

COLLECTIVE AGREEMENT

BETWEEN

**BLOOM LIMITED PARTNERSHIP
operating as
GLENWARREN LODGE**

AND



HOSPITAL EMPLOYEES' UNION

January 1, 2020 – December 31, 2022

Note: underlined text is new language for 2020-2022

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TABLE OF CONTENTS

Contents

Page #

ARTICLE 1 - PREAMBLE	1
1.01 PREAMBLE	1
1.02 VARIATIONS	1
ARTICLE 2 - DEFINITIONS	2
2.01 DEFINITION OF EMPLOYEE STATUS.....	2
2.02 PRACTICAL NURSE.....	3
2.03 COMMON-LAW SPOUSE.....	3
ARTICLE 3 - GENERAL CONDITIONS.....	3
3.01 EFFECTIVE AND TERMINATING DATES.....	3
3.02 LABOUR CODE.....	3
3.03 FUTURE LEGISLATION.....	3
3.04 ARTICLE HEADINGS.....	4
ARTICLE 4 - NO DISCRIMINATION	4
4.01 NO DISCRIMINATION	4
4.02 NO HARASSMENT	4
4.03 PROCEDURE FOR FILING COMPLAINT.....	4
ARTICLE 5 - UNION RECOGNITION AND RIGHTS	5
5.01 SOLE BARGAINING AGENCY.....	5
5.02 UNION SHOP.....	6
5.03 UNION CHECK-OFF	6
5.04 INDUCTION	7
5.05 SHOP STEWARDS	8
5.06 BADGES AND INSIGNIA	9
5.07 BULLETIN BOARD	9
5.08 LEGAL PICKET LINES.....	9
5.09 UNION ADVISED OF CHANGES	9
5.10 NOTICE OF UNION REPRESENTATIVE VISITS	9
ARTICLE 6 - MANAGEMENT RIGHTS.....	10
6.01 MANAGEMENT RIGHTS	10
6.02 MEDICAL EXAMINATION, VACCINATION AND INOCULATION.....	10

TABLE OF CONTENTS

Contents	Page #
ARTICLE 7 - EMPLOYER PROPERTY	10
7.01 RETURN OF EMPLOYER PROPERTY ON TERMINATION.....	10
7.02 EMPLOYER TO REPAIR OR INDEMNIFY	11
7.03 REIMBURSEMENT OF LEGAL FEES	11
7.04 EMPLOYER TO CONTINUE TO SUPPLY TOOLS	11
7.05 UNIFORMS.....	11
ARTICLE 8 - UNION/MANAGEMENT COMMITTEE.....	12
8.01 UNION/MANAGEMENT COMMITTEE	12
8.02 UNION/MANAGEMENT MEETINGS.....	12
8.03 COMMITTEE MEETINGS.....	12
ARTICLE 9 - GRIEVANCE PROCEDURE	13
9.01 UNION REPRESENTATION.....	13
9.02 GRIEVANCE INVESTIGATIONS	13
9.03 RIGHT TO GRIEVE DISCIPLINARY ACTION	13
9.04 GRIEVANCE PROCEDURE.....	14
9.05 POLICY GRIEVANCE.....	16
9.06 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE	16
9.07 REINSTATEMENT OF EMPLOYEES	16
9.08 TECHNICAL OBJECTIONS TO GRIEVANCES	16
9.09 MEDIATOR.....	17
ARTICLE 10 - EXPEDITED ARBITRATION.....	18
10.01 ROSTER.....	18
10.02 EXPEDITED ARBITRATIONS.....	18
ARTICLE 11 - ARBITRATION.....	20
11.02 DISMISSAL/SUSPENSION.....	21
11.03 AUTHORITY OF ARBITRATOR	21
11.04 TIME LIMIT FOR DECISION OF ARBITRATOR.....	22
11.05 EMPLOYEE CALLED AS A WITNESS.....	22
11.06 ARBITRATION HEARINGS.....	22
11.07 EXPENSES OF ARBITRATOR	22
11.08 REINSTATEMENT OF EMPLOYEES	22

TABLE OF CONTENTS

Contents	Page #
ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES	23
12.01 EVALUATION REPORTS	23
12.02 PERSONNEL FILE	23
ARTICLE 13 - PROBATIONARY PERIOD	24
ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE.....	24
14.01 SELECTION CRITERIA	24
14.02 QUALIFYING PERIOD	24
14.03 TEMPORARY PROMOTION OR TRANSFER	25
14.04 RELIEVING IN HIGHER AND LOWER-RATED POSITIONS	25
14.05 PROMOTIONS.....	26
14.06 TRANSFERS	26
14.07 DEMOTIONS.....	27
14.08 RE-EMPLOYMENT AFTER RETIREMENT.....	27
14.09 RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE	28
14.10 SUPERVISORY OR MILITARY SERVICE	28
14.11 SENIORITY DATES	28
14.12 PREVIOUS EXPERIENCE	28
14.13 MORE FAVOURABLE RATE OR CONDITION.....	28
14.14 PART-TIME EMPLOYEES.....	29
ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS	29
15.01 JOB DESCRIPTIONS	29
15.02 ESTABLISHMENT OF NEW JOBS	30
15.03 CHANGES TO EXISTING JOBS	30
15.04 NEW OR CHANGED POSITIONS.....	31
15.05 APPEALS.....	32
15.06 PAY ADJUSTMENTS.....	33
15.07 DEFINITIONS	34
ARTICLE 16 - JOB POSTINGS AND APPLICATIONS	34
16.01 JOB POSTINGS AND APPLICATIONS.....	34
16.02 CHANGE TO START AND STOP TIMES, DAYS OFF AND DEPARTMENT ...	36

TABLE OF CONTENTS

Contents	Page #
16.03 APPLICATIONS FROM ABSENT EMPLOYEES.....	36
16.04 TEMPORARY APPOINTMENTS.....	36
16.05 NOTICE TO UNION.....	37
16.06 NOTICE OF SUCCESSFUL APPLICANT	37
16.07 GRIEVANCE INVESTIGATION.....	37
ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES	37
17.02 LABOUR ADJUSTMENT COMMITTEE	38
17.03 PROCESS – REDUCTION	38
17.04 INTERIM SOLUTIONS	39
17.05 DEFINITION OF DISPLACEMENT	39
17.06 BUMPING	39
17.07 NOTICE OF DISPLACEMENT.....	40
17.08 LAYOFF NOTICE	40
17.09 CONTRACTING OUT	41
ARTICLE 18 - TERMINATION OF EMPLOYMENT	41
18.01 EMPLOYER'S NOTICE OF TERMINATION.....	41
18.02 EMPLOYEE'S NOTICE OF TERMINATION.....	42
18.03 EMPLOYMENT ABANDONED	42
ARTICLE 19 - SCHEDULING PROVISIONS.....	42
19.01 SCHEDULING PROVISIONS	42
19.02 UNUSUAL JOB REQUIREMENTS OF SHORT DURATION	43
ARTICLE 20 - HOURS OF WORK	43
20.01 CONTINUOUS OPERATION.....	43
20.02 HOURS OF WORK.....	44
20.03 REST AND MEAL PERIODS.....	44
20.04 SPLIT SHIFTS.....	44
20.05 PART-TIME EMPLOYEES.....	45
ARTICLE 21 - OVERTIME	45
ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS.....	47
22.04 LPN CHARGE PAY PREMIUM.....	48

TABLE OF CONTENTS

Contents	Page #
ARTICLE 23 - CALL BACK	48
ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT	48
ARTICLE 25 - ON-CALL	49
ARTICLE 26 - TRANSPORTATION ALLOWANCE.....	49
ARTICLE 27 - STATUTORY HOLIDAYS	49
27.01 STATUTORY HOLIDAYS.....	49
27.02 LIEU DAYS	50
27.08 PART-TIME EMPLOYEES.....	51
ARTICLE 28 - VACATION ENTITLEMENT	52
28.01 VACATION ENTITLEMENT	52
28.02 SCHEDULING OF VACATION	53
28.03 SPLITTING OF VACATION PERIODS	54
28.04 VACATIONS NON-ACCUMULATIVE	54
28.05 VACATION ENTITLEMENT UPON DISMISSAL	54
28.06 REINSTATEMENT OF VACATION DAYS - SICK LEAVE	55
28.08 PART-TIME EMPLOYEES.....	55
ARTICLE 29 - BEREAVEMENT LEAVE	55
ARTICLE 30 - SPECIAL LEAVE	56
30.02 PART-TIME EMPLOYEES.....	56
ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY	57
31.12 CASH PAY-OUT OF UNUSED SICK LEAVE CREDITS	59
31.13 OTHER CLAIMS	60
31.14 PART-TIME EMPLOYEES.....	60
ARTICLE 32 - EDUCATIONAL LEAVE	60
32.01 EMPLOYER REQUESTED LEAVE	60
32.02 IN-SERVICE EDUCATION.....	61
32.03 EMPLOYEE REQUESTED LONG TERM LEAVE	61
32.04 PAID EDUCATION LEAVE	61
ARTICLE 33 - JURY DUTY	62

TABLE OF CONTENTS

Contents	Page #
ARTICLE 34 - LEAVE - UNPAID	62
34.01 UNPAID LEAVE	62
34.02 UNPAID LEAVE - AFTER THREE YEARS.....	62
34.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS.....	63
34.04 UNPAID LEAVE - UNION BUSINESS.....	63
34.05 UNPAID LEAVE - PUBLIC OFFICE.....	64
ARTICLE 35 - MATERNITY LEAVE & PARENTAL LEAVE	65
35.01 MATERNITY LEAVE.....	65
35.02 PARENTAL LEAVE.....	66
35.03 ADOPTION LEAVE.....	67
ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY	67
36.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	67
36.02 AGGRESSIVE RESIDENTS.....	69
36.03 VACCINATION AND INOCULATION	69
36.04 TRANSPORTATION OF ACCIDENT VICTIMS.....	70
36.05 MANUAL LIFTS	70
ARTICLE 37 - HEALTH CARE PLANS	71
37.01 MEDICAL PLAN.....	72
37.02 DENTAL PLAN.....	72
37.03 EXTENDED HEALTH CARE PLAN	73
ARTICLE 38 - LONG-TERM DISABILITY INSURANCE PLAN	73
ARTICLE 39 - GROUP LIFE INSURANCE.....	73
ARTICLE 40 - RETIREMENT PLAN	74
ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE.....	75
ARTICLE 42 - SEVERANCE ALLOWANCE	75
42.02 DEFINITION OF SERVICE RELATED TO A CALCULATION OF SEVERANCE ALLOWANCE MONIES	76
42.03 CALCULATION OF SEVERANCE ALLOWANCE MONIES	77
ARTICLE 43 - VOLUNTEERS	77

TABLE OF CONTENTS

Contents	Page #
ARTICLE 44 - PRINTING OF THE AGREEMENT	78
ARTICLE 45 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA....	78
45.03 WAGE SCHEDULE.....	78
45.04 INCREMENTS	78
45.05 PAY DAYS.....	79
CASUAL EMPLOYEES ADDENDUM	80
SCHEDULE A – WAGE RATES.....	89
LETTER OF UNDERSTANDING #1	91
RE: PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES)	91
LETTER OF UNDERSTANDING #2	93
RE: RETURN TO WORK PROGRAM.....	93
LETTER OF UNDERSTANDING #3	95
RE: EMPLOYEE WORKLOAD	95

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HOSPITAL EMPLOYEES' UNION

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the right of the resident to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 Variations

The general provisions of this Agreement shall have application

save and except where specific variations are provided in Attachments to this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 Definition of Employee Status

(a) Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(b) 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 accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

(c) Casual Employees

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. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

(d) Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure.

2.02 Practical Nurse

A Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and holds a current licence from the College of Licensed Practical Nurses of British Columbia (CLPNBC).

2.03 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

ARTICLE 3 - GENERAL CONDITIONS

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from January 1, 2020 unless specifically stated otherwise, and shall remain in force and be binding upon the parties until December 31, 2022, and from year to year thereafter unless terminated by either party on written notice served during the month of September 2022.

If a notice is not given by either party 90 days or more before the expiry of the agreement, both parties are deemed to have given notice 90 days before the expiry.

3.02 Labour Code

It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* is excluded from this Agreement.

3.03 Future Legislation

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 11 of the Collective Agreement.

3.04 Article Headings

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 Arbitrator.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*.

4.02 No Harassment

- (a) The Union and the Employer agree to foster and promote a workplace environment free from harassment and workplace bullying and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (b) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

4.03 Procedure for Filing Complaint

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which

they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need-to-know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

- (c) The Employer shall investigate the allegations within thirty (30) days of initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action if any, they intend to take. The Union and the Employer agree that timelines for the purposes of the grievance procedure will be held in abeyance until the conclusion of the thirty (30) day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.
- (d) Both during and following the conclusion of the investigation the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) All documents and materials relevant to an investigation shall be provided to the Union Office upon written request.
- (f) Disputes resulting from actions under this Article may be submitted to any of the third-party resolution processes under Articles 9, 10 or 11 of the Collective Agreement.
- (g) Nothing in this Article limits an employee's right to take a complaint to the British Columbia Human Rights Tribunal.

ARTICLE 5 - UNION RECOGNITION AND RIGHTS

5.01 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.

5.02 Union Shop

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

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

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

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

- Article 9.04 - Grievance Procedure
- Article 9.06 - Dismissal/Suspension for Alleged Cause
- Article 18.01 - Employer's Notice of Termination

5.03 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 monthly to the Union by the

Employer, in a period not to exceed twenty-one (21) days after the date of deduction.

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 list shall be provided in an electronic format, such as Microsoft Excel to: memberupdates@heu.org.

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 5.02.

The Employer shall supply each employee, without charge, an annual RCT T4 in a form acceptable to Canada Revenue Agency for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Twice every calendar year, April and October, the Employer shall provide to both, the Secretary Treasurer of the Local and the Secretary Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, home addresses, their telephone numbers and personal emails known to the Employer. This information shall be provided in an electronic format, such as Microsoft Excel to: memberupdates@heu.org.

5.04 Induction

The Secretary-Treasurer or the Senior Union Official shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated

representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer or the Senior Union Official of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions, but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

5.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper

operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.

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

5.06 Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

5.07 Bulletin Board

A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use the board for the posting of Employer/Union business only.

5.08 Legal Picket Lines

Refusal to cross a legally established picket line, which is officially recognized by the Local Union, 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.

5.09 Union Advised of Changes

The Secretary Business Manager or their designate shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

5.10 Notice of Union Representative Visits

The Union shall provide reasonable notice to the Employer when

the Senior Union Official or their designated representative intends to visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Management Rights

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

6.02 Medical Examination, Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. (See also Article 36.03).

ARTICLE 7 - EMPLOYER PROPERTY

7.01 Return of Employer Property on Termination

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.

7.02 Employer to Repair or Indemnify

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

7.03 Reimbursement of Legal Fees

- (a) The Employer shall insure to exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer.
- (b) Where an employee is charged with an offense resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

7.04 Employer to Continue to Supply Tools

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

7.05 Uniforms

7.05.01 Uniform Allowance

Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform if it is not in a state of good repair.

The Employer shall provide a uniform allowance for all employees who are required by the Employer to wear a uniform which shall be paid at the rate of thirteen cents (\$0.13) per hour

worked. The uniform allowance shall be paid on a bi-weekly basis.

7.05.02 Rubber Gloves

Rubber gloves shall be provided by the Employer for all kitchen, laundry and housekeeping employees, as required.

7.05.03 Hair Nets

Hair nets shall be provided by the Employer for all cooks and kitchen aides as required.

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Union/Management Committee

Employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee.

8.02 Union/Management Meetings

The Union/Management Committee shall, as occasion warrants, meet for the purpose of discussing issues relating to the collective agreement that affect the Parties or any employee bound by this agreement. The purpose of the Union/Management Committee is to promote the cooperative and prompt resolution of workplace issues, to foster the development of work-related skills, and to promote workplace productivity.

8.03 Committee Meetings

Meetings shall be held as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.03.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where resident care is not affected.

9.02 Grievance Investigations

Where an employee has asked or is obliged 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, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

Shop Stewards or Union Committee members 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.

9.03 Right to Grieve Disciplinary Action

9.03.01 Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

9.03.02 Employee Notified of File Documentation

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

9.03.03 Removal of Disciplinary Documents

- (i) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (ii) In cases where disciplinary documents relate to resident abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

9.03.04 Introduction of Evidence at Hearing

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

9.04 Grievance Procedure

9.04.01 Preamble

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.

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

9.04.02 Step One:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss

the grievance with their immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance or when the employee reasonably should have become aware of the occurrence which led to the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

9.04.03 Step Two:

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

9.04.04 Step Three:

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other 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 Committee on Labour Relations 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 11 within thirty (30) calendar days.

9.04.05 Canada Post

Canada Post strike/lockout will not affect grievance time limits.

9.05 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

9.06 Dismissal/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.

9.07 Reinstatement of Employees

If, prior to the constitution of an Arbitrator pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

9.08 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in

dispute, and to render a decision according to equitable principles and the justice of the case.

9.09 Mediator

9.09.01 Issues Referred to Mediator

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 a Mediator.

9.09.02 Roster

It is understood that the Mediators named below (or substitutes agreed to by the parties) shall be appointed from the following list:

- Mark Atkinson
- Elaine Doyle
- Dalton Larson
- Chris Sullivan

In the event the parties are unable to agree on a Mediator within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Collective Agreement Arbitration Board to appoint such person.

9.09.03 Roles/Responsibilities of Mediator

At the request of either party, the Mediator shall:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

9.09.04 Agreed to Statement of Facts

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

ARTICLE 10 - EXPEDITED ARBITRATION

10.01 Roster

It is understood that the expedited arbitrators named below shall be appointed from the following list, commencing with the first expedited arbitrator named:

- 1) Mark Atkinson
- 2) Elaine Doyle
- 3) Ken Saunders
- 4) C. Sullivan
- 5) M. Brown

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

10.02 Expedited Arbitrations

10.02.01 Issues for Expedited Arbitration

A representative of Glenwarren and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

10.02.02 Expedited Schedule

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

10.02.03 Location of Hearing

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.

10.02.04 Process

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

10.02.05 Agreed to Statement of Facts

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

10.02.06 Procedure

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.

10.02.07 Mediation Assistance

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

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

10.02.08 Issuance of Report

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

10.02.09 Status of Report

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.

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

10.02.10 Fees

The parties shall equally share the costs of the fees and expenses of the arbitrator.

10.02.11 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

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

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

ARTICLE 11 - ARBITRATION

11.01 Should the parties fail to settle any difference, 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 re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of a sole arbitrator.

A list shall be maintained by the Employer and the Union from which arbitrators (or substitutes agreed to by the parties) shall be drawn in sequence commencing with the first (1st) arbitrator named below.

- 1) Mark Atkinson
- 2) Elaine Doyle
- 3) D. McPhillips

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 or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

11.02 Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of a single arbitrator.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

- 1) Elaine Doyle
- 2) Mark Atkinson
- 3) D.C. McPhillips
- 4) C. Sullivan

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

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

11.03 Authority of Arbitrator

The Arbitrator shall have the power to settle the terms of the question to be arbitrated.

11.04 Time Limit for Decision of Arbitrator

An Arbitrator established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

11.05 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitrator and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

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

11.06 Arbitration Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitrator, provided the dispute involves the Employer.

11.07 Expenses of Arbitrator

Each party shall pay half of the expenses of the Arbitrator, unless paid by the Labour Relations Board of the Province of British Columbia.

11.08 Reinstatement of Employees

If the Arbitrator finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Arbitrator may order that their reinstatement be without loss of pay and/or with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

12.02 Personnel File

An employee, or the Senior Union Official (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

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

ARTICLE 13 - PROBATIONARY PERIOD

13.01 For the first 450 hours worked with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the 450 hours worked probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

13.02 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE

14.01 Selection Criteria

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

An employee who is successful in a temporary job posting will not bid for another temporary posting until they have completed the original posting or three (3) months in the posting, whichever occurs first.

14.02 Qualifying Period

If a regular 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.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and 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 perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Article.

14.03 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 perquisites when the temporary promotion, transfer or demotion terminates.

14.04 Relieving in Higher and Lower-Rated Positions

14.04.01

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) workday, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

14.04.02

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

14.04.03

Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification, or one-hundred dollars (\$100) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

14.05 Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

14.06 Transfers

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of their prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

14.07 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 seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

14.08 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

14.09 Re-employment After Voluntary Termination or Dismissal for Cause

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

14.10 Supervisory or Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.11 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

14.12 Previous Experience

14.12.01

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

14.12.02

A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

14.13 More Favourable Rate or Condition

No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in

such rate or condition unless a reduction in such rate or condition was negotiated.

14.14 Part-Time Employees

14.14.01 Qualifying Period

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

14.14.02 Increment Progression

Based on calendar length of service with the Employer.

14.14.03 Seniority

Applicable on a proportionate basis.

ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS

15.01 Job Descriptions

- (1) The job descriptions which are in existence on the date of this agreement and agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (4) Each regular employee shall be provided with a copy of the agreed to job description for their position.

15.02 Establishment of New Jobs

- (1) Prior to the establishment of a new job, the Employer shall:
 - (a) write a new job description;
 - (b) classify the new job in relation to the benchmark class specifications; and
 - (c) assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.
- (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification.
- (4) In the event that it objects it shall give written reasons for the objection.
- (5) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

15.03 Changes to Existing Jobs

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
 - (a) revise the permanent job description or write a new job description; and
 - (b) classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.

- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

15.04 New or Changed Positions

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position they shall be displaced by the service of an appropriate notice to that effect.
- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2) indicating in what manner their position has changed and why they think the job description to which their position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the Union.
- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does

not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

15.05 Appeals

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days.
- (2) If the Employer's written response is not acceptable, or not provided within the time limit, the Union may, within a further period of thirty (30) days, refer the dispute to the arbitration process consisting of a sole arbitrator for a final and binding decision.
- (3) Any appeal by the Union shall include written reasons in support of the appeal.
- (4) Within sixty (60) calendar days of the receipt of the appeal the Arbitrator shall make every effort to hear the dispute and render a final and binding decision in writing.
- (5) The decision of the Arbitrator shall be based upon the same criteria applicable to the parties themselves. Where the Arbitrator allows the appeal their decision shall be limited to a direction that:
 - (a) the position be assigned to another existing job description and may include a direction that any incumbent in the position be displaced and that any vacancy be posted under Article 16.01 of the Collective Agreement;
 - (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, level of responsibilities and required qualifications of the position; or
 - (c) except as outlined below, the job be appropriately classified, provided that the Arbitrator shall not have jurisdiction to classify a job except within the existing benchmark class specifications including the rate level;
 - (d) where the Arbitrator concludes that a position does not conform to an existing benchmark class specification,

the Arbitrator shall notify the Employer and the Union of their decision. The Employer and the Union shall endeavor to establish an appropriate benchmark class specification for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) days to the Arbitrator as to the appropriate benchmark to be established. The Arbitrator shall establish a new benchmark or amend an existing benchmark and the decision of the Arbitrator shall be binding on the parties. The Arbitrator shall also establish an appropriate wage level for the new or revised benchmark.

- (6) A hearing called by the Arbitrator shall have the same status as an Arbitration Board pursuant to Article 11 of the Collective Agreement.

15.06 Pay Adjustments

- (1) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give them a monthly increase and the increment anniversary shall be that date.
- (2) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (3) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (4) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of their prior job and shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated

position as a result of a displacement notice being served pursuant to Section 8.1 shall be covered by this provision.

15.07 Definitions

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.
- (2) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) **Employer:** Glenwarren Lodge covered by the Collective Agreement and the Union.
- (5) **Union:** Hospital Employees' Union.
- (6) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

16.01 Job Postings and Applications

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of sixty (60) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.

(b) Vacancies less than sixty (60) days in duration shall be filled as follows:

1) Planned vacancies:

- i. those in which the Employer has seven (7) or more days advance notice, of one (1) to fifty-nine (59) days in length, will be offered, in order of seniority, to qualified regular employees who have indicated in writing their desire to work such vacancy. The regular employee's work schedule may be will be adjusted to ensure there is no overtime cost to the Employer.
- ii. Any vacancy created by the application of 16.01 (b) (1) may be filled by a casual employee as per the casual addendum.

2) Unplanned vacancies:

- i. Unplanned vacancies, those in which the employer has less than seven (7) days advance notice, may be filled by casual employees for the first seven (7) days.
- ii. A vacancy and/or block of work will end with the return of the incumbent.
- iii. If a vacancy is extended beyond the original request; for example, WSBC, sick leave, each subsequent extension will constitute a new request. When the vacancy is expected to be for more than sixty (60) days it will be posted in accordance with clause 16.01 (a) unless mutually agreed to by the Union and Employer.

(c) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in Clause 16.01 (b) shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in Clause 16.01 (b) which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work specified shift(s) and/or day(s) under Clause 16.01 (b) the Employer need not offer the aforementioned shift(s) and/or day(s) again to that employee.

- (d) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

16.02 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

16.03 Applications from Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

16.04 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01

above.

16.05 Notice to Union

One (1) copy of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

16.06 Notice of Successful Applicant

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

16.07 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01.01 Preamble

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

17.01.02 Enhanced Consultation

The Employer shall provide notice and relevant information to the Union in advance of an anticipated change which will affect the employment of employees in the bargaining unit.

The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising therefrom may be

accommodated. The parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

17.02 Labour Adjustment Committee

The parties shall promote participation by Union members and by Union members designated by Unions in health reform and utilization management to ensure that: health reform objectives are advanced; waste, inefficiencies, and inappropriate utilization are reduced or eliminated; and employee workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay or receive straight-time regular wages for attending meetings of the joint labour adjustment committee.

17.03 Process – Reduction

17.03.01

In the event of reduction or increase in hours, the Employer together with the union will canvass the bargaining unit by means of a notification process to see the degree to which necessary changes generally can be accomplished on a voluntary basis by early retirement, voluntary reduction in hours, voluntary layoff, agreed-to job share and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

The Parties agree that if circumstances causing a reduction in hours change, the hours will be reviewed.

17.03.02

Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the Collective Agreement.

17.03.03

The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe.

17.04 Interim Solutions

The parties at the site level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

17.05 Definition of Displacement

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

17.06 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

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

The Union will enact a policy recommending to its membership

that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally. Employees shall have fourteen (14) calendar days in which to make job selection choice, unless extended by mutual agreement between the Employer and the Union.

If a displaced employee finds there is no satisfactory position available for them, they may elect layoff.

17.07 Notice of Displacement

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Local designate.

17.08 Layoff Notice

17.08.01

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) less than two (2) years' seniority - 3 weeks.
- (b) two (2) or more years' seniority but less than four (4) years' seniority - 6 weeks.
- (c) four (4) or more years' seniority but less than six (6) years' seniority - 9 weeks.
- (d) six (6) or more years' seniority but less than eight (8) years' seniority - 12 weeks.
- (e) eight (8) or more years' seniority but less than ten (10) years' seniority - 15 weeks.
- (f) ten (10) or more years' seniority but less than fifteen (15) years' seniority - 18 weeks.
- (g) fifteen (15) or more years' seniority - 21 weeks.

17.08.02

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

17.08.03

Laid off regular employees shall retain their seniority and perquisites 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 requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06 of this Agreement.

17.09 Contracting Out

The Employer agrees that they will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions they intend to contract out after the date of signing this collective agreement that could otherwise be performed by Union members within the site, except where an emergency exists.

There will be no expansion of contracting in or contracting out of work within the bargaining unit of the union as a result of the reduction in FTEs.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18.01 Employer's Notice of Termination

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice

must be for time to be worked and must not include vacation time.

18.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

The period of notice must be for time to be worked and must not include vacation time.

18.03 Employment Abandoned

Any employee who fails to report for work and does not notify their supervisor within three (3) workdays and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01 Scheduling Provisions

- (a) (i) 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 date.
- (ii) If the Employer alters the scheduled workdays of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.

- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts provided that the exchange is agreed to in writing between the affected employees, and the exchange is approved by the department manager, or their designate, before any exchange can take place. Such exchange shall not result in any additional cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

19.02 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

20.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this agreement exclusive of mealtimes shall be not less than 35 hours to a maximum 37.5 hours per week.
- (b) Where the Employer intends to introduce a work schedule of less than 7.5 hours per day, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and the employees at the local level.
- (c) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (d) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21.

20.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks.

(b) Meal Periods

All employees covered by the Collective Agreement working a full five (5) hour shift or more shall receive a thirty (30) minute unpaid 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.

20.04 Split Shifts

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

20.05 Part-Time Employees

The Employer shall eliminate, as far as possible, all part-time employees.

ARTICLE 21 - OVERTIME

21.01 Assignments of overtime work shall be offered to employees within the classification on the basis of seniority. When an overtime assignment arises, it shall first be offered by seniority to qualified employees on duty. If no one accepts to work the overtime shift, it will then be offered to all other qualified employees in seniority order.

21.02 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) the rate of time-and-one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled workday and double-time thereafter;
- (2) the rate of double-time of their basic hourly rate of pay for all hours worked on a scheduled day off.

21.03 Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

21.04 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time-and-one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7-1/2) in that day.

21.05 Overtime pay shall be paid to the employee within the next pay period after which the overtime was earned except as provided in Article 21.06 below.

21.06 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within four (4) months of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the four (4) months period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

21.07 An employee who works two-and-one-half (2-1/2) hours of overtime immediately before or following their scheduled hours of work shall receive a meal allowance of seven dollars (\$7). One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal workday.

21.08 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.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

21.09 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular workday, shall be

paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

21.10 A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal workdays in the work week of a full-time employee.

21.11 An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS

22.01 Employees working the evening shift shall be paid a shift differential of ninety-five cents (\$0.95) per hour for the entire shift worked.

Employees working the night shift shall be paid a shift differential of one-dollar-and-seventy-five cents (\$1.75) per hour for the entire shift worked.

22.02 An employee shall be paid a weekend premium of one (1) dollar (\$1) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

22.03 Evening shift will be defined as any shift in which the major portion occurs between 3:00 P.M. (1500 hours) and 11:00 P.M. (2300 hours) and night shift as any shift in which the major

portion occurs between 11:00 P.M. (2300 hours) and 7:00 A.M. (0700 hours).

22.04 LPN Charge Pay Premium

Charge Pay Premium will be applicable to a Licensed Practical Nurse who is employed as and in their professional capacity as a Licensed Practical Nurse, and who has been explicitly assigned by the Employer to assume functional Charge Responsibilities.

In recognition of this assigned Charge Responsibility role, a Licensed Practical Nurse will be paid a Charge Pay Premium of two dollars (\$2) per hour.

ARTICLE 23 - 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 overtime rate or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work an allowance as per the Employer's travel policy from the employee's home to the Employer's place of business and return. Minimum allowance shall be four dollars (\$4).

ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 25 - ON-CALL

No employee shall be required to be retained on call.

ARTICLE 26 - TRANSPORTATION ALLOWANCE

26.01 An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance as per the Employer's travel policy. Minimum allowance shall be four dollars (\$4).

26.02 Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Statutory Holidays shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-sixteen (116) days per year (two (2) days per week plus a minimum of twelve (12) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one-hundred-sixteen (116) days off, they shall be paid extra at double time rates for each day by which their total number of days off falls short of one-hundred-sixteen (116), except that they shall not again be paid for any day for which they were paid at the rate of double time under Article 21 or Article 27.04.

Employees who are required to work on scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of double-time (2 X) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

Employees required to work on a statutory holiday shall be paid at the rate of double-time (2 X) and will receive another paid day off as a holiday.

27.02 Lieu Days

In order to accommodate operational requirements, the following criteria would apply in the scheduling of the paid holiday entitlement referred to in Article 27.01 and 27.02 above.

- (a) An employee's request for such days must be submitted in writing at least two (2) weeks in advance of the date requested. Such days must be used within four (4) months of the occurrence of the statutory holiday.
- (b) Granting of such requests will be subject to operational requirements and will recognize the principle of seniority.
- (c) Employees who have been denied a request under (b) above shall have a further thirty (30) days to find a mutually agreeable date.

27.03 When an Employee has been on sick leave that is inclusive of one or more working days prior to an Employer

scheduled statutory holiday and one or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 27.01, paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

27.04 Employees required to work on scheduled days off will receive pay at the rate of double-time for the time worked but will not have the day off rescheduled.

27.05 If an employee terminates during the year, they shall be entitled to the same portion of one-hundred-sixteen (116) days off that their period of service in the year bears to a full year.

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

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

27.08 Part-Time Employees

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

- Three (3) hours off with pay every thirty-three (33) days for Employees working an average of fifteen hours (15) per week or pay in lieu thereof.

ARTICLE 28 - VACATION ENTITLEMENT

28.01 Vacation Entitlement

- (a) All employees shall earn vacation credits, on the following basis:
1. Employees with twelve (12) months of employment or less as a regular employee shall earn ten (10) pro-rated vacation days with pay.
 2. Employees in their second (2nd) and third (3rd) calendar year of employment as a regular employee shall earn fifteen (15) paid workdays' vacation per year.
 3. Employees in their fourth (4th), fifth (5th), sixth (6th), seventh (7th), eighth (8th), and ninth (9th) calendar year of employment as a regular employee shall earn twenty (20) paid workdays' vacation per year.
 4. Employees in their tenth (10th), eleventh (11th), twelfth (12th), thirteenth (13th), and fourteenth (14th), calendar year of employment as a regular employee shall earn twenty-five (25) paid workdays' vacation per year.
 5. Commencing the fifteenth (15th) calendar year of employment as a regular employee, the employee shall earn thirty (30) paid workdays' vacation per year.
- (b) Vacation time earned in a calendar year may only be taken in the subsequent calendar year. Calendar year shall be defined as January 1 to December 31 of each year.
- (c) Vacation entitlement must be taken in time off prior to December 31 of each year. It is agreed there will be no carry-over of vacation credits to subsequent calendar years.
- (d) Regular part-time employees shall receive vacations pro-rated on their hours worked.
- (e) The vacation entitlement for regular part-time employees cannot exceed that which a regular full-time employee would be entitled to.

28.02 Scheduling of Vacation

(a) Vacation planners will be posted on or before October 1st of each year for the following vacation year.

The employees will submit their written request for vacation for the calendar year by October 31st. An employee who fails to indicate their vacation request by October 31st without adequate explanation, will not have preference of choice of vacation time, where other employees have indicated their preference.

Vacations will be approved in order of seniority by department, subject to operational requirements. Written responses for vacation requests will be provided to each employee by November 30th.

Approved vacation will not be changed unless mutually agreed upon by the employee and the Employer.

The vacation scheduled will be posted within each department by November 30th.

Vacation requests received after October 31st will be considered on a first come, first served basis. The requests received after this time period will be returned to the employees within fourteen (14) days of the receipt of the request, but not before November 30th.

(b) Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

28.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

1. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department;
2. For Employees with 15 or more days of vacation, ten (10) vacation days may be split into blocks of one (1) or more days; and,
3. All other blocks of vacation shall be at least four (4) or five (5) days in duration depending on the scheduled block of work.
4. Employees with 10 to 14 vacation days must take at least one block of four or five vacation days and the balance of the vacation days then may be split.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than ten (10) workdays' vacation shall be granted in one (1) continuous period.

28.04 Vacations Non-Accumulative

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

28.05 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

28.06 Reinstatement of Vacation Days - 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 period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement or shall be reinstated for use at a later date.

28.07 Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

28.08 Part-Time Employees

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

Regular part-time Employees shall be credited with and granted vacations as set out in Articles 28.01 and 28.02; that is, four percent (4%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01 and 28.02.

ARTICLE 29 - 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 stepparent or foster parent), spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal

guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. The above noted three (3) days with pay can be split to cover grieving and funeral or celebration of life events.

- (b) Such bereavement leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.
- (c) Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.
- (d) The employee may be required to submit proof to the Employer demonstrating their need for bereavement leave.

ARTICLE 30 - SPECIAL LEAVE

30.01 Special leave credits shall be granted as follows:

- (1) Marriage Leave - two (2) days
- (2) Paternity Leave - one (1) day
- (3) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.
- (4) Adoption Leave - one (1) day.
- (5) Where out-of-town travel is required for a period of paid bereavement leave, as defined at Article 29.01, travel time of up to two (2) days paid leave may be granted.
- (6) An employee may be required to submit proof to the Employer demonstrating their need for special leave.

30.02 Part-time Employees

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

- All special leave shall be paid in conformity with Article 30.

ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY

31.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EIC premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

31.02 Sick leave credits with pay shall be granted on the basis of one-and-one-half (1-1/2) workdays per month, cumulative up to one-hundred-fifty-six (156) workdays. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

31.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

31.04

(a) Employees unable to report for scheduled work on account of personal illness are expected to notify the Employer prior to the start of the scheduled shift with the following minimum notice:

- Day Shift – Two (2) hours prior to shift commencing.
- Evening Shift – Four (4) hours prior to shift commencing.
- Night Shift – Four (4) hours prior to shift commencing.

It is understood that there may be situations that may prevent the employee from providing proper notice.

(b) During an illness of undetermined length, the employee will notify the Employer of their progress weekly and provide the Employer with written notice of their readiness to return to work as far in advance as possible.

31.05 Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.

An employee shall be granted reasonable injury-on-duty leave with pay if it is determined by the Provincial Workers' Compensation Board that they are unable to perform their duties and the employee agrees to pay to the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such compensable injury or accident.

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

31.06 Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

31.07 Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

31.08 An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

31.09 Employees with more than one (1) years' service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

31.10 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) workdays. Further leave of absence periods of seven (7) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) workdays from such an employee explaining their condition, they shall be removed from the payroll.

31.11 The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

31.12 Cash Pay-Out of Unused Sick Leave Credits

Upon retirement or voluntary leave from the workforce as defined in Article 43, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent

to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

31.13 Other Claims

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

31.14 Part-Time Employees

Seven-point-two (7.2) days (fifty-four (54) hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 31.

ARTICLE 32 - EDUCATIONAL LEAVE

32.01 Employer Requested Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination

fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

32.02 In-Service Education

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

32.03 Employee Requested Long Term Leave

- (a) After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:
- (b) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (c) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (d) Notices granting such requests shall be given by the Employer in writing.

32.04 Paid Education Leave

- (a) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications.
- (b) Paid education leave will only be utilized to attend courses which are necessary to maintain an employee's current certification, registration or licence, required by the approved benchmark. It may also be utilized to sit exams for relevant professional courses.

- (c) Upon approval of the course, the Employer will grant two days education leave of absence with pay (at straight-time rates), to a maximum of 15 hours. Premium pay does not apply under this article. Paid education leave is not to exceed 2 days (15 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year.

ARTICLE 33 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 34 - LEAVE - UNPAID

34.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

34.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in

writing.

34.03 Unpaid Leave - Affecting Seniority and Benefits

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

34.04 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) 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.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.05, 11.06, 12.01, 12.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
 - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

34.05 Unpaid Leave - Public Office

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

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

ARTICLE 35 - MATERNITY LEAVE & PARENTAL LEAVE

35.01 Maternity leave

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing their duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue in their former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 34.03.

Leave of absence for maternity may be taken for a period not to exceed an aggregate of seventy-eight (78) weeks, consisting of the statutory one (1) week waiting period prescribed by the *Employment Insurance Act*, followed by fifteen (15) weeks maternity leave and sixty-one (61) weeks parental leave. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. Seniority and continuous service will continue to accumulate during the full period of either maternity, parental or adoption leave.

35.02 Parental leave.

- (a) Upon written request an employee shall be entitled to parental leave up to sixty-one (61) consecutive weeks without pay (inclusive of the 1 week employment insurance waiting period).
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-one or sixty-two (61 or 62) weeks parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made a least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - 1. in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption pursuant to Article 35;
 - 2. in the case of the other parent, following the adoption or the birth of the child and conclude within the seventy-eight (78) period after the birth date or adoption of the child. The “other parent” is defined as the father of the child and/or spouse of the mother, including common law-spouse as defined by Article 2.03. Such leave request must be supported by appropriate documentation.

35.03 Adoption Leave

Upon request and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to sixty-two (62) weeks, inclusive of the two (2) week statutory waiting period prescribed by the *Employment Insurance Act*, following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY

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. The Employer and the Union agree to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulations are readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

36.01 Occupational Health and Safety Committee

- (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 Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Occupational Health

and Safety Regulations.

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members 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 Occupational Health and Safety Regulations.
- (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, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Mediator for a written recommendation.
- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- (e) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents,

WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

- (f) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (g) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

36.02 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive resident and on how to respond to resident's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such residents.

36.03 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.

- (b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- (c) The Employer shall provide preventive vaccines for hepatitis, or medically approved preventive medication for hepatitis, free of charge, to those employees who may be exposed to body fluids or other sources of infection at the workplace.

36.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be provided at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

36.05 Manual Lifts

The Parties agree to establish a goal of eliminating all unsafe manual lifts of residents through the use of mechanical equipment, except where the use of mechanical lifting equipment would be a risk to the well-being of the resident.

The Employer shall make every reasonable effort to ensure the provision of sufficient trained staff and appropriate equipment to handle residents safely at all times, and specifically to avoid the need to manually lift residents when unsafe to do so. If the use of mechanical equipment would be a risk to the well-being of the resident, sufficient staff must be made available to lift residents safely.

ARTICLE 37 - HEALTH CARE PLANS

The Health Care Plan provides the following:

1. Extended Health Care: the maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited;
2. Dental Plan: sixty percent (60%) of the costs of the orthodontic plan (Plan C), subject to a lifetime maximum payment of \$3,000 per eligible dependent up to the age of nineteen (19) years of age.

Extended Health	
<i>Reimbursement</i>	100%
<i>Deductible</i>	Nil
<i>Hospital</i>	no hospital coverage
<i>prescription drugs</i>	pay direct drug card, generic substitution; oral contraceptives; \$10 dispensing fee cap
<i>Vision</i>	\$275 every 24 months <u>Effective at date of ratification: \$300 every 24 months</u>
<i>eye exams</i>	\$50 every 24 months <u>Effective at date of ratification: \$75 every 24 months</u>
<i>hearing aids</i>	\$600 every 48 months
<i>Paramedical</i>	\$400/year for: acupuncturist, chiropractor, naturopath, osteopath, podiatrist, psychologist, speech therapist. <u>Effective at date of ratification: \$450/year for: massage therapist and physiotherapist</u>
<i>orthopaedic shoes</i>	custom made <u>orthopedic</u> shoes or custom-made orthotics to a total of \$400/year
<i>Orthotics</i>	as above
<i>private duty nursing</i>	\$10,000 lifetime maximum
<i>out of country</i>	\$1,000,000 lifetime maximum

Bloom Limited Partnership, operating as Glenwarren Lodge / Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022

emergency services	
Manuassist travel	Included in plan

37.01 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one-hundred percent (100%) of the premium.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of 488 hours worked or upon the initial date of employment for those employees with portable service as outlined in Article 14.12.

37.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Effective date of ratification (October 26, 2022). Orthodontic services are subject to a lifetime maximum payment of \$3,000 per eligible employee or eligible dependant up to 19 years of age with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.

The Employer shall pay one-hundred percent (100%) of the premium.

37.03 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.
- (b) The allowance for vision care will be \$300 every twenty-four (24) months per eligible employee or eligible dependant; coverage for routine eye examinations performed in B.C. by a qualified optometrist or ophthalmologist licensed in B.C., is up to a maximum of seventy-five dollars (\$75) every twenty-four (24) months.
- (c) The allowance for hearing aids will be \$600 every forty-eight (48) months per eligible employee or eligible dependant.

ARTICLE 38 - LONG-TERM DISABILITY INSURANCE PLAN

38.01 The Employer shall provide a mutually acceptable long-term disability insurance plan.

38.02 The plan shall be as provided in the Addendum - Long Term Disability Insurance Plans.

38.03 The Employer shall pay seventy-five percent (75%) of the premiums.

ARTICLE 39 - GROUP LIFE INSURANCE

Life Insurance	Effective three months after date of ratification: \$50,000; reduces by 50% at age 65; ceases at age 70.
AD&D	Effective three months after date of ratification: \$50,000; reduces by 50% at age 65; ceases at age 70.

39.01 The Employer shall provide a mutually acceptable group life insurance plan.

39.02 The plan shall provide life insurance coverage in the principal amount of \$50,000 for post-probationary employees.

39.03 On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised: that is, the individual covered may convert all or part of their group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time of conversion, without medical evidence.

39.04 The plan shall also include coverage for accidental death and dismemberment in the principal amount of \$50,000 for post-probationary employees.

39.05 The Employer shall pay one-hundred percent (100%) of the premium.

ARTICLE 40 - RETIREMENT PLAN

- a) Employee participation is voluntary. Contributions may be made at one percent (1%), up to five percent (5%) of straight-time earnings.
- b) Matching employer contributions will be made monthly and vesting is immediate.
- c) Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
- d) Employees are offered a choice in the type of investment.
- e) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the *Income Tax Act*.
- f) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after first occasion, the Employer contribution will be withheld for one (1) full year.

- g) Employees enrolled in the previous pension plan are subject to provincial locking-in requirements with respect to any withdrawals.
- h) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P with another financial institution, transfer to a registered pension plan (where applicable) or receive the account balance in cash (subject to taxes).
- i) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- j) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto and will receive annual receipts for taxation purposes.
- k) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.
- l) With the exception of changes to personal information (e.g. name, beneficiary, etc.) all other changes to the plan, including enrolments, will occur twice (2x) per year on January 1st and July 1st.

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

All employees affected by this Agreement shall be covered by the *Employment Insurance Act* or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 42 - SEVERANCE ALLOWANCE

42.01

- A. A severance allowance shall be paid to each employee who has completed ten (10) years' service and who:

- (1) voluntarily leaves the Employer's workforce after their fifty-fifth (55th) birthday, or
 - (2) is terminated because the employee's services are no longer required due to closure of the health care facility, job redundancy, etc., except employees dismissed for cause, or
 - (3) dies in service.
- B. Where an employee is laid off and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of layoff or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a layoff status, in which event the severance allowance shall be payable forthwith.
- C. Eligibility shall not be dependent upon participation in or contribution to the pension corporation.
- D. Regardless of length of service, a severance allowance shall be paid to an employee enrolled under the provisions of the *Pension Act* who is required to retire because of medical disability as defined under the Act.
- E. Regardless of length of service, in the case of an employee not enrolled in the pension corporation, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the *Pension Act*.

42.02 Definition of Service Related to a Calculation of Severance Allowance Monies

- A. An employee's service shall be calculated from the initial date of employment (regardless of date of Union certification) as a regular full-time or regular part-time employee (Article 2.01, Definition of Employee Status) subject to the application of Article 34.03 and the following:
- 1) An employee voluntarily terminating their service and who is later hired by the same Employer within three-

hundred-and-sixty-five (365) calendar days shall have continuous service for purposes of severance allowance, subject to C below.

- B. Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 34.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.
- C. The same period of service cannot be used more than once for calculating severance allowance.

42.03 Calculation of Severance Allowance Monies

- A. Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay. Proportionate payments shall be paid for service less than two (2) years.
- B. Length of service for part-time employees shall be calculated as follows:
 - 1) total hours divided by thirty-six (36) hours to establish weeks of service, then,
 - 2) weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- C. In addition to the foregoing severance allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at leave.

ARTICLE 43 - VOLUNTEERS

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

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

ARTICLE 44 - PRINTING OF THE AGREEMENT

44.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees within thirty (30) days of signing of the collective agreement.

44.02 The Employer and the Union agree to contribute equally to the cost of printing the Collective Agreement.

ARTICLE 45 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

45.01 Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

45.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

45.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement.

45.04 Increments

(a) Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.

- (b) All employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
- (c) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

45.05 Pay Days

Employees shall be paid by direct deposit bi-weekly subject to the following provisions:

The statements made available to employees with their pay deposits shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

CASUAL EMPLOYEES ADDENDUM

Section A

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement; or
 - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.
2. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within thirty (30) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Collective Agreement.
3. A casual employee who is appointed to fill a position under Section A-2 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall revert to the casual list.

Section B

Casual employees are entitled to all benefits of this Agreement except the following:

- (1) Article 13 - Probationary Period;
- (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09 and 14.10;
- (3) Article 17 - Technological, Automation and Other Changes
- (4) Article 18.01 - Employer's Notice of Termination;
- (5) Article 19 - Scheduling Provisions except 19.01(e);
- (6) Sections 21.09 and 21.10 of Article 21 - Overtime;
- (7) Sections 28.03 and 28.04 of Article 28 - Vacations;
- (8) Article 29 - Bereavement Leave;
- (9) Article 30 - Special Leave;
- (10) Article 31 - Sick Leave, WCB, Injury-On-Duty;
- (11) Article 32 - Educational Leave;
- (12) Article 33 - Jury Duty;
- (13) Article 34 - Leave - Unpaid;
- (14) Article 35 - Maternity Leave & Parental Leave;
- (15) Article 35.03 - Adoption Leave;
- (16) Article 37 - Health Care Plans;
- (17) Article 38 - Long-Term Disability Insurance Plan;
- (18) Article 39 - Group Life Insurance;
- (19) Article 40 - Retirement Plan;
- (20) Article 42 - Severance Allowance.

Section C – Probation

- (1) Except for regular employees who transfer to casual status under Section G (1), casual employees shall serve a probationary period of four-hundred-and-fifty (450) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Collective Agreement.

- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13 of this Collective Agreement.

Section D – Call-in

- (1) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department when such employee meets the requirements of the classification.
- (2) The manner in which casual employees shall be called to work shall be as follows:
- i. The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
 - ii. The Employer shall call by either telephone or cellular phone (or pager by mutual agreement) only those casual employees who are registered in the classification registry applicable to the work required to be done at a specified number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
 - iii. In the event the casual employee uses an answering machine or a pager, the Employer is obligated to leave a message to return the phone call within five (5)

- minutes. If the employee does not return the call within the five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.
- iv. In the event of a busy signal, the Employer shall telephone the employee once again after two (2) minutes. If the number is still busy, the next employee on the call-in shall be called.
 - v. All such calls shall be recorded in a logbook maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the position they are being called to fill, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the logbook and shall be entitled to make copies.
 - vi. If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (3) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
 - (4) Casual employees shall notify the Employer in writing ten (10) days prior to the beginning of each month the dates and times they will be available for work.
 - (5) The Employer will call a casual employee only for those days on which the employee indicated they are available. Casual employees who are registered for casual work shall notify the Employer of the dates of unavailability due to sickness.
 - (6) When calls are made by the Employer for casual employees to report to work, the acceptance of such work

shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than two (2) months, or six (6) shifts that the casual has said they are available in the two (2) month period, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

- (7) Casual employees shall not be dismissed except for just and proper cause.

Section E - Seniority

- (1) Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
- (2) For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- (i) Dividing their number of seniority hours by a factor of 7.5 (or by a factor of 7.0 in the event that the hours of work of regular employees under Article 20 shall be reduced to 35) which shall be deemed to be the number of days worked; and then
 - (ii) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one-point-four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
- (3) Upon return to work from receiving WorkSafe BC benefits for an incident at the Employer's workplace, a casual employee will be credited with seniority hours based on the average amount of hours worked in the twelve (12) week period prior to receiving WorkSafe BC benefits.

- (4) Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- (5)
 - (i) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (ii) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (iii) Within two (2) weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy of:
 - (a) the master casual seniority list; and
 - (b) each classification registry maintained by the site.

Section F

- (1) Casual employees shall receive an amount equal to four percent (4%) of their straight-time pay in lieu of scheduled vacations and five-point-two percent (5.2%) in lieu of statutory holidays.

Bloom Limited Partnership, operating as Glenwarren Lodge / Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022

- (2) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
- (3) Where a job posting is filled by a casual employee under Section A (2) and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to Section F (5) of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position, subject to the maximum monthly premiums at the same benefits level as provided by the Employer benefit plan.
- (4) In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:
 - Article 37 Section 37.01 - Medical Plan
 - Section 37.02 - Dental Plan
 - Section 37.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
 - (ii) the casual employee is no longer working in the posted position.
- (5)
 - (i) Upon completion of one-hundred-and-eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans:
 - (a) medical services plan;
 - (b) dental plan;
 - (c) extended health plan.
 - (ii) An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.

- (iii) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter, the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year, with the benefits to be effective the following January 1.

Section G – Regular Employees

- (1) A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
- (i) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero-point-seven-one-four (0.714); and then
- (ii) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven-point-five (7.5). (In the event that the hours of work of regular employees shall be reduced to thirty-five (35) under Article 20, this factor shall be reduced to seven (7.0).)
- (2) Regular part-time employees may register for casual work under this Addendum except that Sections C, E (2), E (3), F (1) and F (5) shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited

***Bloom Limited Partnership, operating as Glenwarren Lodge /
Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022***

to the employee under the provisions of Articles 14.14, 27.08, 28.08, 30.02 and 31.13 of the Collective Agreement.

- (3) Sick leave credits accumulated under the provisions of Article 31.13 may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

Schedule A – Wage Rates

Classification		Current Wage	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
			1%	1%	1%
Licensed Practical Nurse	Start	\$ 26.11			
	487.5+ hrs	\$ 26.84			
	2,437.5+ hrs	\$ 27.41			
Health Care Aide	Start	\$ 22.02			
	487.5+ hrs	\$ 22.74			
	2,437.5+ hrs	\$ 23.87			
Recreation Aide	Start	\$ 22.02			
	487.5+ hrs	\$ 22.75			
	2,437.5+ hrs	\$ 23.87			
Receptionist	Start	\$ 19.80			
	487.5+ hrs	\$ 20.48			
	2,437.5+ hrs	\$ 21.55			
Cook	Start	\$ 20.25			
	487.5+ hrs	\$ 20.95			
	2,437.5+ hrs	\$ 22.06			
Dietary Aide	Start	\$ 16.50			
	487.5+ hrs	\$ 17.14			
	2,437.5+ hrs	\$ 18.05			
Laundry Aide	Start	\$ 17.05			
	487.5+ hrs	\$ 17.71			
	2,437.5+ hrs	\$ 18.65			
Housekeeping Aide	Start	\$ 16.95			
	487.5+ hrs	\$ 17.60			
	2,437.5+ hrs	\$ 18.50			
Maintenance II*	Start	\$ 26.25	\$ 26.51	\$ 26.78	\$ 27.05
	487.5+ hrs	\$ 26.90	\$ 27.17	\$ 27.44	\$ 27.72
	2,437.5+ hrs	\$ 27.58	\$ 27.86	\$ 28.13	\$ 28.42

Bloom Limited Partnership, operating as Glenwarren Lodge / Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022

Environmental Services Assitant	Start	\$ 22.59			
	487.5+ hrs	\$ 23.21			
	2,437.5+ hrs	\$ 24.43			
Janitor	Start	\$ 18.20			
	487.5+ hrs	\$ 18.84			
	2,437.5+ hrs	\$ 19.83			

* Delete Maintenance II classification upon resignation of current incumbent.

LETTER OF UNDERSTANDING #1

BETWEEN

**BLOOM LIMITED PARTNERSHIP
operating as
GLENWARREN LODGE**

AND

HOSPITAL EMPLOYEES' UNION

**Re: Professional Responsibility for Licensed Practical
Nurses)**

In the interest of safe resident care and safe nursing practice, the parties agree to the following problem-solving process to address LPN concerns relative to resident care including:

- A. Nursing practice conditions;
- B. Safety of residents and Licensed Practical Nurses; and
- C. Workload.

Step One:

A Licensed Practical Nurse (LPN) with a concern will discuss the matter with their immediate supervisor or designate with the objective of resolving the concern. At their request, the LPN may be accompanied by a shop steward.

Step Two:

If the matter is not resolved to their satisfaction, the LPN may submit the LPN Professional Responsibility Complaints Form to their supervisor or designate and Director of Care within fourteen (14) calendar days of their discussion with their supervisor or designate. The supervisor or designate and the Director of Care shall meet with the LPN to discuss resolution of the concern. At their request, the LPN may be accompanied by a shop steward.

Bloom Limited Partnership, operating as Glenwarren Lodge / Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022

The Director of Care shall respond to the LPN in writing within fourteen (14) calendar days of the meeting with the LPN.

Step Three:

If the matter is not resolved to the LPN's satisfaction, the LPN may re-submit the Professional Responsibility Complaints Form to the Executive Director, the Director of Care, and the Union. The Executive Director and/or the Director of Care or a designate shall meet with the LPN to discuss resolution of the concern. At their request, the LPN may be accompanied by a shop steward. The Executive Director and/or Director of Care or designate shall respond to the LPN in writing within fourteen (14) calendar days of the meeting with the LPN.

Step Four

If the matter remains unresolved the LPN may pursue the matter through the grievance procedure.

SIGNED ON BEHALF OF THE UNION:



Noel Gulbransen
Negotiator

2/13/23

Dated

SIGNED ON BEHALF OF THE EMPLOYER:



David Garratt
Chief Spokesperson

APRIL 24, 2023

Dated

LETTER OF UNDERSTANDING #2

BETWEEN

BLOOM LIMITED PARTNERSHIP

operating as

GLENWARREN LODGE

AND

HOSPITAL EMPLOYEES' UNION

Re: Return to Work Program


- a) The Parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The Parties further recognize that return-to-work programs are part of the continuum of injury prevention and rehabilitation.
- b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee.
- c) Return to work programs will be part of an approved rehabilitation program and is voluntary.
- d) The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided.
- e) An employee has the right to request and receive the assistance of a shop steward or their Union Servicing Representative at any step in return-to-work program.
- f) In addition to (e), prior to entry into a return-to-work program that is greater than seven (7) calendar days the Employer, the employee and one of the following: a shop steward or Union Servicing Representative shall discuss the planned program and its duration. The details of the return-to-work

**Bloom Limited Partnership, operating as Glenwarren Lodge /
Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022**

program will be confirmed in writing by the Employer, the employee and the Union.

**SIGNED ON BEHALF OF THE
UNION:**


**SIGNED ON BEHALF OF THE
EMPLOYER:**



Noel Gulbransen
Negotiator

2/13/23

Dated



David Garratt
Chief Spokesperson

APRIL 24, 2023

Dated

LETTER OF UNDERSTANDING #3

BETWEEN

**BLOOM LIMITED PARTNERSHIP
operating as
GLENWARREN LODGE**

AND

HOSPITAL EMPLOYEES' UNION

Re: Employee Workload

- (a) The parties agree that heavy workload may affect the health and safety of employee and that resident care is enhanced if concerns relating to workload are resolved in a timely manner using a problem-solving approach.
- (b) It is acknowledged and agreed that in addressing such workload concerns, time is of the essence.
- (c) When there is a workload concern, the employee(s) shall first raise the concern with their immediate supervisor (Charge Nurse). If the concern is not resolved, then the Charge Nurse must raise it with their direct manager or designate as soon as possible. The manager should have a reasonable opportunity to address the concern.
- (d) In addressing workload concerns, the supervisor/manager shall attempt to resolve the concern through such means as the prioritization of work, the use of casual employees, and/or overtime.
- (e) If the concern still cannot be resolved, the employee should complete a Workload Review Form, sending it to their direct manager, local union representative and the Occupational Health & Safety Committee. The manager will again attempt to resolve the matter directly with the employee and provide the employee, the Union representative and the committee with the results.

**Bloom Limited Partnership, operating as Glenwarren Lodge /
Hospital Employees' Union – Jan 1, 2020 to Dec 31, 2022**

- (f) If a workload concern remains unresolved, it shall be presented to the Occupational Health & Safety Committee. The Occupational Health & Safety Committee shall endeavor to provide unanimous workload recommendations to the Employer.
- (g) If the parties are still unable to resolve the identified workload concern(s), raised on the Workload Review Form, the concern(s) will be discussed at the Union/Management Committee which will provide a resolution proposal or response to the concern within twenty business (20) days of it being referred to the Union/Management Committee.
- (h) For persistent concerns that remain unresolved, either the Union or Management representatives may seek the assistance of a Mediator identified in Article 9.09, who may make recommendations to the Parties.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**



Noel Gulbransen
Negotiator

2/13/23

Dated



David Garratt
Chief Spokesperson

APRIL 24, 2023

Dated

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:



Maire Kirwan

Coordinator of Private Sector



Blair Phillips

Senior Vice President Human
Resources




Noel Gulbransen
Negotiator



David Garratt
Chief Spokesperson



Jenette Del Mundo
Bargaining Team Member



Lucie Jackson
Bargaining Team Member



Trevor Coverdale
Bargaining Team Member

Dated: 2/13/23

Dated: APRIL 24, 2023