

**COLLECTIVE AGREEMENT
BETWEEN**

**WC OPERATING (BRITISH COLUMBIA-2) GP INC.
OAKWOOD MANOR
PARKWOOD PLACE
THE KENSINGTON**

AND

POLY- PARTY UNION OF:



HOSPITAL EMPLOYEES' UNION

AND



BC NURSES' UNION

January 1, 2023 – December 31, 2026

Note: underlined text is new language for 2023-2026

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ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS THE PARTIES to this agreement desire to foster and maintain a relationship amongst the Employer, the Poly-party Union and the employees which is in every respect conducive to their mutual well-being;

AND WHEREAS the Employer's business functions in a competitive industry in providing certain accommodations and services for seniors which differ from government funded facilities, the parties jointly recognize this distinction and agree that this Agreement should give effect thereto by its support for the efficient maintenance of high quality services for the residents in a caring and cooperative environment, as well as one which safe, harmonious and rewarding for all;

AND WHEREAS the Poly-party Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS it is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) To recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) To provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) To establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) To establish a just and prompt procedure for the disposition of grievances;
- e) And generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being;

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

ARTICLE 2 - DEFINITIONS

"Bargaining Unit" is the unit for collective bargaining described in the certificates issued by the Labour Relation Board covering employees at 3000 Shelbourne Street, 3051 Shelbourne Street, and 3965 Shelbourne Street, Victoria, B.C. for whom the Poly-party Union of British Columbia Nurses' Union and the Hospital Employees' Union is the bargaining agent.

"Basic rate of pay" - means the rate of pay negotiated by the Parties to this Agreement, as specified in Appendix A.

"Continuous service" - means uninterrupted employment with the Employer.

"Day", "Week", "Month", "Year" - means a calendar day, week, month, year unless otherwise specified in this Agreement.

"Employer" - means WC Operating (British Columbia-2) GP Inc. operating as Oakwood Manor, Parkwood Place, The Kensington.

"Rest Period" - means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

"Spouse" - means a person to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for two years or more.

"Union" - means the Hospital Employees' Union (HEU) or the British Columbia Nurses' Union (BCNU) hereinafter referred to as "the Union".

"Nurse" - Nurse refers to Licensed Practical Nurses, Registered Psychiatric Nurses, Registered Nurses as defined by the *Health Professions & Occupations Act*.

"Employee" - means a member of the bargaining unit who is:

- (a) "Probationary employee" - means an employee who is hired into a probationary status and who has not yet successfully completed four-hundred-eighty-seven-point-five (487.5) hours worked, or four (4) months of employment whichever comes first.
- (b) "Casual employee" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis.

A casual employee is only entitled to the benefits set out in the Casual Addendum.

- (c) "Full-time employee" - means an employee regularly scheduled to work an average of thirty-seven-and-one-half (37½) hours per week on a continuing basis, or such period as mutually agreed.
- (d) "Temporary employee" - means an employee hired for a specified period not exceeding sixty (60) calendar days duration, except where such period is extended by agreement of the Parties, and/or an employee who has been awarded a position temporarily vacated by a full-time regular employee or a part-time regular employee. If a temporary employee subsequently becomes a regular employee, all rights under this Agreement which are based on length of service or seniority (including Probation) shall be calculated from the commencement of the temporary period.
- (e) "Part-time employee" - means an employee who is regularly scheduled to work less than thirty-seven-and-one-half (37½) hours per week on a continuing basis.

(f) "Emergency" means fire, flood, epidemic, civil unrest or insurrection, act of war, any act of God.

2.01 Use of Feminine and Singular Terms

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

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination

The Employer and the Unions agree not to discriminate on any protected ground enumerated in the *British Columbia Human Rights Code*.

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

3.03 The Parties agree to foster and promote a workplace environment free from bullying and harassment. This includes the provision of education and training to all employees. The Employer shall take such actions as necessary with respect to any person engaging in bullying, discrimination and harassment (such as personal and sexual) in the workplace.

A safe environment is important for staff and contributes to providing the highest possible standard of service and care.

3.04 Respectful Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related events. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A Respectful workplace is characterized by:

- (a) The absence of workplace bullying behaviours which include but are not limited to: shouting at staff, speaking with a condescending attitude, emotional tirades, threatening an employee's job security, spreading rumours, gossiping about or damaging a person's reputation.
- (b) Inclusion – of people with different backgrounds and cultures.
- (c) Safety – from disrespectful, discriminating, bullying and harassing behavior.
- (d) Absence of harassing behaviours which include, but are not limited to: inappropriate gestures, comments, intimidation, or conduct that might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation.
- (e) Support – the Employer will review the company's Respectful Workplace policy annually with employees and take steps to prevent and minimize harassment and bullying at the workplace.

The Employer has published a clear policy for promoting and maintaining a respectful environment. This policy is accessible to staff regarding expectations and consequences of inappropriate behaviour, aggression and violence.

3.05 Complaints Investigation

Incidents or complaints should be reported as soon as possible after the occurrence or event giving rise to the incident or complaint.

An employee with an allegation involving harassment or bullying should file a complaint with the Employer and shop steward or Union Representative.

The Employer shall investigate the allegations within 30 days of the initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations

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were substantiated, and indicate that 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 30-day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.

The Parties agree that all complaints of harassment or bullying will be thoroughly investigated. Any substantiated case may be cause for discipline, up to and including termination.

The employee may request union representation at any point in the investigation process.

Complaints or investigations under this Article shall be conducted in strict confidence by all Parties involved.

Copies of all relevant documents and materials relevant to an investigation shall be provided to the Union upon written request of the Union after the conclusion of the investigation.

Nothing in this Article limits an employee's right to take a complaint to the British Columbia Human Rights Tribunal or to WorkSafe BC.

ARTICLE 4 - RECOGNITION OF THE UNION

4.01 Sole Bargaining Agency

The Employer recognizes the Poly-party Union of British Columbia Nurses' Union and Hospital Employees' Union as exclusive bargaining agent for all employees falling within the Bargaining Unit. No employee covered by this agreement shall be permitted or required to make a written or oral agreement with the Employer which may conflict with this agreement.

4.02 Union Shop

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

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 8 - Grievance Procedure
- Article 8.04 - Dismissal/Suspension

4.03 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, provided there are sufficient wages owing to employee to cover the deductions.

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

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ

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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, home address, telephone numbers, personal email address if known to the Employer, and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org for HEU and to seniority@bcnu.org for BCNU.

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 4.02.

The Employer shall mail HEU the signing cards once per month and provide the link to BCNU to members.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada 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.

In January and July of each year, the Employer shall provide to the Local (for HEU) or the Steward (for BCNU), and the Union, a list of all employees in the bargaining unit, their job titles, their home addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to HEU at memberupdates@heu.org and to seniority@bcnu.org for BCNU.

The Union shall advise the Employer in writing thirty (30) days in advance of the amount of its dues and or changes in the amount of dues to be deducted.

ARTICLE 5 - SHOP STEWARDS

5.01

- (a) The Employer recognizes employees who are designated by the Union as stewards on behalf of the employees.
- (b) The Union will supply the Employer with a list of the names of Stewards and any changes thereto.
- (c) Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform duties as a steward when they:
 - i) Have received prior consent from their supervisor before leaving their normal work to perform duties as a steward. Such consent shall not be unreasonably withheld.
 - ii) Endeavor to complete this business as a steward in as short a time as possible.
 - iii) Advise their supervisor(s) of their return to duty.
- (d) Stewards will not interrupt the normal operations of the residence.
- (e) When a Steward is the only employee on duty in a department, and, where their absence would unduly interfere with the proper operation of the department, then the Steward may be refused consent to transact Union business.
- (f) The Employer agrees that Shop Stewards, when conducting proper Union business shall not be coerced, restrained or interfered with in the performance of their duties.

5.02 Induction

The Employer shall advise the respective Union's designated representative of the names of new employees hired. A Union designated representative will meet with the new employee(s) during regular working hours for a period not to exceed fifteen (15) minutes. This meeting will normally take place in conjunction with the Employer's orientation process, and if this is not possible, at a mutually-agreed time. The Union representative will be informed of the date, time and place of the meeting. This meeting will also be held during the first thirty (30) days of employment. The Union representative and employee(s) shall have time off at their basic

rate of pay (not overtime) to attend the meeting.

5.03 Union Insignia

Union members shall have the right to wear or display the recognized insignia of the Union.

Union members shall have the right to wear the recognized pins and caps of their respective nursing schools.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union agrees that it is the exclusive function of the Employer to perform the usual functions of management, including, but not so as to restrict the generality, of the forgoing:

- (a) Conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency;
- (b) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

6.02 It is agreed that the functions set forth in Article 6.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

6.03 Notwithstanding anything to the contrary within this Agreement, a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

7.01 A Labour/Management Committee shall be established. The committee shall include four (4) members appointed by each side. The committee shall meet every (2) months for the purpose of discussing issues relating to the workplace that affect any employee bound by this agreement.

7.02 The Chair of the Labour/Management Committee shall alternate between the parties.

7.03 A proposed written agenda shall be distributed to Committee members at least forty-eight (48) hours before the meeting.

7.04 As far as possible, meetings will be held during committee members' normal working hours. The meetings are to be without loss of pay or benefits.

7.05 The committee shall not have jurisdiction to administer or renegotiate this Collective Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 "Grievance" refers to any difference between the parties concerning the interpretation, application or any alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

8.02 An employee shall be given a copy of any document placed on the employee's file which might form the basis for disciplinary action. Such copy is to be given at the time the document is placed on the file.

8.03 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 8.01, except that Article 8.04 may be used for dismissals or unpaid suspensions:

- **STEP ONE:**

Within fourteen (14) calendar days of the occurrence of the difference or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee, with or without one (1) Shop Steward (at the employees' choice) shall discuss the difference with their immediate supervisor or department head.

- **STEP TWO:**

If the difference is not settled in Step One, within fourteen (14) calendar days of the meeting in Step One, the grievance shall be reduced to writing, this can be done by email if convenient presented by the Union shop steward and Grievor to the immediate supervisor or department head. The parties will conduct a meeting with the intent to resolve the grievance. Both parties agree to disclose any information in their possession pertinent to the matter to allow for full discussion of the matter giving rise to the grievance.

Within fourteen (14) calendar days of receiving the written grievance, the Employer shall give a written response to the grievance.

Policy grievances from either party shall be submitted at Step Two.

- **STEP THREE:**

If the grievance is not settled at Step Two, the grievance may be advanced to Step Three within twenty-one (21) calendar days of receipt of the Employer's written response in Step Two or when such response should have been received.

The grievance shall be discussed between a Representative designated by the Union and the Executive Director or designate. Within fourteen (14) calendar days of the meeting, if the matter is not resolved, the Employer representative shall give written reasons for denying the grievance.

Failing settlement at Step Three the grievance may be referred to arbitration.

8.04 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 Two of the grievance procedure.

8.05 By mutual agreement, the parties to this Collective Agreement may extend any of the time limits specified in this Article.

ARTICLE 9 - ARBITRATION

9.01 Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 8 – Grievance Procedure to a single Arbitrator. The Arbitrator shall have the power to determine if any matter is arbitrable and to determine the question to be arbitrated.

9.02

- (a) The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include names of proposed Arbitrators.
- (b) If the parties fail to agree upon an Arbitrator within ten (10) calendar days either party may request the Director, Collective Agreement Arbitration Bureau, to make the appointment.

9.03 If a grievance involving dismissal or an unpaid suspension of an employee for alleged cause is not resolved at Step Three of the grievance procedure, then the parties agree to make every effort to have the matter heard by an Arbitrator within two (2) months of any referral to arbitration.

9.04 An Arbitrator appointed under this Article of the Collective Agreement shall be requested to render a decision within twenty (20) days of conclusion of the hearing.

9.05 Employees called as witnesses by an Arbitrator shall be granted leave without loss of pay to testify at the hearing. Where the Union calls a witness, leave without loss of pay shall be granted, subject to operational requirements.

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

ARTICLE 10 - EXPEDITED ARBITRATIONS

10.01

- (a) A representative of the Employer and the Union shall meet quarterly, to review outstanding grievances only.
- (b) 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.
- (c) 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.
- (d) As the process is intended to be informal, lawyers will not be used to represent either party.
- (e) 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.
- (f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with, the *Labour Relations Code*.
- (g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (h) 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.
- (i) 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 a subsequent proceeding.
- (j) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (k) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (l) The expedited arbitrator Chris Sullivan, shall act as sole

arbitrator.

- (m) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 9 excepting Article 9.03.
- (n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (o) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 9.03 for resolution.

10.02 Grievance Mediator

Issues Referred to Grievance 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 Grievance Mediator.

- Chris Sullivan
- Elaine Doyle
- or a substitute agreed to by the Parties shall, at the request of either party:
 - 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.

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

ARTICLE 11 - PROBATIONARY PERIOD

11.01 For the first four-hundred-and-eighty-seven-point-five (487.5) hours worked or four (4) calendar months whichever comes first, 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-hundred-and-fifty (150) hours worked, or one (1) calendar month, whichever comes first, provided written reasons are given for requesting such extension. During the probationary period, a probationary 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.

11.02 Upon completion of the probationary period, the most recent date of hire for full-time employees and part-time employees shall be the anniversary date for the purpose of determining perquisites and seniority. For casual employees, the accumulated hours worked since the most recent date of hire shall be the basis for seniority.

ARTICLE 12 - SENIORITY

12.01 Seniority for full-time and part-time employees will be recognized and shall accumulate based on straight-time hours, which for the purposes of this Article shall include:

- a) Straight-time hours worked and paid,
- b) Paid holidays (full-time employees only);
- c) Paid vacation;
- d) Leave while in receipt of wage loss benefits under the *Workers' Compensation Act*,
- e) Approved leave of absence for Union Business under 29.02,
- f) Paid sick leave, and
- g) Where required under the *Employment Standards Act*.

12.02 Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most

recent date of hire with the Employer.

12.03 The Employer shall provide the Union with a seniority list by Residence (work site) and also for the Bargaining Unit for full-time and part-time employees in January and July of each year. A copy of the casual employees' seniority list by Residence (worksite) and also by Bargaining Unit shall be provided in January, April, July and October of each year. A copy of each list shall be posted on each Union's Bulletin Boards. Registered Nurses shall be on their own lists. The Bargaining Unit seniority lists shall be used in the event of a layoff or recall and for the purposes of selection as outlined in the Promotion and Transfer Article.

The seniority list shall contain the following information (if available):

- a) name;
- b) status (full-time, part-time, casual as appropriate);
- c) classification;
- d) straight-time hours as defined in Article 12.01 for full-time and part-time employees;
- e) for casuals, seniority hours worked;
- f) The seniority lists for all employees to be provided to the Union Offices in January and July of each year. Such information shall be provided in electronic format, such as Microsoft Excel, and will be provided securely to memberupdates@heu.org. For the BCNU, the lists and information will be sent to seniority@bcnu.org. This information is not on the lists that are posted:
 - home address,
 - home email,
 - phone number.

12.04 An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority.

12.05 An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- a) resigns from the employ of the Employer;
- b) is discharged for just and reasonable cause;
- c) is on layoff for more than twelve (12) consecutive calendar months;
- d) after a layoff, fails to report to work within three (3) working days after being recalled by registered letter addressed to the address last provided by the employee to the Employer, or within fourteen (14) calendar days if employed elsewhere and required to provide notice to that Employer;
- e) is absent for three (3) or more consecutive days without having notified the Employer and/or without providing an explanation satisfactory to the Employer;
- f) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given; or
- g) when a Union member has accepted a regular excluded position with the Employer and passed their probationary period.

12.06 Service Outside the Bargaining Unit

It is understood that 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 accumulation of seniority.

ARTICLE 13 - TERMINATION OF EMPLOYMENT

13.01 Employment Abandoned

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

ARTICLE 14 - NEW VACANCIES, PROMOTIONS AND TRANSFER

14.01 Where the Employer intends to fill a vacancy of more than sixty (60) calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications, scheduled hours of work (including start and stop times), commencement date and a brief outline of the position and the closing date for applications.

Copies of all postings shall be sent to the steward and office of the appropriate Union within seven (7) calendar days of the initial posting. The parties agree that an oversight in this regard shall not affect the job posting.

14.02 Temporary Promotions or Transfer

Where operational requirements make it necessary, and the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

Temporary vacancies greater than sixty (60) calendar days will be posted. Temporary vacancies that are expected to be for sixty (60) calendar days or less will be filled if possible as follows:

- (a) by the senior full-time or part-time employee who have indicated in writing, a desire to work in such position, providing there is no requirement for the Employer to pay any overtime or other premium; and failing that,
- (b) by casual employees in accordance with the casual call-in provisions of the Casual Addendum.

The successful employee will return to their former position upon completion of the assignment. As much notice as possible will be

given to the incumbent in a temporary position of greater than sixty (60) days prior to the end of the temporary position.

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.

14.03 Selection

In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability, and qualifications and where these factors are considered equal, the applicant with the greatest seniority shall fill the vacancy.

In the event that the Employer determines that there are no qualified internal applicants for the posted vacancy, then the Employer may proceed to select an external applicant.

The successful applicant will be given an employment letter outlining their status and regular hours of work.

Where an employee is not appointed to the vacancy or new position, they shall be given, upon request, an explanation as to why their application was not successful.

14.04 Trial Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job in a classification within the bargaining unit, then the promoted, voluntarily demoted, or transferred employee shall serve a trial period in their new job for a period of 225 hours worked.

In no instance during the trial period shall such an employee lose seniority or perquisites. However, if such employee, during the aforementioned 225 hour period is found unsatisfactory in the new position, then such employee shall be returned to their former job and increment step before the promotion, voluntary demotion, or

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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, voluntarily demotion, or transfer during the trial 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 Section.

14.05 The Employer shall also consider applications for posted vacancies from those employees, who are absent from their normal places of employment because of sick leave, annual vacation, paid or unpaid leave of absence, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy to be filled occur during their absence.

14.06 The Employer shall make a reasonable effort to notify the successful and unsuccessful applicant(s) prior to posting the name of the successful applicant. The Employer shall, within three (3) days of the selection, post the name of the successful applicant.

14.07 A copy of all postings shall be sent to:

- a) the steward of the respective Union within the aforementioned seven (7) calendar days; and
- b) to the HEU staff representative, or for registered nurses to bcnuclassifications@bcnu.org.

The parties agree that an oversight in this regard shall not affect the job posting.

14.08 The Employer agrees to provide to the Union the names

of all the applicants for a vacancy or new position in the course of grievance investigation.

The Employer agrees to provide the Shop Steward and the respective Local Union the name of the successful applicant and a list of unsuccessful applicants.

14.09 A regular employee promoted to a job with a higher wage rate structure shall receive the rate of pay on the wage grid of the new classification that is immediately higher than their wage rate immediately prior to the promotion (“next higher rate” excludes the probationary rate). For increment progression, a full-time employee’s increment anniversary date shall then become the initial day in the new classification. For a part-time employee they shall move to the next increment step upon accumulated hours worked in their new classification from the initial date in the new classification.

ARTICLE 15 - PERSONNEL FILES

An employee shall have the right to request that any disciplinary action and letter of expectation be removed from the Personnel File after eighteen (18) months has expired, provided that there has been no subsequent infractions or disciplinary action. An employee, or their designate, with the employee’s written authority, shall be entitled to view the employee’s Personnel File provided that the Employer is given adequate notice. Access to the Personnel File shall be provided within five (5) days (exclusive of weekends and statutory holidays) of the request.

A request by an employee for copies of documents contained in their Personnel File shall not be unreasonably denied.

The Personnel File shall not be made public without the employee’s written consent, except in the proper operation of the Employer’s business and/or for the purposes of this Agreement and/or as required by law.

ARTICLE 16 - CLASSIFICATIONS, JOB DESCRIPTIONS AND WAGE RATES

16.01 The Employer shall provide the Union with job descriptions for all classifications in the bargaining unit as set out in Appendix A, Classification and Wage Rates.

The job descriptions shall be used in the application of Article 14, New Vacancies, Promotion and Transfer.

16.02 In the event the Employer creates a new position, or adopts methods of operation significant enough to establish a new classification, the classification and wage rate shall be established by the Employer and written notice shall be given to the Union. Unless the Union provides notice of objection within sixty (60) days of the Employers notice, the classification and wage rate shall be considered to be agreed. Where the Union objects, and the matter cannot be resolved, the wage rate shall be the subject of Arbitration.

16.03 If the wage rate for the new classification is revised as a result of negotiation or arbitration, the revised wage rate shall be effective from the date when the new position was established.

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01 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.

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.

17.02 Definition of Displacement

Any employee classified as a regular employee shall be

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

17.03 Notice of Displacement

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

17.04 Technological Displacement

The Employer agrees that, whenever possible no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff it shall be done as outlined in Article 18, Layoff and Recall.

17.05 Job Training

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- a) for planning training programs for those employees affected by technological change;
- b) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- c) for planning training programs for those employees affected by new methods of operation; and
- d) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as Federal Human Resources Development Canada and Provincial Ministry of Labour, or other

recognized training institutions.

ARTICLE 18 - LAYOFF AND RECALL

18.01 A layoff shall be defined as the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or the reduction of an employee's regularly scheduled hours below the hours the employee was hired to perform.

18.02 In the event of layoff, regular full-time and part-time employees shall be laid off by job classification in reverse order of seniority within a Department, provided that there are available employees with greater seniority who have the qualifications and ability to do the work and are willing to do the work of the employees laid off.

18.03 A laid-off employee may bump a junior employee in their department or the most junior employee in any Department, provided the laid-off employee has more seniority and is willing and qualified and has the ability to do the job of less senior employee. However, in no circumstances will an employee affect a promotion through a bump. A promotion shall be defined in this section as an increase in basic rate of pay in excess of three (3) percent of the existing basic rate of pay. At time of layoff notice, the Employer will provide to employees affected by this clause a list of position options, including vacant positions. The laid off employee who decides to bump must do so within fourteen (14) calendar days from receipt of notice.

18.04 Except in cases of an act of God, fire or flood, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of lay-off, in accordance with the following schedule:

- (a) one (1) weeks' notice after three (3) months' continuous employment.
- (b) four (4) weeks' notice after twelve (12) months' continuous

employment.

- (c) five (5) weeks' notice after three (3) years' continuous employment, plus one additional week's wages for each additional year of employment, to a maximum of twelve (12) weeks' notice.

The Employer may substitute the equivalent pay in lieu of notice.

A copy of the notice of layoff shall be forwarded to the Union.

18.05 Employees on layoff shall be recalled in order of seniority, subject to their qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address.

An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed and within fourteen (14) calendar days if employed elsewhere and required to provide notice to that employer. An employee employed elsewhere shall give the Employer notice of their intent to return within three (3) calendar days of receipt of the notice of recall.

18.06 Laid-off employees failing to report for work of an ongoing nature within the time frames outlined above will be deemed to have abandoned their right to employment.

18.07 Laid off employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of up to one (1) year, or until recalled, whichever is the lesser.

18.08 If laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee shall be terminated by written notification at the expiration of the twelve (12) calendar month period.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01 The Employer shall post work schedules for a minimum of two (2) weeks at least two (2) weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six (6) consecutive days or more than twenty (20) days in a four (4) week pay period. Employees shall be scheduled to have two (2) consecutive days off, unless otherwise mutually agreed between the employee and the Employer. Where the Employer intends to rework the rotation, the Employer shall discuss such proposed work rotation with the employees affected with the goal of reaching mutual agreement. The Employer shall not make any change to hours of work, including start and stop times, day of work, unless the change is consistent with the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith.

19.02 The parties hereby agree the employees working four (4) shifts of seven-and-one-half (7½) hours each followed by two (2) days off shall be considered to full-time employees for purposes of this Collective Agreement.

19.03 Full-time and part-time employees shall be scheduled so as to provide for a minimum of twelve (12) consecutive hours off-duty, exclusive of overtime, between the completion of one work shift and the commencement of the next. Where it is not possible to schedule twelve (12) consecutive hours off-duty between scheduling work shifts, all hours by which such period falls short of twelve (12) consecutive hours shall be paid at overtime rates.

19.04 Regular full-time employees shall not be required to work three (3) different shifts, being days, evenings or nights, in any six (6) calendar day posted in their work schedule.

19.05 The Employer shall not adjust start and stop time by more than one (1) hour, without providing fourteen (14) calendar days' notice. The fourteen (14) calendar day notice shall not apply where there

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is an emergency. The employee will have the right to refuse this shift change if it is outside their stated in advance written availability.

19.06 In emergency situations beyond the Employer's control, the Employer may give less than forty-eight (48) hours' notice.

19.07 Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times or in a manner inconsistent with this agreement.

19.08 Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

19.09 Employees may exchange shifts with the prior written authorization of the Employer. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.

19.10 Where an employee reports for work as scheduled and no work is available, such employee will be entitled to a minimum of four (4) hours pay at their basic rate of pay, provided that if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign. In the event that the Employer does not assign work, the employee shall be paid two (2) hours at the basic rate of pay.

ARTICLE 20 - HOURS OF WORK

20.01 Hours of Work

(a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Saturday and end at 24:00 hours on the Friday following.

- (b) It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- (c) The regular work day for full-time employees shall consist of either:
 - i) seven-and-one-half (7½) hours of work exclusive of one-half (½) hour unpaid meal break or
 - ii) such other period as established by mutually agreed or as established by Variances.
- (d) Where the Employer designates an employee to be in charge and they cannot leave the building during their meal break, the employee's regular hours of work shall be eight (8) hours, inclusive of a one-half (½) hour paid meal break.

20.02 Rest and Meal Periods

- (a) All employees working a full seven-and-one-half (7½) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven-and-one-half (7½) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period.
- (c) All employees working more than five (5) hours will receive a thirty (30) minute (no more, no less), unpaid meal break scheduled as closely as practical to the middle of the workday.
- (d) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.
- (e) Where the Employer designates that an employee cannot leave the building during their meal break, the employee's regular hours of work will be inclusive of a one-half (½) hour meal break.

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Length of Shift	Paid Rest Break	Plus Unpaid Meal Break
Less than 4 hours	Nil	Nil
4 to 5 hours	One 15 minute break	Nil
More than 5 less than 7.5 hours	One 15 minute break	One ½ hour break
7.5 hours	Two 15 minute breaks	One ½ hour break

Where an employee is recalled to duty during their unpaid meal period they shall have the remaining portion of their meal period rescheduled during the shift. Where the Manager/designate cannot reschedule the remaining portion of the meal period, the employee shall be paid at one-and-one-half (1½) times the regular rate of pay for such period.

20.03 Preferred Shifts

- (a) The Employer may wherever possible, and subject to operational requirements consider an employee's request to work preferred shifts, provided they are available. If the request is denied, the Employer will provide the employee with the reasons for the denial.
- (b) The word "shift" for the purpose of this Agreement means the period when the majority of the hours scheduled falls within the day period (between 8:00 a.m. and 4:00 p.m.) evening period (between 4:00 p.m. and 12:00 midnight) or night period (between 12:00 midnight and 8:00 a.m.).

20.04 Meal Allowance

When an employee is pre-authorized to attend a function off premises and the function runs through the employee's meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

20.05 Daylight Savings Time Change

Employees shall be paid for actual hours worked on the shift when they are scheduled to work the night of the standard/daylight

savings time change. It is understood that this pay will be at straight-time.

20.06 On-Call

If the Employer has a need for employees to be on-call, the Employer will meet with the Union to negotiate language and compensation prior to employees being placed on-call. Should the parties not agree to on-call provisions, the matter will be referred to Arbitration by either party, within thirty (30) calendar days of discussion breaking down.

ARTICLE 21 - UNUSUAL JOB REQUIREMENTS OF A SHORT DURATION

21.01 The nature of retirement residences is such that at times it is necessary for an employee to perform work not normally required in an employee's 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 the employee is not trained.

21.02 Every employee shall take reasonable care to protect the employee's health and safety and the health and safety of other persons who may be affected by the employees' acts and omissions at work.

ARTICLE 22 - SPLIT SHIFTS

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

ARTICLE 23 - OVERTIME

23.01 All overtime must be authorized in advance by the Employer except in cases of emergency.

23.02 Authorized work performed in excess of:

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- a) seven-and-one-half (7½) hours in a day; or
- b) where mutually agreed, eight (8) hours in a day; or
- c) thirty-seven-and-one-half (37½) hours in a week; or where mutually agreed, forty (40) hours in a week, as the case may be;

shall be paid at the rate of one-and-one-half times (1½ x) the employee's basic rate of pay.

Employees who are working hours of work subject to variances shall be paid overtime for hours worked in excess of the hours specified in the variance.

23.03 Authorized work performed in excess of ten-and-one-half (10½) hours in a day shall be paid at the rate of two times (2x) the employee's basic rate of pay.

23.04 Employees working more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.

23.05 Where an employee works more than two (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.

23.06

(a) Opportunities for overtime work shall be offered to qualified employees on the basis of seniority except where operational requirements exist. Employees will register for overtime opportunities for each position that they are available to work overtime. Employees may refuse to work overtime except in cases of emergency. When an employee does not agree that an emergency exists, the employee shall work such overtime and may file a grievance. If it is found that an emergency does not exist; all overtimes hours worked shall be paid at the rate of two times (2x) the basic rate of pay.

(b) For Registered Nurse (RN) and Registered Psychiatric Nurse (RPN)

Employees on shift who are not relieved by the next shift will be offered overtime first. Should the employee decline the overtime the vacant shift will be offered to the employee on the next shift to come in early for overtime. All other overtime will be offered by seniority.

The Employer may request the RN/RPN to work a reasonable amount of overtime. Should the employee believe the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

23.07 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 regularly scheduled shift.

ARTICLE 24 - CALL-IN

24.01 Where an employee reports to work at the call of the Employer, but does not actually start working, the employee shall be paid a minimum of two (2) hours straight-time pay.

24.02 The Employer shall pay a school student reporting for work on their school day as required by the Employer, their basic rate of pay for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not they commences work.

ARTICLE 25 - CALL BACK

25.01 Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours

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worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable. Except in cases of emergency, the employee may decline the call-in.

25.02 Employees who are called back to work outside their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four (4) hours, whichever is greater. Except in cases of emergency, employees may decline the callback.

ARTICLE 26 - SHIFT PREMIUMS

26.01 Evening Shift Premium

Upon ratification (July 23, 2024), Nurses (RN and LPN) and Personal Care Aides working on an evening shift shall be paid a shift premium of ninety-five cents (\$0.95) per hour for the entire shift worked.

Evening shift is defined as any shift in which the majority of hours worked fall between the hours of 4:00 p.m. and 12:00 midnight.

26.02 Night Shift Premium

Night shift shall be paid a shift differential of one-dollar-and-forty-five cents (\$1.45) per hour for the entire shift worked. Effective upon ratification (July 23, 2024), this premium will increase to one-dollar-and-fifty-five cents (\$1.55) per hour.

Night shift is defined as any shift in which the majority of hours worked fall between the hours of 12:00 midnight and 8:00 a.m.

26.03 Medication Administration Premium

A medication administration premium of \$0.40 per hour premium shall be paid to personal care attendants for the entirety of each shift in which they are required to dispense and administer prescription medications apart from topical creams, ointments, suppositories or enemas. Personal Care Attendants who are

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required to dispense and administer medication will be provided with in-house training.

ARTICLE 27 - VACATIONS

27.01 Vacations with pay shall be granted to employees based on length of continuous service as of December 31st of the preceding year as follows:

(a) For full-time and part-time employees:

Years of Service	Vacation	Vacation Pay
Less than three (3) years	Three (3) weeks	6%
After three (3) years of service but less than eight (8) years	Four (4) weeks	8%
After eight (8) years	Five (5)	10%
<u>After fifteen (15) years</u>	<u>Twenty-seven (27) days</u>	<u>10.8%</u>

(b) For casual employees:

Hours of Service	Vacations	Vacation Pay
Less than 5,475 hours worked	Three (3) weeks	6%
After 5,475 hours worked and less than 14,600 hours worked	Four (4) weeks	8%
After 14,600 hours worked	Five (5) weeks	10%

Vacation leave for part-time employees will be based on service, not hours worked.

27.02 Casual employees shall receive the applicable percentage of straight pay on each pay cheque in lieu of scheduled vacations.

27.03 Vacation Carryover

A maximum of five (5) days of vacation time may be carried forward from one year to another. There shall be no advancement of vacation except by mutual agreement between the employee and the Employer. Employees who wish to carry forward vacation must notify the Employer by February 28th. Vacation pay for outstanding vacations will be paid out should no notice be provided.

Despite the foregoing, if an employee's vacation is cancelled or remains unscheduled solely due to the employer's operational requirements, the employee may elect to carry over up to two (2) weeks of vacation to be taken no later than June 30 of the following year.

27.04 Scheduling of Vacation

Department vacation request list will be posted by January 15th of each year. Subject to operational requirements, seniority will be a factor in determining vacation requests received by March 1st of each year, if no other agreement can be reached among employees. Where an employee chooses to split their annual vacation, their second choice of vacation shall be made only after all other employees who have applied by March 1st have made their initial selection. The vacation schedule shall be posted by April 1st.

Requests received after March 1st will be approved on a first come, first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority within a department. Where an employee chooses to split their vacation, they 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

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after all the other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

27.05 Vacation Pay on Termination

An employee who terminates their employment for any reason shall be paid any outstanding vacation pay as provided in Article 27.01.

27.06 Paid Leave While on Vacation

Where an employee qualified for sick leave requiring hospitalization, or bereavement during their period of vacation, there shall be no deduction from vacation credits.

27.07 Call-Back - Vacation

Where an employee is called back to work during their scheduled vacation, they shall be paid two times (2x) their regular rate of pay for all hours worked, and any vacation so displaced shall be rescheduled. Reasonable and substantiated travel expenses incurred shall be reimbursed. Employees shall not be recalled except in case of emergency.

ARTICLE 28 - PAID HOLIDAYS

28.01 Paid Holidays

Full-time employees shall receive the following holidays with pay:

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

Employees will be entitled to thirteen (13) statutory holidays and such other holidays as may be in future proclaimed or declared by

either the Federal or Provincial Governments.

Where one of the above noted named holidays falls on a Saturday or Sunday, an alternate day may be designated by the Employer as the paid holiday.

28.02 Scheduling of Holiday Lieu Days

The paid lieu day shall be scheduled by mutual agreement. The Employer shall make every effort to schedule a lieu day upon request of the employee subject to operational requirements.

Lieu days that are not scheduled shall be paid out as follows:

- (a) December 25 to June 30: unused days shall be paid out in the first pay period of July.
- (b) July 1 to December 24: unused days shall be paid out in the first pay period in December.

28.03 Holiday Lieu Pay

Holiday pay for a full-time employee who works regular hours will be computed on the basis of the number of hours the full-time employee would have worked had there been no holiday, at their regular rate of pay.

Effective in the second pay period following ratification of the Collective Agreement, part-time and casual employees shall be paid 5.2% of basic rate of pay on each pay, in lieu of a paid time off.

28.04 Holiday Falling on a Day of Rest

If one of the above named holidays occurs on a full-time employee's regular day off, or during their vacation period the full-time employee shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the full-time employee and the Employer, or the full-time employee shall receive a day's pay. Lieu days arising from designated paid holidays shall be scheduled with

the mutual agreement of the Employer subject to operational requirements. Full-time employees will have the option of taking the lieu day in time off or in pay.

28.05 Absences on a Paid Holiday

- (a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit their holiday pay, unless the absence is due to illness verified by a doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Article 28.03.
- (b) For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

28.06 Holiday Pay for Full-Time Employees

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

- (a) one-and-one-half times ($1\frac{1}{2}$ x) the regular rate of pay for hours worked on that day, plus
- (b) another day off with pay.

28.07 Holiday Pay for Part-Time and Casuals

Part-time and casual employees who are required by the Employer to work on a designated holiday will receive one-and-one-half times ($1\frac{1}{2}$ x) their regular rate of pay for hours worked on that day.

28.08 Pay for Overtime on a Paid Holiday

Where an employee works overtime on a paid holiday, such employee shall be paid two times (2x) the rate of pay for any such hours.

28.09 Christmas Day / New Year's Day

Consistent with operational requirements the Employer shall schedule either Christmas Day or New Year's Day off for

employees so requesting in writing by October 1st of each year.

ARTICLE 29 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

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

- (a) Employees shall advise their Manager or designated person in charge as soon as possible of illness or injury and the probable date of their return to work.
- (b) Effective January 1st, 2025, employees shall receive five (5) days of sick leave on January 1st of each year. Full-time and part-time employees shall receive an additional five (5) days of sick leave, pro-rated to their FTE, on July 1st of each year.
- (c) Regular employees may carry over unused sick leave credits to a maximum bank of seventy-five (75) hours. Once sick leave credits are used, an employee will re-start to accumulate sick leave credits up to this maximum.
- (d) The Employer shall advise employees of their accumulated sick leave credits in January.
- (e) Absence for an injury compensable under provisions of the *Workers' Compensation Act* shall not be charged against sick leave credits. Sick leave pay, providing credits are available, shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.
- (f) Where medical and/or dental appointments cannot be scheduled outside the employee's scheduled working hours, sick leave shall be granted. Sick leave will be paid when sick leave credits are available. Excessive use of medical or dental appointments may require medical or dental certificates.

29.02 Supplemental Unemployment Benefit (SUB) Plan Due to Illness or Injury

Effective January 1st, 2025, the Employer will register a Supplemental Unemployment Benefit Plan with the appropriate

government agency.

The plan shall provide sufficient weekly income benefits to eligible employees that, along with the gross amount of EI benefit received, will equal sixty-six-point-seven percent (66.7%) of normal weekly earnings. The plan will provide coverage beginning on the eight (8th) calendar day of illness or injury for up to seventeen (17) weeks at one time.

Eligibility and payment shall be as follows:

- (a) All full-time and part-time employees regularly scheduled to work an average of sixteen (16) hour or more per week shall be eligible for this plan.
- (b) Verification that the employees have applied for and are in receipt of employment insurance (EI) benefits will be made before SUB payments are paid.
- (c) Supplemental Unemployment Benefits do not apply to employees receiving long-term disability benefits.

29.03 Sick Leave While on Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

29.04 Certification of Fitness

After an absence due to illness or injury, the Employer may require documentation and/or Certificate of Fitness from a physician or the WorkSafeBC, certifying that the employee is medically able to resume the full duties of the position or a modified return to work.

The Employer agrees to pay for the Certificate of Fitness to a maximum of thirty dollars (\$30) per incident.

29.05 Notice of Absence/Return to Work

- (a) Employees who are absent from work because of sickness shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.
- (b) Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.
- (c) The Employer may request proof of illness or accident when an employee's sick leave utilization is considered excessive, there is an identified pattern of absences, or if the Employer suspects that the employee's absence may be fraudulent. The cost of the doctor's certificate, if any, will be borne by the employee.

29.06 Integration with Other Disability Income

Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, WCB, a private insurer or any other source, the Employer shall be reimbursed for any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY

30.01 The parties agree that a Joint Occupational Health and Safety Committee will be established for each Residence. The Committee shall meet at least once every month.

30.02 The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*.

30.03 The Employer and the Union will each appoint no more than three (3) persons to serve on the Committee, one of whom will be a BCNU Registered Nurse (Parkwood Court only). The Employer and the Unions may agree to increase the number of employee representatives. There shall be one Employer and one Union co-chair who shall preside over meetings on an alternating basis. The minutes of each meeting will be provided to Committee members and forwarded to each Union's office full-time representative within seven (7) days of their completion. For the BCNU, minutes will be sent to ohsreports@bcnu.org. For the HEU, minutes will be sent to healthandsafety@heu.org.

30.04 In addition to persons appointed by the parties, either party may involve other employees of the residence who are neither members of the bargaining unit or management, provided such is done by mutual agreement.

30.05 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 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 Occupational Health and Safety Regulation made pursuant to the *Worker's Compensation Act*.

30.06 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. In-Service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behaviour will be provided by the Employer. The Employer shall ensure that sufficient staff are present when any treatment or care is provided to such patients/residents.

30.07 An employee who believes that their workload is unsafe or

consistently excessive shall discuss the problem with their supervisor/ designate. If the issue is not resolved, then the issue shall be tabled with the Labour Management Committee. The Committee may consider the suggestions of outside resources regarding unresolved health and safety issues.

30.08 The Joint Occupational Health and Safety Committee may use the resources of WorkSafeBC to provide information to the Committee members in relation to their role and responsibilities. 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 Joint Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

30.09 The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and 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.

30.10 The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

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

The Employer will provide employees with instructions and the appropriate supplies to safely perform their duties on arrival at work during a confirmed outbreak or suspected outbreak.

30.12 Critical Incident Stress Defusing

In the event of a critical incident within the workplace the Employer will make available to employees who have suffered a serious work related, traumatic incident on a voluntary basis, access to WorkSafe BC's Critical Incident Response program. Leave to attend such a session will be without loss of day.

30.13 Violence in the Workplace

(a) Violence in the workplace

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that they are at risk of injury.

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the occupational health and safety program following the same procedures required by the Occupational Health and Safety Regulations that address other workplace hazards.

(b) Violence Program

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include the following elements:

- i) A Policy Statement on Violence
- ii) Risk Assessments
- iii) Written Supplementary Instructions
- iv) Worker and Supervisory Training
- v) Incident Report and Investigation
- vi) Incident Follow up

vii) Program Review

ARTICLE 31 - LEAVE – UNPAID

31.01 General Leave

- (a) A regular employee who has completed the probationary period may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state their request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's bona fide operational requirements, the leave shall not be unreasonably withheld.
- (b) When such leave is authorized, health and welfare benefits shall be maintained for the first twenty (20) work days. If the unpaid leave of absence exceeds twenty (20) work days in any year, the health and welfare benefits shall be paid entirely by the employee. Upon return from such leave, the employee will be returned to their former classification and increment step, if it still exists, or if it does not, to a comparable classification.

31.02 Unpaid Leave – Union Business

- (a) The Employer shall grant leaves of absence to employees to attend Union conventions and other Union business. Seniority and all benefits shall accumulate during such leave. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union shall attempt to give 14 days' written notice to the Employer. The Employer will attempt to respond to the application within three (3) days (exclusive of weekends and statutory holidays).
- (c) Leave of absence 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) Employees on such leave of absence will be paid by the

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Employer who will be reimbursed by the Union. The reimbursement shall cover the cost for the wages and benefits involved for that employee.

31.03 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 32 - MATERNITY, ADOPTION AND PARENTAL LEAVE

32.01 The employee shall normally provide the Employer with four (4) weeks written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.

32.02 An employee who is pregnant, or who adopts a child is entitled to seventeen (17) consecutive weeks of unpaid leave. Such employee may request an additional sixty-one (61) weeks of unpaid parental leave.

32.03 A birth father who requests parental leave, or an employee who is adopting who requests parental leave is entitled to sixty-two (62) consecutive weeks of unpaid leave beginning at the end of maternity leave or within seventy-eight (78) weeks of the child being placed with adopting parents or for a birth father, within seventy-eight (78) weeks after the child's birth.

32.04 Where an employee intends to return to work sooner, or later

than the original date, they shall normally give the Employer at least four (4) weeks written notice in advance. Parental leave may be extended without pay beyond the parental leave period to a maximum of five (5) weeks pursuant to the *Employment Standards Act*.

32.05 On completion of maternity, adoption or parental leave, the employee shall be placed in the same or comparable position to that held prior to the leave.

32.06 Where the employee currently is responsible for paying a portion of the cost of any of the health and dental benefits in which they participate, they shall prepay or supply postdated cheques for their portion of the premium costs, while on maternity, adoptive or parental leave.

32.07 Where a former employee who has resigned for the purpose of raising a dependent child, is successful in obtaining a posted position the Employer within three years of their termination, the employee shall retain their former increment and have their previous years of service recognized for the purpose of determined vacation entitlement only. Such employee shall serve the normal probationary period.

ARTICLE 33 - BEREAVEMENT LEAVE

33.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee (taken within a reasonable period) at the time of notification of death upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, ward and any other person permanently residing in the employee's household or with whom the employee permanently resides.

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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.

Bereavement leave of absence with pay shall not apply when an employee is on unpaid leave of absence.

Paid leave of up to two (2) days, in addition to bereavement leave referred to above, may be taken for travel associated with bereavement leave.

One day of the above entitlement may be saved for use on the date of interment (including funeral, wakes, or other celebrations of life), employees will provide as much advance notice as possible to the Employer.

33.02 An employee who has experienced a loss of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

ARTICLE 34 - JURY AND WITNESS DUTY

34.01 Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence with pay.

34.02 Should the employee receive any witness or jury fees, these amounts will be deducted from the Employee's pay during the period noted above. The amount of the deduction shall not exceed the employee's regular rate of pay for the period noted above.

34.03 The employee shall not be required to turn over any monies received for travel allowance or meal allowance.

ARTICLE 35 - FAMILY RESPONSIBILITY LEAVE AND MARRIAGE LEAVE

An Employee is entitled to request up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

Immediate family shall mean the spouse, child parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee's family.

Marriage Leave of three (3) unpaid days shall be granted upon application of the employee.

Effective January 1, 2018, an Employee with 20 years of service or more at the start of the employment year is entitled to request up to four (4) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family and may request one (1) paid day during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

ARTICLE 36 - EDUCATIONAL LEAVE

36.01 Where a license is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership.

36.02 Leave of absence without loss of pay, seniority and benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses

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and/or examinations. The cost of the course and/or any examination fee and reasonable and substantiated expenses incurred in taking the course and/or examination shall be paid by the Employer.

36.03 The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

36.04 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:

- (a) 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.
- (b) 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.
- (c) The Employer shall respond to any request in writing.

ARTICLE 37 - HEALTH AND WELFARE BENEFITS

Effective upon ratification (July 23, 2024), the paramedical benefit will be changed from a per visit amount to an annual maximum of two-hundred-and-fifty dollars (\$250) per existing practitioner.

Effective July 1, 2022, a direct pay drug card will be introduced.

37.01 Eligible employees shall enroll in the group insurance plan(s) at the time of hire except where the employee advises that they have alternate coverage. An employee who has not enrolled in a plan or has withdrawn may re-enroll in a plan subject to

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carrier approval and conditions. Re-enrollment shall occur only at the sign up opportunities in January and July.

37.02 For full-time regular employees, the Employer agrees to contribute one-hundred percent (100%) of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at two times (2x) annual insurable earnings of those employees under age sixty-five and one times (1x) the annual insurable earning of those employees beyond the age of sixty-five and under the age of seventy. Coverage will reduce to one times (1x) coverage on the date the employee attains age sixty-five.

37.03 For full-time regular employees under the age of sixty-five, the Employer agrees to contribute one-hundred percent (100%) of the premium costs of the Long Term Disability Plan.

37.04 The Employer shall pay one-hundred percent (100%) of the premium cost of the Health Insurance Plan for eligible full-time regular employees and their eligible dependents.

37.05 The Employer shall pay one-hundred percent (100%) of the premium cost of the Dental Plan for eligible full-time regular employees and their eligible dependents.

37.06 For part-time Regular Employees scheduled to work an average of sixteen (16) hours or more each week may choose to participate in either the Medical Services Plan or Prepaid Health Benefits Plan.

(Effective January 1, 2014) For part-time Regular Employees scheduled to work an average of sixteen (16) hours or more each week may choose to participate in the Medical Services Plan and Prepaid Health Benefits Plan.

37.07 For part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more a week, the

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Employer shall pay 75% to the cost of the Medical Services Plan for eligible part-time regular employees and their eligible dependents.

37.08 For part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more per week, the Employer agrees to contribute 75% of the costs of the Life Insurance and Accidental Death and Dismemberment Plan which provides \$15,000 coverage to part-time regular employees under age sixty-five (65) and \$7,500 coverage to part-time regular employees aged sixty-five (65) or over, but under the age of seventy (70).

37.09 For part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more per week, the Employer shall pay 75% of the cost of the Prepaid Health Benefits Plan for eligible part-time regular employees and their eligible dependents.

37.10 For part-time regular employees regularly scheduled to work sixteen (16) hours or more per week, the Employer shall pay 75% of the costs of the Dental Plan for eligible part-time regular employees and their eligible dependents.

37.11 The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer. Benefits are only available to full-time regular employees and part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more per week, who have completed the probationary period.

37.12 There shall be no reduction in benefit plan coverage during the term of this Collective Agreement without the mutual consent of the parties.

37.13 A Vision Care Plan of \$275 every two (2) years will be implemented as part of the Health Benefits Plan. The plan will

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provide for eye examinations every two (2) years up to one-hundred dollars (\$100). Effective the beginning of the second full month after ratification.

37.14 Terminal Illness Benefit

The terminal illness benefit shall be consistent with the terms of the Life Insurance policy which includes a payout of 50% of the life insurance entitlement. If the Living Benefit is paid, the amount of Employee Life Insurance that will be payable is the amount of the Life Insurance amount, less the amount paid under the Living Benefit provisions.

37.15 Casual Benefits

After a casual employee has filled a temporary position for a period of six (6) months, the casual employee shall be enrolled in the benefit plan for a period of the temporary position. The provisions will be consistent with the Collective Agreement.

ARTICLE 38 - UNIFORMS

38.01 Uniforms

Where the Employer requires the employee to wear a uniform, the Employer will provide such uniform.

38.02 Uniform Allowance

The employee shall have the responsibility of cleaning and maintaining their uniform in a state of good repair, and shall receive an allowance of nine cents (\$0.09) per hour worked.

ARTICLE 39 - TRANSPORTATION ALLOWANCE

39.01 For occasions when an employee is authorized to use their own vehicle while on the Employer's business, reimbursement of the current Canadian Revenue Agency rate per kilometer will be provided.

39.02 Where an employee is authorized to use their own vehicle while on the Employer's business for a sufficient number of occasions in a month to require Insurance Corporation of British Columbia business insurance on their vehicle, the Employer shall reimburse the employee that portion of the ICBC vehicle insurance premium related to business use of their vehicle.

ARTICLE 40 - SUPERIOR CONDITIONS

Where an employee is receiving a more favorable rate or condition than is specified in this Collective Agreement, the employee shall not incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 41 - SUBSTITUTION

41.01 Where an employee is required by the Employer to perform the duties of a higher-ranking bargaining unit position, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, or the equivalent of twenty dollars (\$20) per month prorated, for all such hours worked in the higher-ranking bargaining unit position.

41.02 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.

41.03 If the temporary transfer is to a lower rated job at the request of the employee, or as a result of exercising the right to bump in the event of a layoff, then the employee shall be paid the lower hourly rate of pay.

41.04 Where an employee is required by the Employer to perform the duties of a non-bargaining unit position for one (1) full shift of more, the employee shall receive the highest rate for their classification plus five (5) percent for the entire period, or the equivalent of one-hundred dollars (\$100) per month prorated, for

all such hours worked in the non-bargaining unit position.

41.05 In no circumstances shall there be pyramiding of wages and/or benefits.

ARTICLE 42 - RESPONSIBILITY PAY (NURSES ONLY)

A nurse designated in charge of a residence for three (3) hours or more shall be paid an allowance of \$1.40 per hour. Effective upon ratification (July 23, 2024), responsibility pay will increase to \$1.50 per hour.

ARTICLE 43 - PENSION PLAN

43.01 The Employer shall establish a Pension Plan. Participation in the Pension Plan which will be available to all full-time and part-time employees upon completion of six (6) calendar months of employment.

43.02 The Pension Plan will be a defined contribution pension plan. A Plan Document will be issued to all employees.

43.03

(a) Each participating employee shall contribute three percent (3%) of regular earnings to the Plan. The Employer will contribute three percent (3%) of the participating employee's regular earnings to the Plan.

Effective January 1, 2018, the contribution rate will be up to three-point-two-five percent (3.25%) of the participating employee's regular earnings to the Plan.

(b) Employees may make voluntary contributions to their regular contributions. However, the Employer does not match voluntary contributions.

ARTICLE 44 - PROFESSIONAL RESPONSIBILITY CLAUSE

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

- a) nursing practice conditions;
- b) safety of residents and staff;
- c) workload.

44.02 The employee with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern. At their request the employee may be accompanied by a steward.

44.03 If the matter is not resolved to their satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of their discussion with their immediate supervisor. The employee retains the original and forwards copies to the Chair of the Labour Management Committee and the Director of Health and Wellness.

44.04 If the matter is not resolved to their satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article 8, Grievance Procedure.

44.05 If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, the Nurse designated in charge, shall have the authority to call in additional staff. For such call in's, call in by seniority shall not apply.

ARTICLE 45 - PAY DAYS

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

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- (a) The pay statements made available to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave and an itemization of all deductions.
- (b) Pay statements will be made available to employees electronically on pay day.
- (c) The Employer will provide assistance to employees when a paper copy is requested.
- (d) Employees shall receive their pay statement on the pay day.
- (e) When an employee resigns, the Employer shall pay all wages owing to the employee within six (6) days of the date of their resignation.
- (f) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to the employee within forty-eight hours, exclusive of Saturdays, Sundays or holidays.
- (g) Where a payroll error is identified by an employee and is caused by Employer error, and where the money owed to the employee is greater than one-hundred dollars (\$100+), the Employer (if the employee so requests) shall correct the error and provide the money owed by direct deposit as soon as reasonably possible. If the money owed is less than \$100 or was because the employee failed to clock in and out properly, the pay shall be added to the next pay period.

ARTICLE 46 - INCREMENTS

46.01 All full-time employees shall move to the increment step indicted in Appendix A - Classification and Wage Rates based on the calendar length of continuous service from their most recent date of hire with the Employer.

46.02 Part-time and Casual employees (except for Registered Nurses only) shall move to the increment step indicated in Appendix A - Classification and Wage Rates, based on the accumulated hours worked since their most recent date of hire.

46.03 Part-time Registered Nurses only shall move to the

increment step indicated in Appendix A - Classification and Wage Rates based on the length of continuous service from their most recent date of hire with the Employer.

ARTICLE 47 - PREVIOUS EXPERIENCE

47.01

- (a) When a new employee is recruited, the Employer will consider previous comparable experience provided such experience was obtained within the previous twenty-four (24) month period. At the Employer's discretion, the employee may be commenced at any step in the wage grid for the classification as found in Appendix A.
- (b) For a newly hired Nurse, documented prior relevant nursing experience as determined by the Employer, is recognized provided not more than 24 months have elapsed since such experience was obtained. The newly hired Nurse is placed in the prevailing wage progression grid at the step reflecting one increment for each completed 1,950 hours of nursing experience.

47.02 A former employee, hired to perform a previously performed job, within three (3) months of their termination, may at the Employer's discretion be commenced at any step in the wage grid classification as found in Appendix A.

47.03 Employees who have left the Employer and are subsequently re-hired shall have their service recognized from the most recent date of hire only.

ARTICLE 48 - WAGE RATE AND LUMP-SUM PAYMENTS

Employees shall be paid in accordance with the wage schedules set out in this Collective Agreement.

ARTICLE 49 - PORTABILITY

An employee who transfers within The Kensington, Parkwood Court, and Parkwood Place shall have their previous services at these three residences be recognized within the provisions of this Collective Agreement.

ARTICLE 50 - NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer in advance when the Staff Representative intends to visit the Employers place of business for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the residence.

ARTICLE 51 - BULLETIN BOARDS

Covered bulletin boards 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 these for the posting of Employer/Union business only.

ARTICLE 52 - VACCINATION AND INOCULATION AND MEDICAL EXAMS

52.01 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

52.02 The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the

provision of preventive vaccines for hepatitis, or medically approved preventative medication for hepatitis, free of charge to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 53 - EMPLOYER PROPERTY

53.01 Employees must return to the Employer all Employer property provided to them for the performance of their duties at the time of termination. The Employer shall take such action as required to recover the value of Employer property not returned by the terminating employee.

53.02 Where an employee's personal possessions are damaged by a resident or guest, and upon submission of reasonable proof within fourteen (14) calendar days of such incident, the Employer shall pay for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

53.03 Where there is a practice of the Employer supplying tools to employees, such practice shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost, broken or stolen while being used in the work of the Employer. The Employer may request that the employee demonstrate that they have taken reasonable precautions to protect the tools against loss, theft or misuse.

ARTICLE 54 - LOCKUP OF PERSONAL EFFECTS

54.01 The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.

54.02 The Employer will not enter an assigned locker without the presence of the employee and/or Union Steward.

ARTICLE 55 - INDEMNITY

The Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer, as directed and/or authorized by the Employer; and
- (b) assume all costs, legal fees, and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

ARTICLE 56 - LEGAL PICKET LINE

Refusal to cross a legally established picket line arising out of a labour dispute as defined in the *Labour Relations Code*, 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 and benefits.

ARTICLE 57 - FREE BEVERAGES & PARKING

57.01 The practice of providing free beverages to staff will be continued.

57.02 The parties agree that, subject to availability as determined by the Employer, parking shall be provided free of charge to staff.

ARTICLE 58 - CONTRACTING OUT

58.01 The Employer agrees that it will not contract in or out bargaining unit work that will result in layoff of employees within the bargaining unit during the term of this Agreement.

58.02 The Employer will discuss with representatives of the local, the functions it intends to contract out, that could otherwise be performed by members of the Union within the residence, except where an emergency exists.

58.03 Volunteers

It is agreed that Volunteers utilized by the Employer will be supernumerary to established positions in the bargaining unit and shall not result in layoff of bargaining unit employees. Volunteers will be supervised by a Manager.

ARTICLE 59 - COPIES OF THE COLLECTIVE AGREEMENT

59.01 The Union shall print the Collective Agreement in an agreed format, and shall provide sufficient copies for the Employer to distribute copies of the Collective Agreement to employees. The Employer shall provide a copy of the Collective Agreement to all new employees at time of hire.

59.02 The Union and the Employer shall each contribute fifty percent (50%) of the cost of printing the Collective Agreement.

59.03 In this Collective Agreement, titles shall be descriptive only and shall form no part of the interpretation of the Collective Agreement by the parties or an Arbitrator.

ARTICLE 60 - FUTURE LEGISLATION

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- (c) If the parties cannot mutually agree on provisions to be substituted, then the matter may be forwarded to Arbitration as pursuant to Article 9 – Arbitration of the Collective Agreement.

ARTICLE 61 - UNION ADVISED OF CHANGES

The Union shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

ARTICLE 62 - NURSE LICENSING REGISTRATION FEES

Effective January 1, 2025, the Employer will reimburse all regular nurses who have been continuously employed for a period of three (3) years, the cost of their annual nursing registration fees paid to the BC College of Nurses and Midwives, or its successor, as follows:

- a) Registered Nurses: \$300
- b) Licenses Practical Nurses: \$225

Regular part-time employees will be reimbursed on a prorate basis based upon their FTE. Reimbursement may only be claimed where another Employer has not paid the full amount and the total reimbursement claimed cannot exceed the registration dues.

ARTICLE 63 - EFFECTIVE AND TERMINATING DATES

63.01 The Collective Agreement shall be effective from January 1, 2023 and shall remain in force and be binding upon the parties until December 31, 2026 and from year to year thereafter unless terminated by either party or written notice served during the month of October 2026.

63.02 Both Parties shall adhere fully to the terms of this Collective Agreement during the period of collective bargaining and until a new Collective Agreement is signed.

63.03 During the term of this Collective Agreement, the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout. Strike shall include any picketing, stand-in, study session, slowdown, or other curtailment or restriction of

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productivity, or interference with work in and about the Employer's residences, or any other acts defined in the *Labour Relations Code*.

63.04 The operations of Sections 50(2) and 50(3) of the *Labour Relations Code* are hereby excluded from this Collective Agreement.

63.05 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement in writing at any time during the life of this Collective Agreement.

ARTICLE 64 - EMPLOYMENT STANDARDS ACT, LEAVES

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

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

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as if may be amended from time to time.

ADDENDUM - CASUAL EMPLOYEES

(A) TERMS AND CONDITIONS OF EMPLOYMENT

1. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - Article 11 Probationary Period
 - Article 18 Layoff and Recall
 - Article 19 Scheduling Provisions
 - Article 29 Sick Leave, WCB, Injury on Duty
 - Article 31 Leave - Unpaid
 - Article 33 Bereavement Leave
 - Article 34 Jury and Witness Duty
 - Article 35 Family Responsibility Leave and Marriage Leave
 - Article 37 Health and Welfare Benefits
 - Article 43 Pension Plan
 - Article 58 Contracting Out
2. Casual employees shall serve a probationary period of four-hundred-and-eighty-seven-point-five (487.5) hours worked. During the probationary period, the Employer shall provide the probationary employee with orientation to the department/work area where the employee will be assigned.
3. Casual employees may achieve part-time or full-time status only by successfully bidding into a permanent vacancy through the job posting procedure. A casual employee who fills in for a full-time or part-time employee shall not thereby become a full-time or part-time employee.
4. When a casual employee who has completed probation is promoted to full-time or part-time status, the employee will not be required to serve another probationary period but will be required to complete the trial period. However,

when a casual employee who has not completed probation is promoted to full-time or part-time status, the employee will be required to serve the probationary period.

5. Pursuant to Article 12 - Seniority, casual employees' seniority for the purposes of work assignments will be by residence/work site. However, bargaining unit wide seniority will be used in the event of lay-off/recall and in the application of the selection process set out in the Promotion and Transfer Article. Casual employees accumulate seniority on the basis of hours worked.
6. Casual employees shall be paid the appropriate percentage as applicable, of their straight-time regular wages on each pay day in lieu of scheduled vacations and 5.2% of their straight-time pay in lieu of statutory holidays.
7. A regular full-time or part-time employee who is laid off shall be entitled to transfer to casual status. Other regular full-time or part-time employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall only be entitled to the terms and conditions of employment applicable to casual employees. Seniority for such employees will be converted to hours worked in accordance with, and for the purposes of Article 12, Seniority.
8. A seniority list by residence/work site and a seniority list by overall bargaining unit seniority will be revised and updated every three months commencing in January. The seniority of each casual employee thus determined will be entered into the residency register in descending order of the most hours worked to the least. For the purpose of call-in to do casual work any time accumulated in a current three month period shall not be recognized until the next following adjustment date.

WC Operating (British Columbia-2) GP Inc. (Oakwood Manor, Parkwood Place, The Kensington) & Poly-party Union of Hospital Employees' Union and BC Nurses' Union: Jan 1, 2023-Dec 31, 2026

The seniority list by residence/work site and by overall bargaining unit seniority shall be provided to the Union within two weeks of the time they are revised and updated.

9. 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 number of hours worked in the six (6) month period prior to receiving WorkSafe BC benefits.

(B) CASUAL CALL-IN

1. The Employer shall consider residence/work unit seniority in the call in of casual employees. Casual employees who are registered to work in the job classification and department where the work is required to be done shall be called in order of residence/work unit seniority.
2. A casual employee shall be entitled to register for work in any job classification in any department at one residence for which they have the qualifications to perform.
3. The Departments shall be defined as Housekeeping Department, Food Services Department, Building Services Department, Recreational Services Department, Marketing Department, Administration Department and Nursing Department.
4. Casual employees registered for casual work shall notify the Employer one (1) pay period in advance of the dates and times they will be available to work in the upcoming two (2) pay periods (the schedule of pay period dates will be posted in the work site). The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
5. Casual employees registered for casual work shall notify the Employer of the times of 'unavailability due to sickness or vacation during which time Clause 4 herein shall not apply.
6. Casual employees who accept an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

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7. Casual employees who are called in by the Employer and report for work shall be paid a minimum of four (4) hours at the applicable rate of pay.
8. Casual employees have the right of refusal of two (2) calls during a pay period. Casual employees who refuse five (5) calls in a six (6) consecutive pay periods may have their names removed from the call-in list.
9. In order to facilitate the development of skills and orientation of newly hired casual employees, the Employer may at its discretion, assign ten (10) shifts to the new employee in the first three (3) months of employment before available shifts are offered to other employees on the casual call-in list. All shifts worked within that period shall count towards the 10-shift maximum.
10. The manner in which casual employees shall be called to work shall be as follows:
 - a) One (1) call shall be eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books and be provided with photocopies if so requested.
 - b) In the event the casual employee uses a telephone answering machine, cellular phone or text message (by mutual agreement), the Employer is obligated to leave a message to return the phone call or text 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. Where the casual employee is on shift, the Employer will contact them in person.
 - c) In the event of a busy signal, the Employer shall telephone the employee once again after two (2) minutes. If the

telephone is still busy, the next employee on the call-in shall be called.

11. The call-in process for casual shifts, which are known two (2) weeks or more in advance is as follows:
 - The Employer shall call casuals in order of seniority.
 - The Employer shall allow thirty (30) minutes for a casual to return the call before calling the next senior casual on the list.
12. Regular part-time employees may register for casual work in the residence in which they are actually working and in one or both of the other work locations of the Employer as long as the particular part-time employee has worked at the other location(s). Part-time employees will be assigned casual work, according to seniority hours, in accordance with the following:
 - a) for casual assignments of four (4) or more shifts, the senior part-time employee in the department shall be offered the casual assignment. If the senior part-time employee accepts the casual assignment the schedule of the senior part-time employee will be changed. No further changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedure.
 - b) casual assignments of less than four (4) shifts in a) above will be offered to employees on the call-in list by order of seniority.
13. Accumulated sick leave credits 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.
14. A block of shifts is defined as the shifts between regular days off, or where mutually agreed, any combination of shifts.
15. a) Casual employees are entitled to the prescribed number

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of paid sick days administered in accordance with the *Employment Standards Act*.

b) This benefit for casual employees does not accrue and will not be paid out or carried over from year to year.

CLASSIFICATION AND WAGE RATES HEU

Please Note that in the Following Classifications, those Working at Oakwood Manor (formerly Parkwood Court) are Subject to Wage Levelling, Not the Wage Rates Indicated

Classification	Steps	Current Rate
<u>Dining Room Supervisor</u>	Probation	\$23.20
	487.5 Hours	\$23.35
	1,825 Hours	\$23.50
	3,650 Hours	\$23.66
Housekeeping, Laundry Assistant, Food Service Assistant	Probation	\$18.20
	487.5 Hours	\$19.70
	1,825 Hours	\$20.20
	3,650 Hours	\$20.66
<u>Night Housekeeper Supervisor</u>	Probation	\$24.01
	487.5 Hours	\$24.83
	1,825 Hours	\$25.66
	3,650 Hours	\$26.49
Receptionist / Marketing Assistant	Probation	\$18.20
	487.5 Hours	\$19.70
	1,825 Hours	\$20.20
	3,650 Hours	\$20.66
Recreation Assistant, Bookkeeper	Probation	\$19.60
	487.5 Hours	\$21.13
	1,825 Hours	\$21.62
	3,650 Hours	\$22.10
Concierge, Night Housekeeper	Probation	\$21.01
	487.5 Hours	\$22.48
	1,825 Hours	\$23.01
	3,650 Hours	\$23.49
Building Service Assistant	Probation	\$21.30
	487.5 Hours	\$22.78
	1,825 Hours	\$23.31
	3,650 Hours	\$23.77

WC Operating (British Columbia-2) GP Inc. (Oakwood Manor, Parkwood Place, The Kensington) & Poly-party Union of Hospital Employees' Union and BC Nurses' Union: Jan 1, 2023-Dec 31, 2026

Classification	Steps	Current Rate
Cook	Probation	\$21.62
	487.5 Hours	\$23.09
	1,825 Hours	\$23.62
	3,650 Hours	\$24.10
Assistant Cook	Probation	\$18.16
	487.5 Hours	\$19.74
	1,825 Hours	\$20.24
	3,650 Hours	\$20.73
Personal Care Aide (Parkwood Court)	Probation	\$22.65
	487.5 Hours	\$24.15
	1,825 Hours	\$24.69
	3,650 Hours	\$25.17
Licensed Practical Nurse (Oakwood Manor, formerly Parkwood Court)	Start	\$29.00
	1,950 Hours	\$29.57

CLASSIFICATION AND WAGE RATES BCNU

All Steps in the Registered Nurse Classification are Subject to Wage Levelling, Not the Wage Rates Indicated

Classification	Steps	Current Rate
Registered Nurse (Oakwood Manor, formerly Parkwood Court)	1st Year	\$36.48
	2nd Year	\$37.91
	3rd Year	\$39.29
	4th Year	\$40.70
	5th Year	\$42.11
	6th Year	\$43.52
	7th Year	\$44.91
	8th Year	\$46.27
	9th Year	\$47.65

MEMORANDUM OF AGREEMENT #1

BETWEEN

**WC OPERATING (BRITISH COLUMBIA-2) GP INC.
OAKWOOD MANOR
PARKWOOD PLACE
THE KENSINGTON**

AND

**THE POLY-PARTY UNION OF
HOSPITAL EMPLOYEES' UNION**

AND

BRITISH COLUMBIA NURSES' UNION

Re: Meal Tickets

The practice of providing meal tickets will continue. The charge for such tickets shall be \$3 for a meal and \$0.50 for a snack.

**Signed on Behalf
of the Employer:**

**Signed on Behalf
of HEU:**

**Signed on Behalf
of BCNU:**



Peter Kafka
Chief Spokesperson



Maria Rodriguez
HEU



Jonathan Karmazinuk
BCNU

Apr 7/2026

Dated

January 27, 2025

Dated

Dated

MEMORANDUM OF AGREEMENT #2

BETWEEN

**WC OPERATING (BRITISH COLUMBIA-2) GP INC.
OAKWOOD MANOR
PARKWOOD PLACE
THE KENSINGTON**

AND THE POLY-PARTY UNION OF

HOSPITAL EMPLOYEES' UNION

AND

BRITISH COLUMBIA NURSES' UNION

Re: General Wage Increases for non-wage-levelled employees

(a) Non-wage-levelled employees shall receive general salary increases/lump sum payment as follows:

- April 1, 2024 - 3% general wage increase (retroactive)
- January 1, 2025 - 3% general wage increase
- January 1, 2026 - 3% general wage increase

Parkwood Place and Kensington

- Regular full-time employees who have been employed prior to October 2, 2023 shall receive a one-time payment of \$350.
- Regular part-time employees shall have the above amount pro-rated based on their FTE.

(b) Eligibility for retroactive pay will apply to employees who are active at the date of ratification, based on regular straight-time

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hours worked, paid vacation and paid statutory holidays and will be paid within four (4) pay-periods of the date of ratification on a separate payroll run.


**Signed on Behalf
of the Employer:**

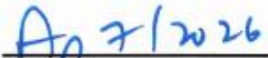
**Signed on Behalf
of HEU:**

**Signed on Behalf
of BCNU:**


Peter Kafka
Chief Spokesperson


Maria Rodriguez
HEU


Jonathan Karmazinuk
BCNU


Dated

January 27, 2025
Dated

Dated

LETTER OF UNDERSTANDING #1

BETWEEN

WC OPERATING (BRITISH COLUMBIA-2) GP INC.

OAKWOOD MANOR
PARKWOOD PLACE
THE KENSINGTON

AND

THE POLY-PARTY UNION OF
HOSPITAL EMPLOYEES' UNION

AND

BRITISH COLUMBIA NURSES' UNION

Re: Transition Seniority

During the 2022-2025 round of bargaining, the Parties agreed to transition seniority in the Collective Agreement to hours effective on ratification.

To facilitate this transition, all regular employees that previously accrued seniority based upon their hire date will be converted to hours by multiplying their date by 1,950 hours per year.

**Signed on Behalf
of the Employer:**


Peter Kafka
Chief Spokesperson

Apr 7 / 2026
Dated

**Signed on Behalf
of HEU:**


Maria Rodriguez
HEU

January 27, 2025
Dated

**Signed on Behalf
of BCNU:**


Jonathan Karmazinuk
BCNU

Dated

LETTER OF UNDERSTANDING #2

BETWEEN

WC OPERATING (BRITISH COLUMBIA-2) GP INC.

OAKWOOD MANOR
PARKWOOD PLACE
THE KENSINGTON

AND

THE POLY-PARTY UNION OF
HOSPITAL EMPLOYEES' UNION

AND

BRITISH COLUMBIA NURSES' UNION

Re: Transition of Sick Time

During the 2022-2026 round of bargaining, the Parties agreed to transition the sick time in the Collective Agreement from a monthly accrual system to a system that credits sick time bank as a lump sum twice a year to take effect on January 1st, 2025.

Sick Time

Until the transition takes effect, employees will continue to accrue their sick time as follows:

- (a) Full-time employees who have completed the probationary period shall be credited with fifteen (15) hours of sick leave and shall then accumulate sick leave credits at the rate of five (5) hours per month of service to a maximum of seventy-five (75) hours. Provided credits are available, employees will be eligible to claim one-hundred percent (100%) of scheduled lost time due to personal illness.
- (b) Part-time employees regularly scheduled to work an average of sixteen (16) hours or more per week and who have

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completed the probationary period shall be credited with eleven-and-one-quarter (11¼) hours of sick leave and shall then accumulate sick leave credits at the rate of three percent (3%) of hours worked per month to a maximum of seventy-five (75) hours. Providing credits are available, employees will be eligible to claim one-hundred percent (100%) of scheduled lost time due to personal illness.

- (c) Part-time employees regularly scheduled to work less than an average of sixteen (16) hours per week and who have completed the probationary period shall be credited with eleven-and-one-quarter (11¼) hours of sick leave and shall accumulate sick leave credits at three percent (3%) of hours worked per month to a maximum of one-hundred-and-fifty (150) hours. Providing credits are available, employees will be eligible to claim one-hundred percent (100%) of scheduled lost time due to personal illness.
- (d) Notwithstanding the above, part-time employees accruing less than the prescribed number of paid sick days under the *Employment Standards Act*, are entitled to the prescribed number of paid sick days.

Weekly Indemnity

Until the transition takes effect, employees will continue on the weekly indemnity plan as follows:

- (a) (Effective October 1, 2013) Full-time and part-time employees regularly scheduled to work an average of sixteen (16) hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident or the eight (8th) calendar day of illness.

Coverage will continue for up to seventeen (17) weeks. The indemnity plan shall provide to qualifying employees sixty-six-point-seven percent (66.7%) of the first \$950 of weekly insurable earnings plus fifty percent (50%) of the balance with a maximum weekly benefit of \$1,100.

WC Operating (British Columbia-2) GP Inc. (Oakwood Manor, Parkwood Place, The Kensington) & Poly-party Union of Hospital Employees' Union and BC Nurses' Union: Jan 1, 2023-Dec 31, 2026

(b) The weekly indemnity plan for new employees will be effective on completion of the probationary period.

On January 1st, 2025, the date of transition, this LOU will expire, and all employees will be subject to Article 29.01(b) & 29.02.

All employees will maintain their accrual sick leave banks during the transition to the new system.

**Signed on Behalf
of the Employer:**

**Signed on Behalf
of HEU:**

**Signed on Behalf
of BCNU:**


Peter Kafka


María Rodríguez



Chief Spokesperson HEU

Jonathan Karmazinuk
BCNU

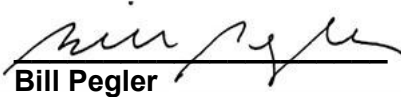
Apr 7/2026
Dated

January 27, 2025
Dated

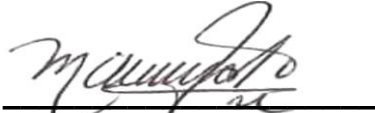
Dated

WC Operating (British Columbia-2) GP Inc. (Oakwood Manor, Parkwood Place, The Kensington) & Poly-party Union of Hospital Employees' Union and BC Nurses' Union: Jan 1, 2023-Dec 31, 2026

**SIGNED ON BEHALF OF
THE POLYPARTY:**



Bill Pegler
Coordinator of Private Sector
& Special Projects

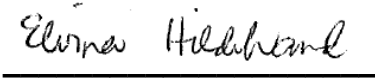


Maria Rodriguez
HEU Bargaining Representative



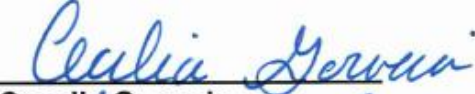
Jonathan Karmazinuk
BCNU Senior Labour Relations Officer - Education

Bargaining Committee (BCNU):

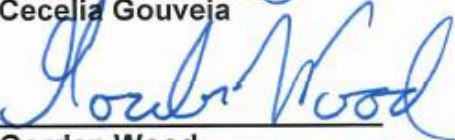


Elvina Hildebrand

Bargaining Committee (HEU):



Cecelia Gouveja



Gorden Wood



Teresa Rodriguez

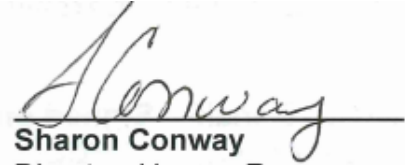
January 27, 2025

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Peter Kafka
Chief Spokesperson



Sharon Conway
Director, Human Resources

Dated