

COLLECTIVE AGREEMENT

Between

**UNICARE FERNBRAE HOLDINGS INC.
(Hereinafter referred to as the Employer)**

And

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1518
Chartered by the United Food and Commercial Workers
International Union
(Hereinafter referred to as the Union)**

**August 13, 2015 – August 12, 2019
Ratified by Member Vote November 23, 2015**

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - STRIKES AND LOCKOUTS	2
ARTICLE 4 – MANAGEMENT RIGHTS.....	2
ARTICLE 5 - NO DISCRIMINATION	2
ARTICLE 6 - UNION SECURITY	3
ARTICLE 7 - UNION STEWARDS AND COMMITTEE	4
ARTICLE 8 - GRIEVANCE PROCEDURE	6
ARTICLE 9 - DISCHARGE CASES.....	7
ARTICLE 10 – ARBITRATION.....	7
ARTICLE 11 – EXPEDITED ARBITRATIONS	9
ARTICLE 12 – WITNESSES	10
ARTICLE 13 - SUPPLEMENTARY AGREEMENTS	10
ARTICLE 14 - PROBATION.....	10
ARTICLE 15 - SENIORITY.....	10
ARTICLE 16 - LAY-OFFS AND RECALLS.....	12
ARTICLE 17 - LEAVES OF ABSENCE	14
ARTICLE 18 – BULLETIN BOARDS.....	17
ARTICLE 19 – DISCIPLINARY ACTIONS	18
ARTICLE 20 – HOURS OF WORK AND OVERTIME	18
ARTICLE 21 – PREMIUMS, TRAINING.....	21
ARTICLE 22 – VACATIONS	21
ARTICLE 23 – PAID HOLIDAYS.....	23
ARTICLE 24 – CLASSIFICATIONS AND WAGES.....	24
ARTICLE 25 – SICK LEAVE	25
ARTICLE 26 – HEALTH AND WELFARE BENEFIT PLAN.....	26
ARTICLE 27 – JOINT HEALTH AND SAFETY COMMITTEE	26
ARTICLE 28 – COPIES OF THE AGREEMENT	27
ARTICLE 29 – CASUAL EMPLOYEE WORK ASSIGNMENT	27
ARTICLE 30 – MISCELLANEOUS.....	28
ARTICLE 31 – CALL-IN	28

ARTICLE 32 – DURATION OF AGREEMENT	29
LETTER OF AGREEMENT	30
LETTER OF UNDERSTANDING	31
APPENDIX “A”	32
APPENDIX “B”	35

ARTICLE 1 - PREAMBLE

- 1.01 It is the desire of both parties to this Agreement:
- a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
 - b) To recognize the mutual value of joint discussions
 - c) To encourage efficiency and economy in operations and maximize profitability; improve quality of service to residents, and
 - d) To promote the morale, well being and security of all the employees
- 1.02 The Employer is committed to a process of continuing quality improvement. This involves the Employer, and the employees, working together to promote improvements and efficiencies in operations. The Union endorses the process as meeting the objective of sub-article 1.01(c).

1.03 The following applies:

Employer means Unicare Fernbrae Holdings Inc., carrying on business as Fernbrae Manor.

The Union means United Food and Commercial Workers Union, and its Local 1518.

The parties mean the Employer, and the Union, jointly.

Regular employees, in this Agreement, include full-time and part-time employees.

A full-time employee is an employee regularly scheduled to work 40 hours per week.

A part-time employee is an employee who is regularly scheduled to work less than 40 hours per week.

A casual employee is an employee who is not normally scheduled to work, even if the employee might be scheduled to work in the absence of regular employees.

ARTICLE 2 - RECOGNITION

- 2.01 a) This agreement applies to Unicare Fernbrae Holdings Inc. (hereinafter Fernbrae Manor), as the Employer.

- b) The Employer recognizes the Union as the sole collective bargaining agent for all employees, except those excluded by agreement and those excluded under the definitions of the Labour Relations Code of BC. The excluded positions are:
- General Manager
 - Activities and Support Services Manager
- 2.02 The Employer undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.
- 2.03 For the purpose of interpretation, wherever the feminine gender is used in this Agreement, it shall be viewed to include the masculine, and vice versa; and similarly, the singular shall include the plural, and vice versa, as applicable.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01 The Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes, nor will employees participate in any collective action that will interfere with the operation of the Employer. Employees will not be disciplined for refusing to cross a picket line that has been declared a legal picket line. Any employee failing to report for duty shall be considered absent without pay and benefits.
- 3.02 The definitions of the terms “lockout” and “strike”, as used in Section 3.01 above, shall be in accordance with the *Labour Relations Code*.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Employer to operate and manage its business in all respects. The right to hire, manage the working force and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that claims of wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided. The Employer may make and enforce any such rule or policies as it deems appropriate, except where such rules or policies would explicitly violate the Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The parties agree neither will discriminate with respect to employment based on membership or activity in the Union.

The parties endorse the principles outlined under the *British Columbia Human Rights Act*, and commit that neither will discriminate in respect of any employment matter under this Collective Agreement because of any of the prohibited grounds of discrimination as set out in the *British Columbia Human Rights Code*.

ARTICLE 6 - UNION SECURITY

- 6.01 The Employer agrees all current employees may, and all new employees must, become members and maintain membership in the Union upon completion of their probation, except as this Agreement and the *Labour Relations Code* permits exemption to any employee on religious grounds. The Employer will have new employees sign the Check-Off Authorization and Union Membership Application during their first seven calendar days following their date of hire and forward them to the Union. The Employer agrees to automatically deduct Union dues from the wages of all new employees. The Employer will deduct initiation fees from the employees after completion of probation.
- 6.02 The Employer shall deduct from the bi-weekly wages of the employees the regular Union dues, fees and/or assessments as set out by the Union to the Employer from time to time by letter. The Union shall provide a notice period of 30 days prior to implementation of any changes.
- 6.03 Such dues, fees and/or assessments, so deducted shall be remitted to the Union within 30 days of the month following deduction. The dues, fees and/or assessments shall be accompanied by a list showing from whom the deductions were made, or why the deductions were not made. The address, telephone number and, with the agreement of the employee, the social insurance number of the employee, shall accompany the first deduction from a new employee.
- 6.04 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security Dues Check-Off.
- 6.05 The Employer will arrange a meeting within 30 days of hire. More than one new hire may attend the meeting. The Steward shall have up to fifteen (15) minutes to explain to the new employee her rights, privileges, and responsibilities under this Agreement.
- 6.06 Except as specifically set out in this agreement, all correspondence between the parties shall pass between the Administrator, or her designate and the representative of the Union, or her designate. This sub-article can be amended by the agreement of the parties during the life of the agreement.
- 6.07 The Union shall save the Employer harmless from any claim that may arise either from any deductions in wages in respect to the check-off of monthly assessments of Union dues or any action taken at the request of the Union.

6.08 Union Representatives and Access to Premises

The Employer agrees Union representatives may enter its premises for the purpose of Union business upon receipt of reasonable notice. The Union shall specify the anticipated duration of the visit.

In turn, the Union agrees to the following:

- a) The need of any resident will always take priority over any Union activity.
- b) Any visits will recognize Fernbrae Manor is a residence, and will occur during times that will not be disruptive to the residents.
- c) Union representatives will identify themselves to a manager, if a manager is available, or alternatively, to a designate, who is approved in advance.
- d) Any Union business will be conducted in an expedient manner, having due regard to the employees' work-related duties and responsibilities.

ARTICLE 7 - UNION STEWARDS AND COMMITTEE

7.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers, Representatives and Shop Stewards. Similarly, The Employer will supply the Union with a list of its Supervisory or other personnel, with whom the Union may be required to transact business.

7.02 A Bargaining Committee of not more than three (3) shall be selected by the Union to represent the Union at bargaining sessions.

Leaves of absence without pay and benefits shall be granted to employees designated by the Union for such purposes. Such leaves shall not be unreasonably denied.

- 7.03 a) The Union will appoint three (3) employees, from within the bargaining unit, as stewards. The Union will designate one steward as the chief steward.
- b) The Union acknowledges that the stewards have regular duties to perform on behalf of Fernbrae Manor and that stewards will not leave their regular duties without the advance consent of their supervisor. Each steward shall, with the consent of her supervisor, be permitted to leave her regular duties for a

reasonable period of time to function as a steward as provided in this agreement.

- 7.04 The parties to this Agreement are committed to a process of Labour and Management working together with the common goals of anticipating and resolving mutual problems and improving their day-to-day working relationship.

In the event either party wishes to call a meeting of the Joint Labour/Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given, unless otherwise agreed.

- 7.05 a) The Employer and the Union agree to establish a Labour/Management committee consisting of:
- (i) up to three (3) representatives of the bargaining unit;
 - (ii) up to three (3) representatives of the Employer
- b) The Labour/Management Committee, and its discussions, are subject to the Management Rights clause of this Agreement.

With that condition, the Committee shall meet to discuss topics of mutual concern.

The meetings shall normally be held every second month.

The Committee shall keep minutes of its meetings, but those minutes are prepared on a without prejudice basis, and are not binding on either party. All matters discussed between the parties are without prejudice to the parties' position pertaining to the interpretation and application of the Collective Bargaining Agreement. Nothing discussed at a joint labour management meeting shall in any way be referred to by any party in any grievance, arbitration or any other proceeding involving any of the parties to this Collective Bargaining Agreement. A copy of the minutes shall be posted on the Union's bulletin board. Copies will be forwarded to the Union Representative, and to the Employer.

Where, as a result of discussions, the parties agree on a matter and wish that matter to be binding on the Union and the Employer, such agreements must be reduced to writing, and approved by both the Union, and the Employer.

- c) The parties will alternate, on a meeting-by-meeting basis, the responsibility of preparing and issuing an agenda, chairing the meeting, and preparing the minutes. Agendas will be issued at least seven (7) days in advance of the meeting. Except by mutual agreement, no matter which has not been raised as an agenda item will be discussed at a meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

The parties agree to resolve any grievance between them in accordance with the following procedure.

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- 8.02 All complaints and grievances shall be taken up in the following manner:

Step 1

An employee having a question, complaint or grievance shall first discuss the matter with her immediate supervisor. At either the employee's, or the supervisor's request, a Steward will attend. The employee should raise the matter with the supervisor within seven (7) calendar days of the matter arising. If she fails to do so, the grievance shall be deemed abandoned. The supervisor will reply as soon as practical, but regardless, within seven (7) consecutive calendar days of the meeting.

The question, complaint or grievance, and the reply shall be verbal, and are without prejudice to either party's position.

Step 2

If the reply does not resolve the issue, the matter may be reduced to writing, and submitted to the Manager. It must be submitted within seven (7) consecutive calendar days following the day on which the reply was made. If she fails to do so, the grievance shall be deemed abandoned. The Manager will arrange a meeting, and the meeting will occur within seven (7) calendar days of receipt of the grievance, except where the parties agree to a longer period of time.

The employee, the steward or chief steward, and/or the Union Representative (if requested by the employee), the supervisor, and the Manager will attend this meeting.

The grievance shall be accompanied by a written statement which clearly sets forth the nature of the grievance, the parties involved, the clause or clauses of the agreement said to be in violation, and the remedies sought. All of this information shall be set out in clear and concise terms.

The Manager will reply, in writing, as soon as practical, but regardless, within fourteen (14) calendar days of the meeting, except where the parties agree to a longer period of time.

Failing resolution, the grievance may be withdrawn, or referred to arbitration. Failing either, the grievance may be considered abandoned.

8.03 Group Grievance

Where similar facts and circumstances apply to a group of employees, a single grievance may be prepared, and submitted on behalf of the group of employees.

If the grievance is submitted at Step 2, the grievance must list the affected employees.

If a meeting is held, the Union will select an employee to attend as representative of the affected employees.

8.04 Policy Grievance

Either the Employer or the Union may file a policy grievance alleging a general violation of the agreement. Such policy grievance shall be submitted in writing, at Step 2 of the grievance procedure.

8.05 The Employer shall supply the necessary facilities for the grievance meetings.

8.06 Any and all time limits fixed by this Article may at any time be extended by written agreement between the Employer and the Union.

8.07 All decisions arrived at between the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union, and the employee(s) concerned.

ARTICLE 9 - DISCHARGE CASES

9.01 A claim by an employee who has completed her probationary period that she has been unjustly discharged from her employment will be treated as a special grievance, commencing at Step No. 2 of the Grievance Procedure, provided the discharged person submits her written grievance, dated and signed, within seven (7) consecutive calendar days after the discharge occurs.

9.02 The Employer agrees to immediately notify the Chief Steward or in her absence any Shop Steward if a member of the bargaining unit, who has completed the probationary period, is discharged from employment.

ARTICLE 10 – ARBITRATION

10.01 If a grievance has been properly processed through the grievance procedure, and has not been resolved or abandoned, either party may refer the grievance to arbitration subject to, and in accordance with, the following procedure.

Such grievance can only be referred to arbitration within thirty-five (35) calendar days following the receipt of the reply. If the grievance is not referred to arbitration, within that time frame, it shall be considered to be abandoned.

Either party may refer a grievance to arbitration.

10.02 The parties agree a Sole Arbitrator will hear all matters in dispute.

In the event the parties are unable to agree on an Arbitrator, the Minister of Labour of the Province of BC shall be asked to appoint an Arbitrator.

The Arbitrator shall meet as soon as practical with both parties to hear evidence and receive representations.

The Arbitrator shall not have the authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary with the terms or provisions of this Agreement.

The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.

Each party shall pay its own costs and expenses in connection with the Arbitration and the expenses and/or fees of the Sole Arbitrator shall be shared on a fifty/fifty (50/50) basis between the Employer and the Union.

Any and all time limits referred to under the Grievance and Arbitration Procedures herein may, at any time, be extended by written agreement between the Employer and the Union.

10.03 Troubleshooter

1. Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred. Both parties must agree before a grievance is placed on the troubleshooter agenda.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by the parties.

5. Decisions of the troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
6. Legal counsel shall not be used by either party.
7. The parties shall develop other procedures or guidelines as necessary.
8. The parties shall mutually agree upon the Troubleshooter. Failure to select a Troubleshooter shall preclude the Troubleshooter process.

ARTICLE 11 – EXPEDITED ARBITRATIONS

By mutual agreement, the parties may refer the grievance to Expedited Arbitration.

Within seven (7) days of the above referral the parties shall agree on the Arbitrator and, if they are unable to agree, they shall have an additional seven (7) days to agree on an Arbitrator from the following list:

- Brian Foley
- Dalton Larson
- Robert Pekeles
- Christopher Sullivan

In the event that no agreement can be reached on the appointment of one of the Arbitrators from the above list, then the Arbitrator with the earliest availability to start the hearing shall be selected.

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

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.

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

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within ten (10) working days of the hearing.

All decisions of the Arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

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

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

The expedited Arbitrator shall have the same powers and authority as an arbitration board.

Neither party may appeal the decision of the Arbitrator.

ARTICLE 12 – WITNESSES

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to Fernbrae Manor to view working conditions, which may be relevant to the grievance. The parties will compensate their own witnesses.

ARTICLE 13 - SUPPLEMENTARY AGREEMENTS

13.01 Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 14 - PROBATION

14.01 Employment is subject to a probationary period. The probationary period shall be 504 hours worked.

14.02 During the probationary period, the probationary employee shall have no seniority standing. Employees, who have completed the probationary period and have been retained by the Employer at the expiration thereof, shall be considered as regular employees and shall be credited with seniority from their date of hire.

14.03 In the case of termination and where the probationary employee grieves, the Employer shall be required to show that it acted reasonably in judging the employee unsuitable for employment with the Employer.

ARTICLE 15 - SENIORITY

15.01 a) The Employer will recognize an employee's seniority, as described in this Article, for the purposes set out in this Collective Agreement.

b) Seniority for all employees is based on date of hire.

c) Seniority will be set out on a list, and that list will be posted on the employee bulletin board. The list, once posted, will define the individual's seniority until the next list is posted. An updated list shall be posted four (4) times per year, on February 1st, May 1st, August 1st, and November 1st.

Any complaints regarding the accuracy of a seniority list must be made within thirty (30) days of the list being posted. If such complaints are not made within that time frame, then the posted list is considered correct.

15.02 Seniority is lost, and employment ends, in the following circumstances:

- a) If the employee resigns;
- b) If the employee is discharged for cause, subject only to the relevant provisions of the grievance and arbitration provisions of this Collective Agreement;
- c) If the employee is absent from work for three (3) consecutive scheduled shifts, without giving notice to the Employer, or without providing a reason satisfactory to the Employer;
- d) If the employee fails to return to work within fourteen (14) calendar days following a lay-off, and after having been notified by registered mail to do so, unless through sickness or other just cause, acceptable to the Employer. It shall be the responsibility of the employee to keep the Employer informed of her current address, while on lay-off.
- e) If the employee fails to return to work as scheduled following a leave of absence;
- f) If the employee is absent for any reason, other than illness, injury, or other disability, or for pregnancy and parental leave, for over twelve (12) calendar months.

15.03 Job Postings

The company agrees that, with the exception of temporary assignments, all job vacancies, which the Employer intends to fill, including newly created positions in the bargaining unit, will be posted.

Temporary assignments of sixteen (16) or more weeks' duration will be posted. Temporary assignments of less than sixteen (16) weeks' duration may be posted, at the Employer's discretion.

15.04 Job Posting Procedure

The job posting procedure shall be as follows:

- a) All vacancies, which the Employer determines are necessary to be filled will be posted and held open for seven (7) consecutive calendar days

Job postings will indicate the following:

- (i) The department (if applicable);

- (ii) The classification;
 - (iii) The anticipated starting date;
 - (iv) The qualifications required;
 - (v) The approximate number of shifts per pay period;
 - (vi) To whom the application should be directed;
 - (vii) The closing date of the posting;
 - (viii) The location of the application forms;
 - (ix) The start and finish times of the shift.
- b) No applications will be accepted after the posting has closed.
- c) When selecting the candidate, the following will apply:
- (i) Regular employees shall have first access to regular positions on the basis of seniority for regular employees in the bargaining unit, provided the employee has the qualifications and capability to perform the job.
 - (ii) Casual employees shall have access to regular positions based upon their qualifications and abilities.

15.05 Where a successful applicant has changed their status from part-time to full-time, or where the successful applicant has moved from one classification to another, then in either case their appointment to full-time status, or to the new classification, is subject to a trial period. That trial period will not exceed forty (40) shifts worked. During the trial period, either the Employer, or the employee, may request the employee return to their former position. If this occurs, the employee will be returned promptly, as will any other employee whose hours or duties have changed because of the original reassignment.

If this occurs, the Employer may consider other applications, or repost the position, as it deems appropriate.

15.06 The Union, and the Chief Steward, shall be notified of all bargaining unit appointments, hiring, lay-offs, transfers, recalls and terminations of employment of employees with seniority.

15.07 All seniority accumulated under this Agreement shall be retained and transferred with the employee if she changes her status from part-time to full-time or vice versa.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 Both parties accept job security should increase with seniority. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.

The junior person in the affected classification may then displace the most junior employee in any other classification for which the employee has the qualifications,

skill and ability, provided she is senior to the least senior employee in that classification.

This process would continue if the least senior employee in the second, or subsequent, classifications, had another classification, and the foregoing applied.

Employees shall be recalled in the order of their seniority, providing they have the qualifications, skill and ability to do the work. As part of this recall, individuals who move between classifications would have the first opportunity to return to their original classification.

In the event the Employer determines there is a need to reduce hours, an employee may bump the most junior employee by reverse seniority with the same number of hours or accept the reduced hours.

If no employee has the same number of hours, the employee may bump the most junior employee with the hours closest to the reduced employee.

Employees who exercise this option must choose to do so as soon as possible but no later than forty-eight (48) hours from the time of the hour's reduction.

The rate of pay of the employee shall be determined by the hourly rate of the classification they have bumped into.

16.02 No new employee will be hired until those laid off have been given the opportunity of re-employment providing they have the qualifications, skill and ability to do the work.

16.03 Notice of Lay-off

The Employer shall notify employees who are to be laid-off in accordance with the following:

- a) Employees who have worked three (3) months or more but less than one (1) year are entitled to written notice of at least one (1) week.
- b) Employees who have worked at least one (1) year are entitled to written notice of at least two (2) weeks.
- c) Employees who have worked three (3) years or more are entitled to written notice of at least one (1) week for each year of employment, with a maximum required notice period of eight (8) weeks.

If an employee has been given notice of lay-off, the employee shall have three (3) days from the date the notice of lay-off was delivered to them (or, in the case of delivery by registered mail, five (5) days from the date the letter was registered) in which to choose to displace another employee. If the employee chooses to do so,

they must confirm the choice in writing, directed to the Employer, with a copy to the Union. The person who is then displaced will receive the balance of the original notice of lay-off.

If the employee laid off has not had the opportunity to work her scheduled hours after notice of lay-off, she shall be paid in lieu of work for that part of the scheduled hours during which work was not made available.

The Employer shall not be required to give notice or pay in lieu thereof in the event of an emergency or disaster such as fire, flood, act of God or epidemic or circumstances beyond the control of the Employer.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave

- a) Personal leaves of less than seven (7) consecutive calendar days may be granted in accordance with operational requirements and shall be without pay.

- b) For leaves of seven (7) consecutive calendar days duration, or longer, then in accordance with operational requirements, the Employer may grant such leave of absence. Any requests will be in writing, and will set out the start date, the date in which the individual will return to work, and the reasons for the request. Requests for such leaves shall be received at least fourteen (14) days in advance of the requested leave. All personal leaves are without pay and benefits. A leave shall not be granted for the purpose of other employment. A leave shall not exceed six (6) months, except where such leave is agreed between the Employer and the Union, but in no case, will a leave exceed one year.

17.02 Education/Union Convention Leave

The Employer may grant leave of absence without pay or loss of seniority to one (1) employee at any one time to attend Union Conventions or Educational Sessions. Such leave must be applied for at least two (2) weeks in advance and all leave for all employees shall not exceed twenty (20) working days per year.

17.03 Jury Duty/Subpoenaed Witness Leave

When a regular employee is required to serve on a jury, or is subpoenaed by the Crown as a witness, provided that the action is not occasioned by the employees private affairs, the employee shall be relieved of her duties for such time as the service may require, up to a maximum of ten (10) days and shall be paid the difference between her fee as a juror or witness, and her earnings for any regularly scheduled shift(s) lost. To relieve the employee of her duties, the Employer may, with the agreement of the employee, reschedule the employee, provided it would be reasonable to do so, having regard for her obligations as a juror or witness. The employee must attend work for any regularly scheduled shift for which the employee is not actually required for jury duty, or to be present at any trial. In addition, the

employee must attend work, even if replaced, if there is at least one (1) hour of the employee's shift remaining, after her presence is no longer required at the court facilities.

17.04 No benefits are available during a leave.

17.05 Bereavement Leave

- a) A regular employee shall be granted up to three (3) consecutive calendar days beginning with the day of death, one (1) day paid and two (2) additional days paid, if travel is required, in the case of the death of a parent, spouse, child, brother, sister or grandchild. The employee is paid for any regularly scheduled shifts which occur during this time period, and which are not worked because of the leave.
- b) Additional unpaid leave may be granted.

17.06 Pregnancy/Parental Leave

- a) Pregnancy/Parental leave shall be granted as a right in accordance with the provisions of the *Employment Standards Act*.

For convenient reference, the parties have set out the following summary of the relevant provisions of the Act. In all cases however, it is the specific provisions of the Act that apply.

Pregnancy Leave

- 1. A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave
 - a) Beginning
 - (i) No earlier than eleven (11) weeks before the expected birth date, and
 - (ii) No later than the actual birth date, and
 - b) Ending
 - (i) No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) No later than seventeen (17) weeks after the actual birth date.
- 2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
 - a) Be given in writing to the Employer,
 - b) If the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - c) If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
5. A request for a shorter period under subsection (1)(b)(i) must
 - a) Be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
 - b) If required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental Leave

1. An employee who requests parental leave under this section is entitled to
 - a) For a birth mother who takes leave under Section 1- Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 1 – Pregnancy Leave, unless the Employer and employee agree otherwise,
 - b) For a birth mother who does not take leave under Section 1 – Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,

- c) For a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - d) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
 3. A request for leave must
 - a) Be given in writing to the Employer;
 - b) If the request is for leave under subsection (1)(a), (b) or (c), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
 - c) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 4. An employee's combined entitlement to leave under Section 1 – Pregnancy Leave, and this Section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Section 3 – Pregnancy Leave, or subsection (2) of this Section.

17.07 An employee elected or appointed to a paid full-time position within the Union, shall be granted up to one (1) year off, without pay or other benefits, but without loss of seniority. At the end of the leave, the employee may request a further leave, or return to work, if the additional leave is not granted. If no further leave is requested, and the employee does not return to work, the employee shall be considered to have resigned their employment with the Employer.

ARTICLE 18 – BULLETIN BOARDS

18.01 The Employer shall make available a bulletin board for the Union's exclusive use. Only material signed by a Union steward, or Union official, may be posted on this bulletin board. The Union agrees that no material, which might reasonably be considered defamatory or libelous, will be posted.

ARTICLE 19 – DISCIPLINARY ACTIONS

- 19.01 a) Formal discipline shall include any written reprimand, suspension, or discharge imposed by the Employer.
- b) Should the Employer undertake a formal meeting in which disciplinary action shall be imposed, or could possibly result in discipline being imposed, the Employer must advise the Union Shop Steward directly, in advance. The Shop Steward shall not delay the meeting or process as a result of being advised of this information.
- c) The Shop Steward must be in attendance where formal discipline is imposed by the Employer, including any interview of all other employees/ witnesses. The Shop Steward shall act as an advocate of the employee facing discipline.
- d) The Shop Steward shall be provided copy the discipline imposed.
- 19.02 If an employee receives discipline, but then receives no further formal disciplinary action in the following eighteen (18) months, the discipline shall be removed from the employee's file, and will not be used in any subsequent disciplinary actions.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.01 Nothing in this Agreement shall be construed as, or interpreted as, a guarantee of hours of work, whether per day, or week, or otherwise.
- 20.02 Subject to Article 20.01, the Employer shall, when creating job postings, be guided by the following principles, subject to operational requirements.
- a) Full shifts shall be of eight (8) hours duration, exclusive of a meal break.
- b) Shifts of lesser duration may be scheduled.
- c) Any shift over five (5) hours duration, will have a thirty (30)-minute meal break.
- d) Generally, meal breaks are unpaid, and the employee is free of any employment related duties or obligations.

However, if the Employer designates an employee to be available for emergencies during their meal break, and/or requires them to remain on the Employer's premises, the Employer will pay them for the meal break.

Notwithstanding the payment, if the meal break is interrupted, then subject to operational requirements, the Employer will endeavour to extend or reschedule the interrupted portion of the meal break.

- e) All employees shall have two (2) fifteen (15) minute rest periods for shifts in excess of seven-and-a-half (7-1/2) hours, one before and one after the meal period.
- f) If an employee reports for work on any day, as required by the Employer, and starts work, the Employer shall pay the employee a minimum of four (4) hours of work at the regular wage, unless the work is suspended for a reason completely beyond the Employer's control.

If an employee reports for work on any day as required by the Employer, and the employee is fit and able to begin work, but does not commence work, at the Employer's direction, the employee will be paid for two (2) hours of work.

- g) A work schedule of two (2) weeks' duration will be posted in a conspicuous location. The work schedule will be posted at least two (2) weeks prior to its effective date. In all other cases, at least twenty-four (24) hours' notice of any change must be given or two (2) additional hours' pay given in lieu of notice. The Employer is required to make a reasonable effort to verbally advise individual employees of the changes to their work schedule once it has been posted.
- h) No employee shall be required to work in excess of six (6) consecutive days.

20.03 Split Shifts

The Employer will endeavour to eliminate, or minimize the use of, split shifts.

If such shifts are required, then the shifts will end not later than twelve (12) hours following the start of the shift.

20.04 Overtime

- a) The Employer will endeavour to minimize overtime.
- b) In turn, the Union agrees that if overtime is necessary, the members of the bargaining unit will co-operate in working such overtime. Overtime must be authorized by the Employer.

Overtime is paid at the rate of one and one half (1-1/2X) times the employee's regular wage, for all hours worked in excess of eight (8) hours and 40 hours per week, unless the employee works more than twelve (12) hours in a day, in which case the hours in excess of twelve (12) hours in a day are paid at two (2) times the employee's regular wage.

If an employee is already working, and is required to work overtime in excess of three and three-quarters (3-3/4) hours, the Employer will provide the employee a meal, or, at the Employer's discretion, if it is not practical to provide such a meal, pay the employee \$10.00 in lieu of the meal.

20.05 Employees may exchange shifts with other appropriately qualified employees, subject to the provisions of this sub-article.

All exchanges are subject to the approval of the Employer. However, it is specifically acknowledged that the Employer can deny a request if, as a result of the request, the Employer would not have sufficient staff available to meet the Employer's needs.

Employees must use an approved form for exchanges. The completed form must be submitted to the Employer sufficiently in advance of the time of the exchange to allow the employer to consider the request.

Shifts cannot be given away, and any exchange must represent a true exchange. Any exchange of shifts is considered to be in compliance with any related provision of this agreement, or of legislation, and no claim for overtime, or any other benefit, can arise because of an exchange of shifts.

20.06 The scheduled hours of work for an employee, the starting and quitting times each day and the time and duration of lunch period and time of rest periods will be determined by the Employer in accordance with its requirements.

20.07 Call-Back or Call-in Time

All employees called back to work after completing a shift shall be guaranteed a minimum of two (2) hours pay at the appropriate overtime rate for each such call-back or call-in, provided that there shall be no pyramiding of overtime payments under this Article.

20.08 A shift commencing at or about midnight shall be considered the first shift of each working day. The shift shall be deemed entirely within the calendar day in which the majority of hours fall regardless of what calendar day any part of that shift was actually worked.

20.09 a) For scheduled shifts, there shall be a minimum of twelve (12) hours off between the end of one shift, and the start of the next shift, except as may mutually be arranged between Fernbrae Manor and the employee(s).

b) Except for scheduled shifts, there shall be at least eight (8) hours between the end of one shift, and the start of the next shift.

c) Except where is it mutually arranged between the Employer and the employee, any failure to provide at least twelve (12) hours rest between regularly scheduled shifts which are being changed, shall result in payment of time and one-half (1-1/2X) at established rates for any hours worked during the normal rest period.

ARTICLE 21 – PREMIUMS, TRAINING

21.01 Any employee required to work a split shift shall be paid a premium of \$5.00 per shift. A split shift arises where the Employer schedules the employee over a twelve (12)-hour period, and work is interrupted by an unpaid break or breaks, exceeding thirty (30) minutes.

21.02 Any employee required to work a full night shift shall be paid a premium of \$8.00 per shift.

Definition of an Evening Shift

Hours worked from 4:00 p.m. to midnight.

Definition of a Night Shift

Hours worked from midnight to 8:00 a.m.

21.03 Any employee required by the Employer to take a course shall have:

- a) The fee for the course paid;
- b) If attendance is during working hours, the time spent at the course shall be paid for at the rates and conditions provided under this Agreement as though such employee was at work;
- c) If the course requires travel, the Employer will provide transportation to the course, or, at the Employer's discretion, reimburse the employee for reasonable expenses, or where the employee travels by private motor vehicle, pay the employee a rate of 43¢ per kilometre.

This clause shall not apply to changes in qualifications dictated by external sources. If additional education or upgrading is required as a result of inadequate job performance or discipline, this clause will not apply.

ARTICLE 22 – VACATIONS

22.01 Employees are entitled to vacation, with pay, in accordance with this Article.

22.02 All vacation entitlement is based on the individual employee's anniversary date of hire.

22.03 a) After twelve (12) consecutive months of employment, the employee is entitled to two (2) weeks of vacation. Vacation pay will be calculated based on four percent (4%) of the employee's gross pay during the year of employment in which the vacation is earned.

- b) After three (3) consecutive years of employment, the employee is entitled to three (3) weeks of vacation. Vacation pay will be calculated based on six percent (6%) of the employee's gross pay during the year of employment in which the vacation is earned.
- c) After ten (10) consecutive years of employment, the employee is entitled to four (4) weeks of vacation. Vacation pay will be calculated based on eight percent (8%) of the employee's gross pay during the year of employment in which the vacation is earned.
- d) After fifteen (15) consecutive years of employment, the employee is entitled to five (5) weeks of vacation. Vacation pay will be calculated based on ten percent (10%) of the employee's gross pay during the year of employment in which the vacation is earned.

22.04 An employee must use vacation, as time off, in the twelve (12) months following the vacation being credited to them. Only if circumstances beyond the control of the Employer, and the employee, prevent this, may vacation be carried forward.

22.05 Vacation must be taken as weeks of vacation and the minimum vacation that may be taken is one week. The exception is as follows: an employee may request to take one (1) week of vacation and break it into single days off. These vacation days off shall be granted, dependent upon operational requirements. Employees may request their vacation days to be taken consecutive with their regular days off. In the case of multiple requests, the vacation shall be approved based on the date of application.

There will be no weeks of vacation blacked out by the Employer. All vacations shall be granted based on operational needs and the availability of replacement staff.

It is agreed that all vacation time taken will be considered as time worked for all purposes of the collective bargaining agreement.

22.06 a) On the first business day following January 1, the Employer will post a vacation scheduler.

The vacation scheduler will cover the period from approximately February 1 to approximately December 31.

Employees may request vacations in writing, addressed to the Employer, but also indicated on the vacation scheduler.

On the first business day following February 1, all requests received by that time will be considered, and the Employer will assign vacation.

Where more than one employee has requested the same time off, and all requests cannot be granted, the more senior employee, within a classification as appropriate, will be granted the request.

The Employer will then post the vacation schedule by February 28.

Once posted, the vacation schedule will not be changed except by agreement between the Employer, and the individual employee.

The vacation schedule shall be posted in the employees' lunchroom adjacent to the Job Posting Board. Any changes to the vacation schedule shall be properly reflected on the vacation schedule.

- b) If an employee did not request vacation on the vacation schedule, or for vacations between approximately December 31 and approximately February 1, an employee may request their vacation at any time prior to the posting of a work schedule, and all requests will be granted in accordance with the operational requirements of the Employer. It is specifically noted however, that any posted vacation takes priority over vacation requests, regardless of the individual seniority of the employees.

22.07 If employment terminates, the employee will be paid any vacation pay owing as part of a final pay period.

22.08 If an employee dies, any vacation pay owing will be paid as part of a final pay.

ARTICLE 23 – PAID HOLIDAYS

23.01 Effective starting August 13, 2018, this article shall apply when an employee has worked 15 of the past 30 days. Part-time and casual employees shall receive 4.8% on each pay cheque in lieu of paid statutory holidays.

The following are the holidays under this Agreement:

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

23.02 If an employee is required to work on the holiday, the employee shall be paid time and one-half (1-1/2X) the employee's regular wage for all hours worked, for the first eight (8) hours, and two times (2X) the employee's regular wage for all hours worked in excess of eight (8) hours.

The employee shall be entitled to an alternate day off, with pay.

If a holiday or holidays occur during an employee's vacation, the vacation will be extended accordingly.

If the holiday falls on a day the employee is not scheduled to work, the Employer will provide the employee a regular working day off with pay not later than twenty-eight (28) calendar days following the holiday.

ARTICLE 24 – CLASSIFICATIONS AND WAGES

24.01 Classifications and wages are set out in Appendix "A" of this Agreement. Appendix "A" is hereby made a part of this Agreement.

24.02 Wages will be paid by direct deposit bi-weekly on every second Friday in accordance with Article 23.01 of this Agreement. Each employee shall be provided with an itemized statement of her wages and deductions. **When an employee identifies an error in their pay greater than \$50.00 caused by the employer, the employer must provide a manual cheque at the employee's request as soon as possible.**

24.03 If the Employer temporarily assigns an employee to perform the responsibilities of a position excluded from the bargaining unit, and the employee agrees to do so, the employee shall be paid a premium of \$.50 per hour.

That premium is in addition to the employee's normal rate of pay.

All provisions of the Collective Agreement continue to apply to the employee.

Any employee, so assigned, cannot discipline other members of the bargaining unit, but must report any issues, which might warrant a disciplinary action to the Employer.

24.04 a) If an employee is temporarily assigned to perform the duties and assume the responsibilities of a higher rated position within the bargaining unit, the employee so assigned shall receive the wage rate, in the higher rated position, immediately above her current rate for all hours during which she performs the duties and assumes the responsibilities.

b) When employees are assigned temporarily to perform the duties, and assume the responsibilities, of a lower rated position in the bargaining unit, the employees shall continue to receive their regular rate of pay.

c) Part (a) applies to all assignments, including call-ins.

Part (b) applies to assignments, but does not apply to call-ins. If an employee is called in and is asked to perform the duties and assume the responsibilities of a lower rated position, and agrees to do so, the employee shall be paid the

wage rate of the lower rated position, with placement on the wage grid based on their wage grid placement in their normal classification.

- 24.05 If the Employer chooses to establish a new classification or classifications, and such classification or classifications would fall within the bargaining unit, the Employer will notify the Union of the new classification. A job description, together with a proposed wage rate, will be provided to the Union. Any such wage rate will be established so that it is consistent with the wage rates paid other positions within the bargaining unit.

The Union has fourteen (14) calendar days in which it may consider the proposed wage rate. If the Union makes no objection, the proposed wage rate is accepted. If the Union makes an alternate proposal, the parties will meet within ten (10) days to discuss the wage rate, as proposed, and the Union's submissions. Failing agreement, the Employer can establish the position, with the proposed wage rate, and any dispute would be resolved by arbitration. Any adjustment, as established by an arbitrator, will be retroactive to the date the matter was referred to arbitration.

ARTICLE 25 – SICK LEAVE

- 25.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to regular full-time employees and to regular part-time employees working an average of thirty-two (32) – **effective starting August 13, 2016, twenty four (24) or more** – hours per week on the following basis providing sick leave credits are available:

- a) After completion of their probationary period, employees shall be granted such leave credits for illness from date of employment. Such credits shall be granted on the basis of two percent (2%) of straight-time hours, accumulated for each pay period and to a maximum of two hundred, twenty-five (225) hours pay.
- b) An employee absent from duty may be required to produce a medical certificate for any illness.
- c) An employee absenting himself/herself on account of personal illness must notify the Employer as soon as possible on the first day of illness before the time he or she would be scheduled to work.
- d) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- e) After absence due to illness or injury, the employee shall be returned to his/her job, if it is available, when capable of performing their duties. Should the position no longer be available, the employee shall be returned to the most comparable position based on their seniority.

25.02 Employees will be paid one-half (1/2) of the value of their accumulated sick bank, as of (approximately) November 15th of each year. This payment will be made during the first two weeks of December in each year.

25.03 Individual employees may waive this payment and maintain the full value of their bank, by giving the Employer written notice. Such notice must be received by November 1st of any year, or the payment for that year is automatic.

ARTICLE 26 – HEALTH AND WELFARE BENEFIT PLAN

26.01 Health and Welfare Plan

The Employer shall make available, as described in Appendix “B” of the Collective Agreement, the dental plan, employee life and AD&D coverage to all regular employees working twenty (20) hours or more per week. Appendix “B” is hereby made a part of this Agreement. The plan shall take effect August 1, 2006. The Employer shall pay one hundred percent (100%) of the premiums.

26.02 The Employer shall provide the B.C. Medical Services Plan to regular employees on a fifty-fifty (50/50%) cost-sharing basis.

Dependent coverage shall be available under the Medical Plan. A dependent shall be as defined under the B.C. Medical Services Plan or as may be mutually agreed. Employees may elect to have their spouse and children covered under the B.C. Medical Services Plan unless the spouse is covered separately.

26.03 Should the Employer require an employee to be transferred to another department, as the result of the unforeseen absence of another employee from that department, then the temporary transfer shall take place as follows:

- (a) First the qualified employee(s), by seniority, shall be offered the opportunity to temporarily transfer into the department concerned, and if no such employee accepts,
- (b) Then the junior qualified employee shall be transferred into the department until the conclusion of their shift, or until the directed by the Employer to return to their own department, whichever comes first.

ARTICLE 27 – JOINT HEALTH AND SAFETY COMMITTEE

27.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in Fernbrae Manor in order to prevent injury and illness.

The parties will work co-operatively to implement a safety and health program, in accordance with the requirements of the *Workers’ Compensation Act* and Regulations.

ARTICLE 28 – COPIES OF THE AGREEMENT

28.01 The Union will supply every employee with a copy of this Agreement. The Agreement will be provided within thirty (30) days of the signing of the Agreement. New employees will be provided such photocopy as part of the orientation process.

ARTICLE 29 – CASUAL EMPLOYEE WORK ASSIGNMENT

Casual employees shall be called in to work in order of their seniority.

The manner in which casual employees shall be called to work shall be as follows;

- One call – eight (8) rings. All calls shall be recorded in a log book 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.
- Casual employees have the right of refusal on two (2) calls during any four (4)-week posted work schedule after which the Employer is not obligated to call them for the remainder of that particular four (4)-week period.
- Casual employees who have refused six (6) or more calls during a four (4) month period shall have their seniority **changed to the date of the first shift following the refusals.**
- Casual employees who repeatedly refuse assignments on days or shifts which they have stated they are available may be required by the Employer to demonstrate that the refusals were for valid reasons and to provide strategies to address their unavailability.

Casual employees registered for casual work shall notify the Employer one (1) month in advance of the dates and times which they will be available to work in the upcoming month.

The Employer shall be obligated to call a casual employee only for those days on which the employee is available.

Casual employees registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, bereavement leave, family illness, or for any other purpose.

Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the Collective Agreement.

ARTICLE 30 – MISCELLANEOUS

30.01 The parties may enter into a written agreement, which alters or amends any provision of this agreement. Such agreement, to be effective and binding on the parties, must be signed by the Union representative and the administrator of the facility.

30.02 An employee may make a written request to review certain information contained in his or her personnel file. The Employer will schedule the review. The Employer will supervise the review. The employee can review the following information:

- Original application form
- Appraisals
- Commendations
- Counseling letters
- Disciplinary actions

The Employer will accommodate reasonable requests for copies.

30.03 If the Employer conducts performance appraisals for employees, who have completed the probationary period, and the employee disagrees with the assessment, the employee may provide a written rebuttal, which will be attached to the appraisal, or the employee may grieve the appraisal.

The Employer shall make available the Employer's Policy Manual or Handbook to each employee.

Employees pay stubs shall include all sick pay and vacation pay accumulation.

ARTICLE 31 – CALL-IN

31.01 Work opportunities, which arise after a schedule is posted, will be filled as follows.

31.02 If the work opportunity is fourteen (14) days or more in the future, it will be assigned as scheduled work to regular part-time employees by seniority to those employees who have provided their availability for those positions.

The Employer and the Union agree to develop an appropriate agreed to form where each individual employee will declare their availability.

If no regular part-time employee is available, it will be offered to casual employees by seniority.

31.03 If the work opportunity is less than fourteen (14) days in the future, it will be offered as follows, subject to these provisions:

- (i) The Employer has no obligation to offer work to an employee if overtime would result, and
- (ii) An employee cannot give up scheduled work, or previously offered and accepted work opportunities, in order to accept a work opportunity.

31.04 The opportunity will first be offered, in the following sequence of steps:

- a) In descending order of seniority, to casual employees who are registered for that classification, and if still unfilled,
- b) First, in descending order of seniority, to employees in the same classification, and then if unfilled
- c) Then, in descending order of seniority, to employees in other classifications, provided these employees have the necessary qualifications and abilities to perform the work.

31.05 If there were more than one work opportunity, all of the work opportunities would be offered. The balance would then be offered to the next most senior employee. If an opportunity exists after the least senior employee has been offered an opportunity, the opportunity will be offered at the next step.

ARTICLE 32 – DURATION OF AGREEMENT

32.01 This Agreement is effective as of **August 13, 2015** and continues until **August 12, 2019**.

Either party may, during the last one hundred and twenty (120) days of this term, give notice to bargain. If notice has not been given by the ninetieth (90th) day prior to the expiry of the term, notice is deemed to have been given.

32.02 Bargaining will begin, except as may be otherwise agreed, within ten (10) days of receipt of the notice, presuming such notice was given.

All of which is agreed this ____ day of _____, _____ .

For the Union,
 United Food and Commercial Workers
 Union, Local 1518

For the Employer,
 Unicare Fernbrae Holdings Inc.



 Ivan Limpricht, President

LETTER OF AGREEMENT

Between

(Fernbrae Manor)
(Hereinafter referred to as the Employer)

And

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1518
Chartered by the United Food and Commercial Workers International Union
(Hereinafter referred to as the Union)

This will confirm that the Employer has no plans to contract out bargaining unit work.

During the term of the Collective Agreement, the Employer shall not contract out any work currently done by bargaining unit employees.

No later than ninety (90) days prior to the expiry date of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer so intends, it shall provide the Union with information on the intended contracting out prior to the aforementioned ninety (90) days and will discuss in good faith any suggestions raised by the Union.

Nothing in this letter restricts the parties with respect to their bargaining proposals for the renewal of the Collective Agreement.

This letter shall expire on **August 12, 2019**.

Renewed: April 9, 2009.

Renewed: October 29, 2013.

Renewed: November 23, 2015.

For the Union,
United Food and Commercial Workers
Union, Local 1518



Ivan Limpricht, President

For the Employer,
Unicare Fernbrae Holdings Inc.

LETTER OF UNDERSTANDING

Between

(Fernbrae Manor)
(Hereinafter referred to as the Employer)

And

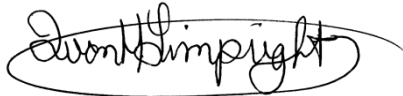
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1518
Chartered by the United Food and Commercial Workers International Union
(Hereinafter referred to as the Union)

In the event the Employer determines there is a need to reduce hours, a committee of two (2) Shop Stewards and the Union Representative will meet with the Employer to discuss the reduction. This discussion will include a review of schedules and juggling of job duties and the impact on employees. The parties recognize that the intent of these discussions is to minimize the impact on the employees with the most seniority. This process shall not delay the implementation of the reductions.

Signed this 29th day of October, 2013

Renewed: November 23, 2015.

For the Union,
United Food and Commercial Workers
Union, Local 1518



Ivan Limpricht, President

For the Employer,
Unicare Fernbrae Holdings Inc.

APPENDIX "A"

**FERNBRAE MANOR
Rates of Pay Scale for Regular Employees**

Department	Effective Date	Percent Increase	Start	488 hours	1 year from Date of Hire	3 years from Date of Hire
Administration or Maintenance	Feb. 13, 2014	Current	\$13.29	\$14.50	\$15.71	\$16.33
	Nov. 23, 2015	1.50%	\$13.49	\$14.72	\$15.95	\$16.57
	Aug. 13, 2016	1.50%	\$13.69	\$14.94	\$16.18	\$16.82
	Aug. 13, 2017	1%	\$13.83	\$15.09	\$16.35	\$16.99
	Feb. 13, 2018	1%	\$13.97	\$15.24	\$16.51	\$17.16
	Aug. 13, 2018	1%	\$14.11	\$15.39	\$16.68	\$17.33
	Feb. 13, 2019	1%	\$14.25	\$15.55	\$16.85	\$17.50
Housekeeping	Feb. 13, 2014	Current	\$13.29	\$14.50	\$15.71	\$16.33
	Nov. 23, 2015	1.50%	\$13.49	\$14.72	\$15.95	\$16.57
	Aug. 13, 2016	1.50%	\$13.69	\$14.94	\$16.18	\$16.82
	Aug. 13, 2017	1%	\$13.83	\$15.09	\$16.35	\$16.99
	Feb. 13, 2018	1%	\$13.97	\$15.24	\$16.51	\$17.16
	Aug. 13, 2018	1%	\$14.11	\$15.39	\$16.68	\$17.33
	Feb. 13, 2019	1%	\$14.25	\$15.55	\$16.85	\$17.50

Chef	Feb. 13, 2014	Current	\$18.03	\$18.56	\$19.09	\$19.62
	Nov. 23, 2015	1.50%	\$18.30	\$18.84	\$19.38	\$19.91
	Aug. 13, 2016	1.50%	\$18.57	\$19.12	\$19.67	\$20.21
	Aug. 13, 2017	1%	\$18.76	\$19.31	\$19.86	\$20.42
	Feb. 13, 2018	1%	\$18.95	\$19.51	\$20.06	\$20.62
	Aug. 13, 2018	1%	\$19.14	\$19.70	\$20.26	\$20.83
	Feb. 13, 2019	1%	\$19.33	\$19.90	\$20.47	\$21.03
Cook	Feb. 13, 2014	Current	\$14.50	\$15.71	\$16.90	\$17.52
	Nov. 23, 2015	1.50%	\$14.72	\$15.95	\$17.15	\$17.78
	Aug. 13, 2016	1.50%	\$14.94	\$16.18	\$17.41	\$18.05
	Aug. 13, 2017	1%	\$15.09	\$16.35	\$17.58	\$18.23
	Feb. 13, 2018	1%	\$15.24	\$16.51	\$17.76	\$18.41
	Aug. 13, 2018	1%	\$15.39	\$16.68	\$17.93	\$18.60
	Feb. 13, 2019	1%	\$15.55	\$16.85	\$18.11	\$18.78

Prep Cook	Feb. 13, 2014	Current	\$13.29	\$14.50	\$15.71	\$16.33
	Nov. 23, 2015	1.50%	\$13.49	\$14.72	\$15.95	\$16.57
	Aug. 13, 2016	1.50%	\$13.69	\$14.94	\$16.18	\$16.82
	Aug. 13, 2017	1%	\$13.83	\$15.09	\$16.35	\$16.99
	Feb. 13, 2018	1%	\$13.97	\$15.24	\$16.51	\$17.16
	Aug. 13, 2018	1%	\$14.11	\$15.39	\$16.68	\$17.33
	Feb. 13, 2019	1%	\$14.25	\$15.55	\$16.85	\$17.50
Dietary	Feb. 13, 2014	Current	\$13.29	\$14.50	\$15.71	\$16.33
	Nov. 23, 2015	1.50%	\$13.49	\$14.72	\$15.95	\$16.57
	Aug. 13, 2016	1.50%	\$13.69	\$14.94	\$16.18	\$16.82
	Aug. 13, 2017	1%	\$13.83	\$15.09	\$16.35	\$16.99
	Feb. 13, 2018	1%	\$13.97	\$15.24	\$16.51	\$17.16
	Aug. 13, 2018	1%	\$14.11	\$15.39	\$16.68	\$17.33
	Feb. 13, 2019	1%	\$14.25	\$15.55	\$16.85	\$17.50

Evening and Night Shift Premium: \$1.00 per hour. Effective March 13, 2009, Night Shift shall be increased to \$1.25 per hour.

Effective starting August 13, 2017, NightShift premium shall be increased to \$1.40 per hour.

Casual employees shall be allowed to progress to the applicable 488 hour rate and shall remain at this level until they become regular employees.

**A retroactive adjustment will be paid to all employees employed by the Employer at ratification, for hours paid in the period of August 13, 2015 to the date of ratification 2015.*

APPENDIX “B”

Description of Coverage of Employee Life, AD&D and Dental

Employee Life

All Employees

Amount of coverage	\$25,000
Coverage reduced.....	By 50% at age 65
Coverage ends.....	When employee retires or reaches age 70, whichever is earlier
Conversion	Maximum - \$200,000
Waiver of premium	Automatic approval when LTD approved (by Sun Life). Otherwise, any occupation and 6-month elimination period applies.
Exclusions	Two-year suicide limitation on amounts over the NEM

Accidental Death and Dismemberment

All Employees	Equal to Employee Life Coverage
Amount of coverage	Dismemberment from 25% to 200% of insured amount depending on loss.
Additional coverage.....	Repatriation & Rehabilitation – maximum \$10,000 each
.....	Spouse Occupational Training, Child Education & Family Transportation maximum \$5,000 each
Conversion	Maximum - \$200,000 only available with Life conversion
Waiver of premium	Automatic approval when Employee Life waiver of premium approved
Exclusions	Accidents caused by self-inflicted injuries, drug overdose, carbon monoxide inhalation, suicide, flying, unless solely as a passenger, parachuting, criminal offences, civil commotions, riots, insurrections or through the armed forces
Common accident	\$3,000,000 aggregate liability from all AD&D losses on the plan

Dental

All Employees

Benefit year equals	Calendar year
Plan design	Multident
	– Recall frequency – 5 months
	– Composite white fillings – Front teeth only
	– Periodontal scaling – 10 units
	– Fluoride – Children under age 19 only
Deductible per benefit year	Individual - \$50___ Family - \$100
Reimbursement level	
<i>Preventive procedures</i>	80% - Exams, x-rays, lab tests, cleanings, scaling, fluoride, disking (under age 19), oral hygiene instruction and space maintainers
<i>Basic procedures</i>	80% - Fillings, extractions, pit and fissure sealants (under age 19), root canals, local anaesthesia, gum surgery and repairs, relining and rebasing of dentures
Benefit year maximum.....	Preventive and Basic procedures - \$1,500 per person
Fee guide	The current fee guide for general practitioners in the employee's province of residence
Adjudication basis	Least expensive alternative procedure
Coverage ends.....	When employee retires or reaches age 70, whichever is earlier

Index

A

Arbitration 7

B

Bereavement Leave 15

C

Call-Back 20

Call-In 28

Call-in Time 20

Casual Employees 27

Classifications 24

D

Disciplinary Actions 18

E

Education/Union Convention Leave..... 14

Expedited Arbitration..... 9

G

Grievance Procedure 6

Group Grievance 7

H

Health and Welfare Plan 26

Hours of Work 18

Human Rights 3

J

Job Postings..... 11

Joint Health & Safety Committee 27

Joint Labour/Management Committee..... 5

Jury Duty/Subpoenaed Witness Leave..... 14

L

Lay-Off..... 13

Leaves of Absence..... 14

Lockout..... 2

M

Management 2

N

Notice of Lay-Off 13

O

Overtime..... 19

P

Parental Leave 16

Personal Leave 14

Personnel File 28

Picket Line..... 2

Policy Grievance 7

Pregnancy Leave 15

Premium 21

Probationary Period 10

R

Rates of Pay Scale..... 33

S

Seniority 10

Shop Stewards..... 4

Sick Leave 25

Split Shifts 19

Statutory Holidays 23

Strike 2

T

Training 21

Troubleshooter 8

U

Union Dues..... 3

Union Membership 3

Union Representatives 4

Union Security 3

V

Vacation 22

W

Wages 24