

COLLECTIVE AGREEMENT
BETWEEN
ONCORE SENIORS SOCIETY
RIVERBEND MANOR AND MAYFAIR MANOR
AND



HOSPITAL EMPLOYEES' UNION

November 24, 2019 to November 23, 2023

Note: underlined text is new language for 2019-2023

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Purpose of Agreement

It is the desire of both parties to this agreement to:

- (a) Improve the quality of life for the residents of Oncore Seniors Society (Riverbend Manor and Mayfair Manor).
- (b) Establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (c) Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the employees.
- (d) Respect at all times that Oncore Seniors Society (Riverbend Manor and Mayfair Manor) is the permanent home of its tenants and will be treated as such.

Definitions

For the purpose of this agreement:

1. "Employee Status" means:
 - (a) **Regular Full-Time Employee**
A regular full-time employee is one who works full time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.
 - (b) **Regular Part-Time Employee**
A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement, subject only to the Addendum - Part-Time Employees.

(c) Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum - Casual Employees.

(d) Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.03 - Grievance Procedure.

2. "Employer" means: Oncore Seniors Society (Riverbend Manor and Mayfair Manor) as listed on the certification of July 7, 1998 from the Labour Relations Board to the Hospital Employees' Union (HEU).
3. "Union" means the Hospital Employees' Union as listed on the certification of July 7, 1998 from the Labour Relations Board to the Hospital Employees' Union (HEU).
4. "Common-law spouse" is defined as two (2) people who have co-habitated as spousal partners for a period of not less than one (1) year.
5. All reference to days, weeks, months and years, in this agreement, shall be calendar days, calendar weeks, calendar months and calendar years.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

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

1.02 Union Shop

Employees in the bargaining unit who were employed by the Employer and were not members of the Union prior to date of certification by the Union, shall have the option of:

- (a) applying for membership in the Union, which membership they shall maintain,
- (b) not applying for membership in the Union but, as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union dues and assessments and shall be deemed to have made an irrevocable assignment under Article 1.02.

All other employees in the bargaining unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the bargaining unit, including newly-hired employees, shall become members of the Union at 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 or an amount equal to 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 Article 1.02, the following provisions shall not be applicable to the employee:

- Grievance Procedure - Article 4.03
- Dismissal/Suspension for Alleged Cause - Article 4.04
- Employer's Notice of Termination - Article 11.03

1.03 Union Check-off and Induction

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 an employee to cover the deductions.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of continued employment, employees shall sign a wage assignment covering such deduction.

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

The Employer agrees to sign into the Union all new employees whose jobs are in the bargaining unit in accordance with the provisions of Article 1.02 - Union Shop.

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

Twice in every calendar year on March 1 and October 1, the Employer shall provide the Union a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers which shall be sent to: memberupdates@heu.org.

At the beginning of each calendar month, the Employer shall provide the opportunity for a union-designated representative to meet with any new employees hired within the previous thirty (30) days.

The Employer shall schedule a meeting during normal working hours for the employee and union-designated representative for this purpose and will not deduct wages or benefits from those employees in attendance.

1.04 Shop Stewards

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

- (a) Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards plus alternates.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) Union business may only be transacted on the Employer's property and/or during business hours with the prior approval of the Employer. Approval shall not be unreasonably denied. When the absence of a Shop Steward or Union Committee member would unduly interfere with the proper operation of the Employer's business, then such Shop Steward or Union committee may be refused leave of absence to transact Union business. In such cases, the Employer shall arrange an alternative time for the Shop Steward or Union representative to conduct Union business during normal work hours.

1.05 No Discrimination

The Employer and the Union agree that there shall be no discrimination, or coercion exercised or practiced with respect to any employee by reason of their membership or non-membership in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

“Discrimination” is defined as being based on any of the prohibited ground of discrimination under the *Human Rights Code* of British Columbia including: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identify or expression, age or conviction of an offense that is unrelated to a person’s employment or intended employment.

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment. An employee allegedly being harassed shall register the complaint in writing, through the Union.

“Harassment” is defined as: “Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer.

The staff representative and/or the manager shall deal with the complaint with all possible confidentiality.

The manager will investigate the allegation and, if substantiated, take appropriate action. Unresolved complaints may be submitted by the Union to Step 2 of the grievance procedure.

A complaint of harassment against any member of the management of Oncore Seniors Society (Riverbend Manor and Mayfair Manor) will be referred in writing to the Board of Directors of Oncore Seniors Society (Riverbend Manor and Mayfair Manor). The Board of Directors of Oncore Seniors Society (Riverbend

Manor and Mayfair Manor) will conduct an investigation into the matter and issue a decision within fourteen (14) days of receipt of the complaint.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

Subject to the provisions of this agreement, the management of the Employer's business is vested exclusively in the Employer.

2.02 Notice of New and Changed Positions

(a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection thereto by the Union is given to the Employer within forty-five (45) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 7.08(c).

If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

(b) Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within

forty-five (45) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide specific reasons for the objection in writing subject to the provisions of Article 7.08(c).

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 3 - TECHNOLOGICAL CHANGES

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.

3.01 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as result of a change in plant or equipment. Any practice, procedure, operation or undertaking by the Employer that does not result in the termination of regular employees is not considered to be technological change.

3.02 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.

Sixty (60) days before the introduction of any technological change the Employer shall notify the Union of the proposed change.

3.03 Bumping

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

3.04 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 7.02 and Article 7.05.

ARTICLE 4 - GRIEVANCE PROCESS

4.01 Joint Committee

At the request of either party, the Employer and the Union shall meet for the purposes of discussing issues relating to the workplace they affect, the parties or any employees bound by this agreement. Agendas for such meetings shall be exchanged at least one week ahead of the meeting. The agenda shall be subject to any amendment to deal with any issue that may arise prior to the commencement of the scheduled meeting. Attendance at such meetings are without loss of pay or at straight-time wages at a minimum of two hours pay.

4.02 Conduct of Grievance Procedure

(a) Union Representation

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of

the General Manager or designate, in accordance with Article 1.04.

(b) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place during hours of work, subject to Article 1.04.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

Approval of such leave shall not be unreasonably denied. When the absence of a Shop Steward would unduly disrupt the operation of the Employer's business, such Shop Steward may be refused leave to transact Union business, in which case the Employer shall arrange as soon as possible an alternative work time for the Shop Steward to conduct the Union business.

(c) Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by a board of arbitration for such time as his/her attendance is reasonably required, provided the dispute involves the Employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

(d) Arbitration Board Hearings

Where operational requirements permit, the Employer shall

grant leave without loss of pay to a reasonable number of employees representing the Union before an arbitration board, provided the dispute involves the Employer.

(e) **Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files, after the expiration of twelve (12) months from the date it was issued provided that there have been no other disciplinary documents of a similar nature placed on the employee's file during such period. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

(f) **Personnel File**

An employee, or the Secretary-Business Manager of the Union, or his/her designated representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, and make copies in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference and make copies.

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

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

4.03 Grievance Procedure

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

- (a) Any difference or disputes whatsoever arising between the parties or the employees concerned, respecting the interpretation application, operation, any alleged violation of any provision of this collective agreement including any question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by this agreement.

Step 1 The individual employee with or without his/her Shop Steward or alternate (at the employee's option) shall first discuss the matter with his/her manager with in seven (7) calendar days of the occurrence of the grievance or when the employee should have reasonably known.

In this first step, both parties shall make every reasonable effort to settle the dispute. Should a settlement not be agreed upon at this stage, then:

Step 2 The grievance shall be reduced to writing on the appropriate grievance form, signed by the employee and the Shop Steward or Union Committee member, and shall be presented to the immediate Manager of the department by the Shop Steward or Union Committee member who shall discuss the grievance within seven (7) calendar days of receipt of the grievance, the

Manager shall give his/her written reply. Failing a satisfactory settlement at this stage, then prior to meeting at Step 3, each party shall provide to the other a statement of facts and copies of all relevant documents. The grievance shall specify the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required.

Step 3 The grievance shall be a matter of discussion between the Union Secretary-Business Manager or his/her representative with or without the Shop Steward or alternate and the manager or his alternate.

After the Step 3 meeting has concluded, the Employer shall render a decision in writing to the Union within seven (7) calendar days of the meeting.

Step 4 Failing satisfactory settlement at Step #3, the Union shall inform the Employer of their intention to submit the dispute to arbitration within thirty (30) calendar days after the Employer's decision was due to have been rendered.

4.04 Dismissal/Suspension for Alleged Cause

1. Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union Secretary-Business Manager or his/her designated representative.
2. Within fourteen (14) calendar days after the date of dismissal, the Union Secretary-Business Manager or his/her designated representative shall meet with the Administrator or his/her designated representative, to affect a resolution of the grievance. The decision of the Administrator or his/her designated representative shall be forwarded to the Union's Secretary-Business Manager or his/her designated representative, within seven (7)

calendar days of the meeting.

3. If within seven (7) calendar days following the meeting in (2) above there is no resolution of the said grievance, the grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 6.02.
4. The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment. The arbitrator shall hear and determine the dispute and issue a verbal or written decision within seven (7) days of the conclusion of the hearing. Such decision shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision. The parties agree that the time limits for appeal under the *Labour Code* of British Columbia will commence with the issuance of written reasons of the decision.
5. A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 6.03.
6. The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one (1) of the arbitrators listed in Article 6.02.

4.05 Legal Picket Line

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

ARTICLE 5 - EXPEDITED ARBITRATION

As per Section 104 of the *B.C. Labour Code*. A list shall be maintained by the Employer and HEU from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below.

1. Elaine Doyle

2. Kate Young
3. Paula Butler

ARTICLE 6 - ARBITRATION

6.01 Composition of the Board

Should the Committee on Labour Relations, the Union Committee and the Secretary/Business Manager of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

One (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis under the provision of Article 6.02.

6.02 Panel of Arbitrators

A list shall be maintained by the Employer and HEU from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below. The rotation shall be administered on an industry basis without regard to the facility in which the grievance originates:

1. V. Ready
2. C. Sullivan
3. E. Doyle

4. K. Young
5. P. Butler
6. M. Atkinson

The parties, by mutual agreement, may amend the list of arbitrators at any time or select a single arbitrator in the place of the three-person board.

6.03 Powers of the Board

The decision of the said arbitrators, or any two (2) of them, as the case may be, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union and the employees concerned.

6.04 Reinstatement of Employees

If the Arbitration Board finds that an employee has been improperly laid off, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between layoff, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

6.05 Authority of Arbitration Board

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

6.06 Time Limit for Decision of Arbitration Board

A board of Arbitration established under this article of the collective agreement shall have twenty (20) days to render a

decision with respect to the question to be arbitrated, unless this time limit is extended by mutual agreement between the parties.

6.07 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

ARTICLE 7 - SENIORITY

7.01 Probationary Period

It is understood that all new employees when first posted into a position will be subject to a probationary period of three (3) calendar months. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment, providing the factors involved in suitability could reasonably be expected to affect work performance.

7.02 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, efficiency, required qualifications, including initiative and seniority shall be the determining factors.

7.03 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted, or transferred and during the aforementioned three (3) month period is found unsatisfactory in

the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion or transfer during the qualifying period in the new job shall return to the employee's former job classification without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of Article 7.03. If the Employer or the employee exercises their right as above, the Employer shall repost the position.

7.04 Temporary Promotion, Transfer, or Demotion

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates. Such return shall be on two (2) weeks' notice.

7.05 Reduction in Work Force

- (1) In the event of a reduction in the work force, regular full-time and regular part-time employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

The Employer shall give regular employees the following written notice of layoff or normal pay for that period in lieu of notice.

- (a) Less than three (3) months seniority (probationary employee) – no notice;

- (b) Less than two (2) years' seniority – (3 or more months but less than 2 years) thirty (30) calendar days;
 - (c) Two (2) or more years' seniority but less than three (3) years' seniority - thirty (30) calendar days;
 - (d) Three (3) or more years' seniority but less than four (4) years' seniority - sixty (60) calendar days;
 - (e) Four (4) or more years' seniority but less than five (5) years' seniority - ninety (90) calendar days.
 - (f) Five (5) or more years' seniority - ninety (90) calendar days. Employees shall have four (4) workdays, excluding vacation and sick time to exercise seniority rights under Article 3.03.
- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.
- (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first (1st) on.

If a laid-off employee is not recalled to work within one year of layoff, such employee may be terminated by written notification at the expiration of the one year period. Lay-off employees failing to report for work on an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

In the exercise of rights under Article 7 employees shall be permitted to exercise their rights in accordance with Article 3.03 of this Agreement.

- (4) Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, two (2) copies of such notice shall be given to the local designate at the site.

7.06 Supervisory or Military Service

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

7.07 Seniority Hours

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

7.08 Job Descriptions

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the bargaining unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within forty-five (45).
- (c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the types of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and

- (d) any qualifications established for the job are relevant and reasonable.
- (d) If the parties are not able to resolve a dispute that arises regarding the appropriate wage rate or qualifications for a new or revised job description(s), either party may refer to expedited arbitration as per Article 5 for a binding decision.

7.09 Job Postings and Applications

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

- (c) Notwithstanding (a) above, if the vacancy is of a temporary nature of less than sixty (60) calendar days, the position shall not be posted and instead will be filled as follows:
- (i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the terms of the Collective Agreement. If the application of this paragraph requires the Employer to pay overtime to the employee, the proposed move shall not be made.
 - (ii) by employees registered for casual work in accordance with the casual addendum.
 - (iii) in cases of unanticipated or unplanned temporary absences such temporary absence may first be filled under paragraph (b)(ii) for a period up to seven (7) days.
- (d) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

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

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if he/she is also registered for casual work.

- (e) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave

and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

- (f) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process.
- (g) A copy of the posting will be given to the Local designate at the site.
- (h) The Employer shall, within three (3) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (i) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

7.10 Relieving in Higher and Lower-Rated Positions

In the event an employee is relieving in a higher paying position, they will receive the higher rate. Should an employee be required to work in a lower rated position they shall not incur a reduction in hourly wages.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice or as much longer notice as possible to minimize disruption of staff. The Employer shall make every

reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

8.02 Unpaid Leave - Affecting Seniority and Benefits

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

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

8.03 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days, unless this would unduly interrupt the operation of the department. Such requests shall be made, in writing, sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to

obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Subject to operational requirements leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 4.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and, where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
 - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operation requirements.

8.04 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) days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

8.05 Compassionate Leave

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent, spouse (including common-law spouse), child, step-child, miscarriage, stillborn child, brother, sister, grandparent, grandchild, in-laws, and anyone permanently residing in the employee's home.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

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

Leave of two (2) days with pay may be taken for travel associated with compassionate leave.

One day of the above entitlement may be saved for use on the date of interment (including funeral, wakes and other celebrations of life).

The Employer may at their discretion ask for verification of notification of death of the deceased family member.

8.06 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

8.07 Educational Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. This includes Food Safe and Serve it Right. The costs of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

The parties recognize the value of in-service and of encouraging employees to participate in-service.

Employees scheduled by the Employer to attend in-service seminars shall receive regular wages. A minimum of two (2) hour shall be paid to an employee attending on their off time.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 Continuous Operation

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

9.02 Hours of Work

The hours of work for each regular full-time employee covered by this agreement inclusive of meal times, shall be eight (8) hours per day, (average of 40 hours per week), or an equivalent mutually agreed to by the Employer and the Union.

9.03 Scheduling Provisions

- (a)
 - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
 - (ii) Unless an employee requests, if the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such

employee shall be paid overtime rates for the first (1st) shift worked pursuant to Article 9.06.

- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates, in accordance with Article 9.06.
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 9.03 shall be waived for all employees affected by the granting of such a request, provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice, and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates, pursuant to Article 9.06.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

9.04 Split Shifts

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

This does not take away from the Employer's ability to offer relief work covered under the Addendum #1 – Casual Employees.

9.05 Part-time Employees

The Employer shall eliminate, where practical, the use of part-time employees.

9.06 Overtime

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 9.02, or who are requested to work on their scheduled off-duty days, shall be paid:
 - (i) the rate of time-and-one-half (1.5x) of their basic hourly rate of pay for the first (1st) two (2) hours of overtime on a scheduled work day, and double-time (2x thereafter on that day);
 - (ii) the rate of double-time (2x) of the basic hourly rate of pay for the first eight (8) hours worked on a scheduled day off, and double-and-one-half (2.5x) thereafter on that day.
- (b) Employees required to work on a scheduled day off shall receive the overtime rate of double-time, but shall not have the day off rescheduled.
- (c) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 10.01, the employee shall be paid overtime at the rate of time-and-one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond eight (8) hours in that day.
- (d) Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in (e) below.
- (e) At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by

the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

- (f) The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the wage schedules, multiplied by twelve (12) and divided by fifty-two (52), times the weekly hours of work as provided at Article 9.02 and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.
- (g) An employee who works two-and-one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall, at the Employer's option, be provided with a meal or a meal allowance of seven dollars (\$7.00). One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
 - (i) This clause shall not apply to part-time employees until the requirements of Article 9.06(j) have been met.
 - (ii) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (h) When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

- (i) When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.
- (j) A regular part-time employee working less than the normal hours per day of a full-time employee and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight-time for the hours so worked, up to and including the eight (8) hours in the work day. Overtime rates shall apply to hours worked in excess of eight (8) hours in the work day.
- (k) A regular part-time employee working less than the normal hours per day of a full-time employee and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal work days in the work week of a full-time employee.

Overtime rates shall apply to hours worked in excess of forty (40) hours in the work week.

- (l) An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.
- (m) Any employee who works beyond eight (8) hours in a day and is paid overtime, cannot claim additional overtime if those same hours bring their weekly work hours beyond forty (40) hours (no double dipping).

9.07 Call-Back

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable

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

9.08 Call-In - Statutory Requirement

Any employee (except those covered by Article 9.06) reporting for work at the call of the Employer, shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

9.09 Shift Premium

Employees working the evening shift shall be paid a shift differential of seventy cents (\$0.70) per hour for the entire shift worked. Evening shift is defined as the majority of your shift being after 4pm.

Employees working the night shift shall be paid a shift differential of one-dollar-fifty cents (\$1.50) per hour for the entire shift worked.

9.10 Weekend Premium

An Employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 0000 hours Saturday and 2400 hours Sunday.

9.11 On-Call Differential

(a) Employees required to be on-call shall be paid an on-call differential of one two dollar (\$2.00) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

(b) Should the Employer require an employee to have a pager or beeper available during their on-call period, then all

related expenses for such device shall be the responsibility of the Employer.

ARTICLE 10 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

10.01 Statutory Holidays

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

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

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-sixteen (116) days.

Employees who are required to work on Employer scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement, will receive pay at the rate of time-and-one-half ($1\frac{1}{2}x$) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

Such rescheduled statutory holidays shall be rescheduled not later than January 31 of the year following the year in respect of which they were originally scheduled.

The premium pay for working on a statutory holiday shall be at the rate of time-and-one-half ($1\frac{1}{2}x$). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three day breaks during each year as possible.

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

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

10.02 Vacation Pay

Available vacations (paid and/or unpaid) will be determined as of July 1st each year, on the following basis:

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- (b) Employees who have completed one (1) or more years of continuous service shall have earned the following vacation with pay:

- 1 year to years 10 days
- five (5) years 15 days

Employees with seven (7) or more years of continuous service shall earn one (1) additional day per two (2) years; after 15 years, one additional day per year to a maximum of forty-five (45) days.

- 1 – 4 years 10 days
- 5-6 years 15 days
- 7 - 8 years 16 days
- 9 – 10 years 17 days
- 11 – 12 years 18 days
- 13 – 14 years 19 days
- 15 years 20 days
- 16+ (one additional day per year to a
 maximum of forty-five (45) days:

This provision applies when the qualifying date occurs before July 1st in each year.

10.03 Vacation Period

A maximum number of employees so desiring will be granted time off in the summer months. The choice of vacation periods shall be granted employees on the basis of seniority with the Employer, except where the period requested would be detrimental to the operation of the department.

10.04 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than five (5) periods subject to the approval of the Employer.

Vacation request deadlines:

November 15th for the first four (4) months of the following year.
March 15th for the remaining eight (8) months of the present year.
The Employer will notify employees if their vacation request is granted or denied up to three (3) weeks following the vacation deadlines, December 1st for any request for the first four (4) months of the proceeding year and April 15th for request for the remaining eight (8) months of the year. Any vacation requests submitted after November 15 and March 15 will be dealt with in the order they are received.

Employees will be granted vacation on the basis of seniority, ensuring that all employees entitled to vacation are awarded a first choice before a subsequent award is made to any other employee.

10.05 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid as per current practice.

10.06 Vacations Non-Accumulative

Available vacation time (paid and/or unpaid), determined as of July 1st, shall not be carried over beyond December 31st of the following year (eighteen (18) months). For example, all vacation hours earned from July 1st, 2014 are required to be used by December 31st, 2015.

10.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 10.02.

10.08 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

10.09 Call Back From Vacations

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

agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

10.10 Unused Vacation Entitlement

Earned, but unused vacation entitlement shall be payable, upon an employee's death to the employee's estate.

ARTICLE 11 - CONDITIONS OF EMPLOYMENT

11.01 Vaccination and Inoculation

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

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

11.02 Employer's Notice of Termination

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice, where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

11.03 Employee's Notice of Termination

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

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

11.04 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within two (2) work days and who cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

ARTICLE 12 - GENERAL PROVISIONS

12.01

(a) **Specified Clothing**

If the Employer requires any employee to wear uniforms or specified clothing, the Employer shall supply and maintain such uniform and/or specified clothing. (Please see addendum #4)

(b) **Employer Property**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

(c) Except where there has been negligence on the part of an employee, the Employer will:

- (i) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
- (ii) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

(d) **Superior Benefits**

It is agreed that the following provisions shall be maintained:

1. The facility will continue to supply parking free of charge.

2. The facility shall continue as far as practicable to provide one meal per eight (8) hour shift, and beverages to employees.

12.02 Sick Leave

Employees shall be granted paid sick leave of 1 day per month per full-time employee (prorated for part-time employees).

It is understood that the Employer will closely monitor this provision of the agreement to assure it is used as intended. The Employer retains the right to ask and receive proof of illness. Upon return to work, the employee shall provide, if requested by the Employer, a medical certificate of fitness to resume normal duties where reasonably required.

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

Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

Employees on leave due to illness or injury will have their position held for them for twenty-four (24) months.

25% of unused sick leave credits will be paid out upon termination / retirement.

Upon the request of an employee, the Employer will provide to that employee their available sick hours.

12.03 Maternity Leave and Adoption Leave

(a) Maternity Leave

Pregnancy shall not constitute cause for dismissal.

Employees shall be granted maternity leave of absence without pay.

Leave of absence for maternity may be taken for a period not to exceed thirty-five (35) weeks. For the first (1st) twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of an eighteen (18) week period, i.e., eighteen (18) weeks less twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the *Employment Insurance Act*. The balance of a maternity leave shall be without pay or benefits. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

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

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

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

Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 8.02.

(b) **Adoption Leave**

Upon request and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to sixty-two (62) consecutive weeks following the adoption of a child provided such leave is commenced within seventy-eight (78) weeks of the child's adoption. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

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

12.04 Pay Periods

The direct deposit system shall be implemented, deposits will be made to coincide with pay day or the last banking day prior to pay day. Direct deposit shall be at no cost to the employees.

The parties have agreed to implement a bi-weekly pay period on a gradual basis. Any problems will be resolved at the joint management labour meetings.

12.05 Rest and Meal Periods

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

12.06 Bulletin Boards

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

12.07 Jury Duty

An employee who is subpoenaed by the Crown for jury as a witness for the Crown or the defense (not being himself/herself a party to the process), shall continue to receive his/her regular pay. The employee shall turn over to the Employer any monies he/she receives from the Court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate.

The employee shall not be required to turn over allowance received for traveling and meals.

12.08 Health Care Plans

- (a) Effective January 1, 2002 eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. Effective November 24, 2010, the Employer shall pay one-hundred percent (100%) of the premium.

An eligible employee who wishes to have coverage for other than dependents, may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

(b) **Group Insurance Benefits**

The Company's Group Insurance Benefits, as set out in Appendix "B", will be provided for all eligible employees covered by this Collective Agreement. Actual rights and benefits, including eligibility for coverage and termination of coverage, are governed by the terms and conditions of the Group Policy (Policies) and/or the insurance contract(s). The Company and employees shall continue the current cost sharing arrangements of the premiums for the Group Insurance benefits. (See page 50 for further details).

- (c) The employee shall pay his or her portion of the group insurance premiums in advance on or before the first of each month in order to keep their benefits in place. Any

employee who does not pay their portion of the premiums on or before the first of each month shall be removed from the policy by the Employer.

- (d) Long Term Disability premiums for employees who are approved by the insurance company for benefits to be cost shared at 50% between the employee and the Employer.

12.09 Printing of the Agreement

It is agreed that the Union will prepare the collective agreement to be signed by both parties. The Employer shall make sufficient numbers of photocopies of the signed collective agreement for distribution to the employees in the bargaining unit.

12.10 Occupational Health and Safety

The Employer and the Union agree to establish a Joint Occupational Health and Safety Committee which shall govern itself in accordance with the regulations under the *Workers' Compensation Act*.

- (a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.
- (b) Meetings of the above noted committee will be arranged during working hours.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee.

- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board 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 patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) 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 patients/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.
- (f) 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.
- (g) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation. In situations where employees are absent and have not been replaced and where the work demand has not been reduced, the Employer will provide work prioritization to employees in the same unit who are at work during the absence.

ARTICLE 13 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

ARTICLE 14 - VARIATIONS

The general provisions of this Agreement shall have application save and except where specific variations are provided in attachments to this Agreement.

ARTICLE 15 - CONTRACTING OUT

The Employer agrees that it will not contract out bargaining work to any outside agency which would result in the laying off of employees within the bargaining unit. The Employer shall discuss with representatives of the Local Union any functions that it intends to contract out that would otherwise be performed by members of the Hospital Employees' Union within the facility, except where an emergency exists.

ARTICLE 16 - VOLUNTEERS

It is agreed that volunteers have a role to fill in the Employer's operations and are an important link to the community being served. Any volunteers used shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees; nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that utilization of volunteers, as of the date of execution of this Agreement, is consistent with the above.

ARTICLE 17 - EFFECTIVE AND TERMINATION DATES

The Agreement shall be effective from and including November 24, 2019 until and including November 23, 2023.

ADDENDUM #1

Casual Employees

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees (provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) position). Without limiting as generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (i) vacation relief;
 - (ii) sick leave relief;
 - (iii) education relief;
 - (iv) maternity leave relief;
 - (v) compassionate leave relief;
 - (vi) union business relief;
 - (vii) education leave relief;
 - (viii) such other leave relief as is provided by the Collective Agreement
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that she/he is capable of performing the work required to be done. The only exception to calling casual employees in order of seniority is that newly hired casual employees will be allowed to work up to five (5) orientation shifts.

An alternate arrangement regarding sharing of work between casual employees may be made if the Employer,

Union and all casual employees agree in writing. In the event of such an arrangement being established, any party may terminate the agreement on thirty (30) days written notice.

3. (a) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 7.09(a) of the Collective Agreement.
- (b) Where a job posting of 20 hours a week (or more), is filled by a casual employee under section 3, they will be offered the opportunity to be enrolled in the benefit plan(s) after working in the position for 3 months. Should the offer be declined, the employee will be required to sign a waiver indicating the offer has been made and subsequently declined. Should the offer be accepted, the benefits will end when the casual employee returns to casual status.
4. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - (i) Article 3 - Technological Changes;
 - (ii) Article 7 - Seniority, Articles 7.01, 7.03, 7.04, 7.05, 7.06;
 - (iii) Article 8 - Leave of Absence;
 - (iv) Article 9 - Hours of Work and Overtime; Articles 9.03 and 9.06 (j) and (k);

- (v) Article 10 - Statutory Holidays and Annual Vacations, Articles 10.01, 10.02, 10.03 and 10.04;
 - (vi) Article 11 - Conditions of Employment, Article 11.02;
 - (vii) Article 12 - General Provisions, Articles 12.03, 12.04, 12.08, and 12.09.
 - (viii) Addendum #5 (RRSP) and Group Insurance Benefits.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The Employer shall maintain a casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority. The seniority list shall note which classifications (if any) each employee is not qualified to work in.
8. Casual employees shall be contacted by telephone or cellular phone, and a log shall be kept of casual employees in descending order of seniority. One (1) call shall be made to each employee and the telephone shall be allowed to ring at least eight (8) times. A note of the time and date of the call shall be made in the log which will note the job to be done and whether the employee accepts such assignment. In the event of a busy signal, or no answer, the employee shall be called again and in the event of another busy signal, or no answer, or an answering machine, the next senior employee shall be contacted. In the event of a dispute, the Union shall have reasonable access to the call record and shall be entitled to make copies.

Casual employees shall notify the Employer on or before the tenth (10th) day of each month, the days and times that they shall be available for work in the following month. Changes to availability will only be accepted for bona fide reasons.

The Employer is not obligated to call them if they have not provided their availability.

Employees registered for casual work shall notify the employer of times of unavailability due to illness or vacation.

Casual employees who refuse an assignment five (5) consecutive times when she/he has indicated that she/he will be available for work may be terminated.

A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

9. Casual employees shall not be dismissed except for just and proper cause (subject to paragraphs 8 and 12(i)).
10. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid-off casual employees shall retain their seniority for 1 year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
11.
 - (i) The casual employee seniority list shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at January 1, April 1, July 1 and October 1. The seniority of each casual employee shall be listed in descending order from the most hours worked to the least. Casual employees hired after the adjustment date shall be added to the list in the order that they are hired.
 - (ii) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

- (iii) Within two (2) weeks of each adjustment date the Employer shall send a revised copy to the Secretary-Business Manager of the Union.

- 12.
 - (i) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four-hundred-and-fifty (450) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service. The Employer shall have just and reasonable cause pursuant to this clause if the employee fails to demonstrate the ability to interact effectively with the client population during the probationary period.
 - (ii) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve the remainder of their probationary period as set out in subsection (i) will run concurrently with the qualifying period as provided for in Article 7.03 of the Collective Agreement.
 - (iii) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 7.01.

- 13. Casual employees shall receive four percent (4%) of their straight time pay in lieu of scheduled vacations. Statutory holidays will be as per the *Employment Standards Act*.

- 14. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer, converted to hours on the following basis:

- (i) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer, multiplied by a factor of 0.714; and then
 - (ii) to determine the number of seniority hours, multiply the result obtained under subparagraph (i) by a factor of 8.

15. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14 and 15 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.

16. Consecutive Days off (for Casuals and Part-Time permanent employees only):
 - Where possible, when scheduling staff who are working regular daily full shift hours or less in an eight (8) day period, the employee will be scheduled for two (2) consecutive days off.
 - The counting of shifts for the eight (8) day period RESTARTS following any break of two (2) or more consecutive days in the schedule. The first shift worked following the break will be counted as day one (1) in the eight (8) day count.

ADDENDUM #2

Part-Time Employees

A regular part-time employee as defined under *Definitions* (page 1) - Regular Part-time Employees, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

- (a) **Vacations**
Regular part-time employees shall be credited with and granted vacations with pay based on a proportionate amount of the vacation entitlements as set out under Article 10.02.
- (b) **Statutory Holidays**
Subject to the employee qualifying pursuant to the *Employment Standards Act*, at a proportionate amount depending on the time worked.
- (c) **Qualifying Period**
Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of four-hundred-and-fifty (450) hours.
- (d) **Seniority**
Applicable on a proportionate basis.

ADDENDUM #3

Wage Schedules

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Employees' Agreement on the dates set out on the Wage Schedule.

Wage Scale

The new agreement between Oncore Seniors Society (Riverbend Manor and Mayfair Manor) and HEU to run from November 24, 2019 to November 23, 2023:

	Cook *	Cook's Assistant	Dietary Aide *,***	Housekeeper *,***	Night Housekeeper *,**
Current Rate	\$19.60	\$17.20	\$15.70	\$15.70	\$15.70
Nov 24, 2019	1.5%	2%	2%	2%	2%
	\$19.89	\$17.54	\$16.01	\$16.01	\$16.01
Nov 24, 2020	1.5%	2%	2%	2%	2%
	\$20.19	\$17.89	\$16.33	\$16.33	\$16.33
Market Adjustment April 20, 2021 \$0.70	\$20.89	\$18.59	\$17.03	\$17.03	\$17.03
Nov 24, 2021	2.5%	2.5%	2.5%	2.5%	2.5%
	\$21.41	\$19.06	\$17.46	\$17.46	\$17.46

**Oncore Seniors Society (Riverbend Manor and Mayfair Manor) /
Hospital Employees' Union, Nov 24, 2019 – Nov 23, 2023**

Market Adjustment Nov 24, 2021 \$0.15	\$21.56	\$19.21	\$17.61	\$17.61	\$17.61
Nov 24, 2022	2.5%	2.5%	2.5%	2.5%	2.5%
	\$22.10	\$19.69	\$18.05	\$18.05	\$18.05
Market Adjustment Nov 24, 2022 \$0.15	\$22.25	\$19.84	\$18.20	\$18.20	\$18.20

- * Weekend premium (0000 hrs. Saturday to 2400 hrs Sunday) - \$1.00/hr;
- ** Night shift premium (1100 hrs – 0700 hrs) - \$1.50hr
- *** Evening shift premium (majority of shift must be after 4pm) - \$0.70/hr

ADDENDUM #4

Specified Clothing/Uniform

The Employer agrees to provide all dining room and kitchen staff with shirts. Staff required or opting to wear a uniform (as approved by Management) will be reimbursed for pants and tops, and non-slip shoes not already provided, to a maximum of one-hundred dollars (\$100) per year. This will apply to staff who have successfully completed their probationary period (see 12.01 (a)).

ADDENDUM #5

RRSP

The Employer agrees to become a contributing Employer to the Group Registered Retirement Savings Plan (Group RRSP).

All permanent fulltime or part-time employees shall have the option to joining the Plan. Eligibility will begin the start of the next calendar year after completion of the required probation period and you would start in year one.

Employee and Employer contributions to the Plan will be on the following basis:

1. Employee contributions to the Plan will be (1%) or more of their earnings.
2. The Employer will match the contributions made by each employee according to the following schedule:
 - Year 1 – 100% of the employees (minimum) 1% contribution.
 - Year 2 – 100% of the employees (minimum) 1.5% contribution.
 - Year 3 – 100% of the employees (minimum) 2% contribution.
 - Year 4 – 100% of the employees (minimum) 2.5% contribution.
 - Year 5 – 100% of the employees (minimum) 3% contribution.
3. Employees must be employed December 31st of each year to receive the lump sum employer portion that will be paid by January 31st of the following year.

***Oncore Seniors Society (Riverbend Manor and Mayfair Manor) /
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4. Employees must sign up by December 31st for payroll deduction of their contributions to start in January.
5. Employees opting to skip a year of participating will, upon resumption, restart where they left and thereby not jump a level in the 4-year schedule. For purposes of this agreement “skipping a year” is defined as any year in which the employee contributes less than the minimum percentage of his or her gross earnings required to be eligible for employer matching contributions for the year.
6. The carrier for the group RRSP will be determined by the union. The carrier will determine the remittance procedure for the contributions to the Plan.

GROUP INSURANCE BENEFITS

The following represents a summary only of the Group Insurance Benefits available to eligible employees covered by this Collective agreement. Effective June 1, 2012 Prescription Drug Direct Pay Card – In the administration of the extended health care plan a prescription drug direct pay card will be provided to apply to pharmacies on-line with Equitable Life of Canada. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier. Actual rights and benefits, including eligibility for coverage and termination of coverage, are governed by the terms and conditions of the Group Policy (Policies) and/or the insurance contract(s).

Eligibility

Full-time employees, and permanent part/time employees working 20 or more hours per week shall be eligible for the “Group Insurance Benefits” on the first (1st) day of the month following completion of their probationary period.

Employee Life Insurance Benefit

\$35,000

Reduces 50% on 65th birthday to a maximum of \$25,000

Benefit terminates at age 70

Employee Accidental Death and Dismemberment (AD & D) Benefit

\$35,000

Reduces 50% on 65th birthday

Benefit terminates at age 71

Dependent Life Insurance Benefit

Spouse - \$5,000

Each child - \$2,500

Benefits terminates at age 71

Employee Long Term Disability (LTD) Benefit

60% of first \$3,000 of basic monthly earnings

50% of the balance which are greater than \$3,000 of basic monthly earnings.

Long Term Disability premiums for employees who are approved by the insurance company for benefits to be cost shared at 50% between the employee and the Employer.

Waiting Period

17 weeks

Benefit Period

The earlier of five (5) years or until age 65

Vacant Position as a Result of LTD/Sick/Injury Leave

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in his/her former job; an employee who was off for more than twenty-four (24) months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Article 3.03 of the Collective Agreement.

Extended Health Care Benefit (Employee and Dependents)

This benefit does not apply if employee elected not to be covered under this benefit due to coverage under spouse's health plan.

***Oncore Seniors Society (Riverbend Manor and Mayfair Manor) /
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Deductible - Individual \$25, Family \$50. Deductible amount does not apply to hospital charges.

Co-insurance - eligible charges are reimbursed at 80%
Benefit terminates at age 70

Dental Care Benefit (Employee and Dependents)

This benefit does not apply if employee elected not to be covered under this benefit due to coverage under spouse's dental plan.

Deductible - \$25 per individual or to a maximum of \$50 per family each calendar year.

Co-Insurance - In excess of the deductible, the plan pays:

Level 1 and 2 Preventative and Restorative Services - 80%

Major Restorative Services - 50%

Level 3 - Calendar Year Maximum - Level

Fee Guide Year - current

Benefit terminates at age 70

**SIGNED ON BEHALF OF
THE EMPLOYER:**


Dana Levere
General Manager

Don Anderson
Board Member


Jay Burgomaster
Board Member

Date

**SIGNED ON BEHALF OF
THE UNION:**



Máire Kirwan
Coordinator, Private Sector
Membership Servicing



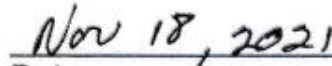
Janine Brooker
Negotiator



Annette Matechuk
Bargaining Committee



Theresa Oike
Bargaining Committee



Date