

COLLECTIVE AGREEMENT

Between

**512650 B.C. LTD.
(The Concorde)
(Hereinafter referred to as the Employer)**

And

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1518
Chartered by the United Food and Commercial Workers
International Union
C.L.C., A.F.L.-C.I.O
(Hereinafter referred to as the Union)**

September 2, 2004 – December 31, 2007

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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 and negotiations in all matters as set out in this Collective Agreement;
- c) to encourage efficiency in operation; and
- d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 The Employer is committed to a process of continuous quality improvement, or CQI. The process 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 512650 B.C. Ltd., carrying on business as The Concorde.

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

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

Diversicare refers to Diversicare Canada Management Services Co., Inc., in its role as manager of The Concorde, pursuant to a management services contract.

Regular employees, in this agreement, includes both full time and part time employees, but does not include casuals.

A full time employee is an employee regularly scheduled to work 35 or more hours per week, averaged over a shift rotation pattern.

A part time employee is an employee who is regularly scheduled to work, but who works less than 35 hours per week, averaged over a shift rotation pattern.

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 512650 B.C. Ltd. (hereinafter the Concorde), as the Employer.
- (b) The Employer recognizes the Union as the sole collective bargaining agent for all employees, except supervisory staff and management, and those persons excluded by agreement. At this time, the excluded positions are:
- Manager
 - Administrative and Marketing Assistant
 - Head Chef
 - Personal Care Co-ordinator
- 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.
- 2.04 The Employer agrees it will not have work normally and customarily performed by members of the bargaining unit performed by others if the result is a lay-off of a member or members of the bargaining unit.

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 legal picket lines.
- 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 and acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer.
- a) to determine and establish standards and procedures for the services to be provided the residents of The Concorde.
 - b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees; such rules will be posted on the employees' bulletin board with a copy supplied to the Union Committee. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin board with copies to be supplied to the Union Stewards.
 - c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee who has completed probation has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - d) to have the right to plan, direct and control the work, including the hours of work, and the shifts of work, of the employees and the operations of The Concorde.
 - e) to exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement, except as those rights, powers, functions or authorities are specifically abridged or modified by this 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 Humans 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*.

Those prohibited grounds of discrimination are, as of the time this contract was entered into, race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status,

physical or mental disability, sex, sexual orientation, age, or because a person has been convicted of a criminal or a summary conviction offence that is unrelated to the employment or to the intended employment of the person. All of these prohibited grounds are as more appropriately defined or outlined in the Code.

Dignity and Respect in the Workplace

All employees, including those excluded from the bargaining unit, have a right to be treated with dignity and respect in the workplace. Any complaint an employee has not been so treated must be in writing. It may be submitted by the employee, or by the Union on behalf of the employee, provided it is signed by the employee. All complaints are submitted to both the Employer and the Union. All complaints will be investigated promptly. Where appropriate, the Employer and the Union will conduct a joint investigation. If a complaint is substantiated, appropriate action will follow.

5.02 Duty to Accommodate

The Employer, the Union, and the Employees all have a responsibility to co-operate to accommodate an employee who requires an accommodation in accordance with the Human Rights Code and the Collective Agreement.

5.03 Transitional Work Program

The Employer, the Union, and the Employees recognize the value of providing a gradual re-adaptation to the physical demands of the workplace.

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 on their first working day 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.

6.03 Such dues, fees and/or assessments, so deducted shall be remitted to the Union by the 15th 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 show the total amount of Union dues, in accordance with the requirements/definitions of the *Income Tax Act*.
- 6.05 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.
- 6.06 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 twenty (20) minutes to explain to the new employee her rights, privileges, and responsibilities under this Agreement.
- 6.07 Except as specifically set out in this agreement, all correspondence between the parties shall pass between the Manager of The Concorde, 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.
- 6.08 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.
- 6.09 Union Representatives and Access to Premises
The Employer agrees Union representatives may enter its premises for the purpose of Union business.

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 The Concorde 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 receptionist, if a receptionist is available.
- 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, including representatives of Diversicare, with whom the Union may be required to transact business.

7.02 A Bargaining Committee of not more than two (2) shall be selected by the Union to represent the Union at bargaining sessions.

No employee shall act in the capacity referred above until after she has completed her probationary period with the Employer.

The Employer will pay employees on the Bargaining Committee for any regular scheduled hours of work not worked because the employee was required to attend negotiating meetings with representatives of the Employer. The maximum number of hours paid each representative will be 45 hours.

- 7.03
- a) The Union will appoint 3 employees, from within the bargaining unit, as stewards. The Union will designate one steward as the chief steward.
 - b) No employee will be appointed as a steward unless the employee has completed the probationary period.
 - c) The Union acknowledges that the stewards have regular duties to perform on behalf of The Concorde and that stewards will not leave their regular duties without the 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. Such consent shall not be denied for any reason which is arbitrary, discriminatory (as defined under Article 5.01) or in bad faith. In return, The Concorde will pay stewards for any regularly scheduled hours of work missed in dealings with The Concorde.

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 six (6) 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 two representatives of the bargaining unit
 - ii up to two representatives of supervisors, or persons above the rank of supervisor, exclusive of the Manager
 - iii the Manager
 - iv a UFCW representative, if available, and
 - v a representative of Diversicare Management Services, if available.
- 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. 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 Diversicare Management Services representative.

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 Diversicare Management Services representative.

- c) Any employee of The Concorde, whether in the bargaining unit, or excluded, may refer any matter to the Committee for discussion. Such referral shall be in writing. The matter may be identified as a confidential issue, and if so identified, will be maintained in confidence. In such circumstances, the minutes will reflect only that a confidential matter was discussed.
- d) 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 three 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) consecutive calendar days of the matter arising. 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. 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, the supervisor, and the Manager will attend this meeting.

When a grievance is submitted in writing, it 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 seven (7) consecutive calendar days of the meeting, except where the parties agree to a longer period of time.

Step 3

If the reply does not resolve the issue, the matter may be referred to step 3. It must be submitted within fourteen (14) consecutive calendar days following the day on which the reply was delivered. The manager will arrange a meeting, and the meeting will occur within fourteen (14) 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, the supervisor as required, the manager, a union representative, and a representative of Diversicare will attend this meeting.

The representative of Diversicare will reply, in writing, as soon as practical, but regardless, within seven (7) consecutive 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 3 of the grievance procedure. Where the grievance is filed by the Employer, the necessary wording is presumed.

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 suspended or discharged from her employment will be treated as a special grievance, commencing at Step No. 3 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 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 9.03 The Employer agrees to immediately notify the Chief Steward if a member of the bargaining unit, who has completed the probationary period, is discharged from employment.

ARTICLE 10 – ARBITRATION

If a grievance has been properly processed through the grievance procedure, and has not been resolved, 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) consecutive 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.

A grievance that has not been properly processed through the grievance procedure, in a timely fashion, is not arbitrable.

Either party may refer a grievance to arbitration.

- 10.01 The parties agree all matters in dispute will be heard by a sole arbitrator. The parties agree the following individuals may act as sole arbitrators:

J. Korbin	B. Greyall
C. Taylor	K. Albertyne
V. Ready	H. Laing
D. Munroe	J. Sanderson
D. Cahill	M. Jackson

In selecting an arbitrator, each party may eliminate up to 3 names from this preceding list. The parties will then agree from among the names remaining, based on which individual

would be first available, having appropriate regard to the ability of the parties to properly prepare and present their case.

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.

No person shall be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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.

In determining any disciplinary action or discharge, the Arbitrator shall have the authority to:

- a) confirm the Employer's action and dismiss the grievance
- b) set aside the penalty imposed by the Employer and restore the grievor to her former position with or without compensation; or
- c) increase or decrease any penalty imposed by the Employer or make such other determination, as the Arbitrator in the Arbitrator's discretion may deem just and reasonable.

ARTICLE 11 - WITNESSES

11.01 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 The Concorde to view working conditions which may be relevant to the grievance. The parties will compensate their own witnesses.

ARTICLE 12 - SUPPLEMENTARY AGREEMENTS

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

ARTICLE 13 - PROBATION

13.01 Employment is subject to a probationary period. The probationary period shall be the earlier of the following:

450 hours worked, or

100 shifts worked, or

4 months of employment subject to an extension on a case by case basis

In the case of the 4 months of employment, probation is only extended where, for whatever reason, the employee has not worked sufficient hours such that the Employer can fairly assess the employee's abilities and suitabilities for regular employment.

13.02 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 for the said probationary period.

13.03 Probationary employees may be laid off or dismissed without cause in the absolute discretion of the Employer notwithstanding any other provision of this Agreement to the contrary. The lay-off or dismissal of a probationary employee is not a grievance, and is not arbitrable; however a probationary employee may have recourse to the grievance or arbitration procedure in the adjustment of any other complaint which is the proper subject matter of a grievance.

ARTICLE 14 - SENIORITY

- 14.01 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 regular employees is based on a seniority date, determined by the employee's length of service, with an appropriate adjustment for service as a casual employee.
- c) Seniority for a casual employee is based on total hours worked.

An individual hired as a casual employee, and who subsequently becomes a regular employee, will have seniority based on date of hire as a regular employee, with an adjustment for hours worked as a casual employee. The adjustment will be determined by dividing the hours worked by 1800. Each 1800 hours worked would be equal to one (1) year of service. Lesser amounts would be prorated. This seniority would be added to the employee's seniority based on the date the employee became a regular employee, so as to give the employee a seniority date.

Seniority will be set out on two lists, in accordance with the practice of the parties, and those lists will be posted. Lists, once posted, will define the individual's seniority until the next list is posted.

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.

14.02 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 twelve (12) consecutive calendar months

14.03 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 twelve (12) or more weeks' duration, will be posted. Temporary assignments of less than twelve (12) weeks' duration may be posted, at the Employer's discretion.

14.04 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 exclusively within the Company for seven (7) consecutive calendar days. The Union acknowledges that following the exclusive seven (7) consecutive calendar days the Employer may elect to solicit applications from outside the workplace.

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) the supervisor to whom the application should be directed
 - (vii) the closing date of the posting
 - (viii) the location of the application forms
- b) No applications will be accepted after the posting has closed.
 - c) When selecting the candidate:

- (i) The Employer will first consider applications from regular employees working in the classification, and seniority shall be the determining factor.
- (ii) If there are no applications from regular employees, the Employer will then consider applications from casual employees working in the classification, and seniority shall be the determining factor.
- (iii) If there are no applications from either regular or casual employees working in the classification, the Employer shall consider applications from any other employee.

Where qualifications, skills and abilities are relatively equal among employees with the basic qualification, seniority shall be the determining factor.

- d) The Employer undertakes, for all employees who apply in writing for a posted vacancy within the exclusive seven (7) consecutive calendar days, and who are being considered under part (iii) of 14.04(c), that they will be interviewed.

14.05 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 thirty (30) 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.

14.06 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.

14.07 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 15 - LAY-OFFS AND RECALLS

15.01 Both parties accept job security should increase with seniority. Therefore, in the event of a lay-off, including a reduction of hours in excess of 25% of the employee's regularly scheduled hours, employees shall be laid off in the reverse order of their seniority, within their classification.

The junior person in the affected classification may then displace an employee in any other classification for which the employee has the qualifications, skills and abilities, 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 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.

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

15.03 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 16 - LEAVES OF ABSENCE

16.01 Personal Leave

- a) Personal leaves of less than seven (7) consecutive calendar days may be granted at the Employer's sole discretion.
- 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. All personal leaves are without pay. 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. Leaves will not be denied for any reason which is arbitrary, discriminatory (as defined under Article 5.01) or in bad faith.

16.02 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. Leaves will not be denied for any reason which is arbitrary, discriminatory (as defined under Article 5.01) or in bad faith. 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.

16.03 Jury Duty/Subpoenaed Witness Leave

When an employee is required to serve on a jury, or is subpoenaed by the Crown as a witness, the employee shall be relieved of her duties for such time as the service may require, 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.

16.04 No benefits are available during a leave.

16.05 Bereavement Leave

- a) An employee shall be granted five (5) consecutive calendar days beginning with the day of death, without loss of salary or wages, in the case of the death of a parent, spouse, child, 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) An employee shall be granted three (3) consecutive calendar days beginning with the day of death, without loss of salary or wages, in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, or any relative who has been residing in the employee's household at the time of death. The employee is paid for any regularly scheduled shifts which occur during this time period, and which are not worked because of the leave.
- c) Subject to this sub-article, an employee may request, and the Employer may agree, to interrupt the bereavement leave. Such request must be based on circumstances arising from the bereavement, such as a delayed interment.
- d) Additional unpaid leave may be granted.

16.06 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 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.

16.07 Family Responsibility Leave

Family responsibility leave shall be granted as a right in accordance with the provisions of *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.

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.

16.08 Employees scheduled to work on the day of any Federal election or referendum, shall be allowed at least three (3) consecutive hours off work during the hours polling stations are open.

Employees scheduled to work on the day of any Provincial election or referendum, shall be allowed at least four (4) consecutive hours off work during the hours polling stations are open.

No employee shall have their regular pay reduced simply because their normal hours of work had been reduced to grant this time off.

16.09 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 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 17 - BULLETIN BOARDS

17.01 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 18 - DISCIPLINARY ACTIONS

18.01 The Employer undertakes formal disciplinary action, which for the purposes of this Article is written warnings, disciplinary suspensions, or discharge for cause, will only be imposed in the manner set out in this Article.

- 18.02 a) At any meeting at which discipline is to be imposed, the Employer shall ensure a Union steward, or Union representative is present as a witness.
- b) To allow the Employer to accommodate this obligation, the Union undertakes a steward, or Union representative, will be reasonably available.
- c) Nothing in part (a) prevents the Employer from investigating any matter, including questioning an employee or employees regarding any matter.
- d) If a Union steward, or representative, was not present at any meeting at which a discipline was imposed, then except where the Union steward, or Union representative, was not reasonably available, the discipline is null and void.
- 18.03 a) If an employee receives a written discipline, but then receives no further formal disciplinary action in the following eighteen (18) months, the written discipline will be removed from the employee's file, and will not be used in any subsequent disciplinary actions..
- b) If an employee receives a disciplinary suspension, but then receives no further formal disciplinary action in the following twenty-four (24) months, the disciplinary suspension will be removed from the employee's file, and will not be used in any subsequent disciplinary actions.
- c) Where an employee receives a further formal disciplinary action, during the specified time periods, then the specified time periods will be extended by either eighteen (18) or twenty-four (24) months, dependent on whether the discipline was a written discipline, or a disciplinary suspension.
- 18.04 The Employer may suspend an employee, with pay, pending investigation, and such action is not itself a formal disciplinary action.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

- 19.01 Nothing in this Agreement shall be construed as, or interpreted as, a guarantee of hours of work, whether per day, or week, or otherwise.
- 19.02 Subject to Article 19.01, 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, inclusive of a meal break.

- b) Shifts of lesser duration may be scheduled.
- c) Any shift of five (5) hours duration, or longer, will have a 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 requires them to remain on the Employer's premises, the Employer will pay them for the meal break.

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

- e) For each 3-3/4 hours of a shift, the Employer shall schedule the employee to a paid 15 minute break.
- 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. If the Employer changes the schedule, an employee will be given at least twenty-four (24) hours notice of that change.

19.03 Split Shifts

The Employer will endeavour to eliminate, or minimize the use of, split shifts. The parties recognize however such shifts are particularly necessary during times when the building is not fully occupied.

If the building is fully occupied, (defined by the parties for the purpose of this sub article as meaning 72 units, or more, are rented) and has been for at least fifteen (15) consecutive calendar days, split shifts will be eliminated, but the Employer retains the right to re-establish split shifts if occupancies fall below full occupancy.

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

19.04 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 is paid at the rate of one and one half (1-1/2) times the employee's regular wage, for all hours worked in excess of eight (8) hours, unless the employee works more than eleven (11) hours in a day, in which case the hours in excess of eleven (11) 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 3-3/4 hours, the Employer will provide the employee a meal, or, at the Employer's

discretion, if it not practical to provide such a meal, pay the employee \$5.00 in lieu of the meal.

The parties agree a flexible work scheduled may be established for certain classifications.

For an employee in a classification without a flexible work schedule, then if the employee does not work more than eight (8) hours, but still works more than forty (40) hours in a week, overtime is paid at the rate of one and one half (1-1/2) times the employee's regular wage for all hours so worked, unless the employee works more than forty-eight (48) hours in the week, in which case the hours in excess of forty-eight (48) hours in a week are paid at two (2) times the employee's regular wage.

For employees in classifications with a flexible work schedule, overtime, based on the 40 hours in a week provision, is only paid when the employee works more than 40 hours in a week, averaged over the flexible work schedule. If the overtime payment is required, it is calculated on the same basis as it would be for an employee in a classification without a flexible work schedule.

19.05 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. Such approval will not be denied for any reason which is arbitrary, discriminatory (as defined under Article 5.01) or in bad faith. However, it is specifically acknowledged that the Employer can deny a request if, as

the 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.

19.06 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.

19.07 Call-Back or Call-in Time

All employees called back to work after completing a shift shall be guaranteed a minimum of four (4) 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.

19.08 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 falls regardless of what calendar day any part of that shift was actually worked.

19.09 a) For scheduled shifts, there shall be a minimum of sixteen (16) hours off between the end of one shift, and the start of the next shift, except as may mutually be arranged between The Concorde 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 it is mutually arranged between the Employer and the employee, any failure to provide at least sixteen (16) hours rest between regularly scheduled shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during the normal rest period.

ARTICLE 20 - PREMIUMS, TRAINING

- 20.01 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 12-hour period, and work is interrupted by an unpaid break or breaks, exceeding thirty (30) minutes.
- 20.02 Any employee required to work a full night shift shall be paid a premium of \$8.00 per shift.
- 20.03 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 kilometrage rate of 25¢ 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 21 - VACATIONS

- 21.01 Employees are entitled to vacation, with pay, in accordance with this Article.
- 21.02 All vacation entitlement is based on the individual employee's anniversary date of hire.
- 21.03 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 4% of the employee's total wages during the year of employment in which the vacation is earned.
- b) After four (4) consecutive years of employment, the employee is entitled to three (3) weeks of vacation. Vacation pay will be calculated based on 6% of the employee's total wages during the year of employment in which the vacation is earned.

- c) After eight (8) consecutive years of employment, the employee is entitled to four (4) weeks of vacation. Vacation pay will be calculated based on 8% of the employee's total wages during the year of employment in which the vacation is earned.

21.04 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.

21.05 Vacation must be taken as weeks of vacation and the minimum vacation that may be taken is one week. A week of vacation will begin at 7:00 a.m. on a Monday, and end at 7:00 a.m. on the following Monday.

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

The vacation scheduler will cover the period from approximately April 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 March 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 March 15.

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

- b) If an employee did not request vacation on the vacation schedule, or for vacations between approximately December 31, and approximately April 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. No request will be denied for any reason which is arbitrary, discriminatory (as defined under Article 5.01) or in bad faith. It is specifically noted however, that any posted vacation takes priority over vacation requests, regardless the individual seniority of the employees.

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

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

ARTICLE 22 - PAID HOLIDAYS

22.01 The following are the holidays under this Agreement:

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

* To be observed July 1st

** First Monday in August

22.02 Employees who have been employed for thirty (30) calendar days are entitled to a paid holiday for these days.

22.03 a) Where an employee has a regular schedule of hours (that is, works the same number of hours for all shifts) and has worked for at least 15 of the 30 days prior to the holiday, the employee must be paid as if he or she had worked on the holiday.

b) Where an employee has a regular schedule of hours (that is, works the same number of hours for all shifts) and has worked less than 15 of the 30 days prior to the holiday, the employee is paid on a prorated basis.

His or her total wages, excluding overtime, for the thirty (30) day period are divided by 15. This amount is the employee's holiday pay.

(c) If an employee has no fixed schedule (that is, if the employee works different hours) the amount of holiday pay is calculated as follows:

i. If the employee has worked at least 15 in the last 30 days before the holiday, his or her total wages, excluding overtime, for the 30 day period are divided by the number of days worked, or

- ii. If the employee has worked less than 15 days in the past 30, his or her total wages excluding overtime for that period are divided by 15.

22.04 If an employee is required to work on the holiday, the employee shall be paid time and one half the employee's regular wage for all hours worked, for the first 11 hours, and 2 times the employee's regular wage for all hours worked in excess of 11 hours.

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

If a holiday or holidays occur during a 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 23 - CLASSIFICATIONS AND WAGES

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

23.02 Wages will be paid by direct deposit bi-weekly on every second Monday in accordance with Article 23.01 of this Agreement. Each employee shall be provided with an itemized statement of her wages and deductions.

23.03 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 \$5.00 per shift.

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.

23.04 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 greater of the wage rate, in the higher rated position, immediately above her current rate, or an additional 25¢ per hour, on their own 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 to perform the duties and assume the responsibilities of a lower rated position, and agrees to do so, the employee is 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.

23.05 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 24 - PAID LEAVE

24.01 Employees are provided a system of paid leave. This system is provided as an alternative to paid sick leave.

24.02 Employees, who have completed probation, shall be paid 3% of their regular hourly wage for each hour worked. This payment is in lieu of any form of Employer paid sick leave.

All monies earned are banked in a "paid leave bank", hereinafter the leave bank.

24.03 If an employee is absent for any reason beyond the employee's control, and is not otherwise paid, these banked monies may be used, at the employee's discretion, to maintain earnings. By January 15 of each year, the employee must indicate in writing, on a form provided by the Employer, if they wish to use these banked monies for payments of absences during that calendar year. If the employee does not give any notice, they are deemed to have chosen not to be paid.

- 24.04 In addition to using the leave bank for maintaining earnings while absent, employees will be paid one half of the value of their leave bank, as of (approximately) November 15th of each year. This payment will be made during the first two weeks of December in each year.

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.

- 24.05 If employment concludes, employees will be paid the value of their paid leave bank as part of their final pay.

ARTICLE 25 - PREMIUM BASED BENEFIT PLAN, AND PENSION PLAN

Benefit Plans

- 25.01 Employees, who have completed probation, shall be paid 5% of their regular hourly wage for each hour worked. This payment is in lieu of any form of Employer paid premium based benefit plans.

Effective September 1, 2007, this amount increases to 6%.

The employee may use this money as a payment towards some or all of the premiums of certain premium based benefit plans. Any monies not used for this purpose are paid to the employee.

- 25.02 The Employer and the Union will consult as to what premium based benefit plans should be provided in place.

It is understood that such plans are provided subject to the requirements of any carrier, and those requirements may include a minimum level of participation. If that level of participation is not reached, no plans will be provided by the Employer.

Notwithstanding, the Union may provide such plans.

- 25.03 Any plan or plans may be matters of regular discussion during the term of this Agreement, and with the agreement of the Employer, the Union, and the plan provider, may be amended from time to time.

- 25.04 The Union agrees the Employer's sole obligation is to pay to the employee's credit the appropriate percentage, and any other matter, including any decision by an employee as to whether to participate, or any conflict between an employee and the plan provider, are

exclusively a matter between the employee, and the plan provider, and the Employer has no responsibility or liability whatsoever.

Pension Plan

- 25.05 The parties agree to participate in the United Food & Commercial Workers Union Pension Plan and Trust Fund in accordance with the provisions of the attached Addendum re Pension Plan. This Addendum attaches to and forms part of the Collective Agreement.

ARTICLE 26 - JOINT HEALTH AND SAFETY COMMITTEE

- 26.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in The Concorde 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 27 - COPIES OF THE AGREEMENT

- 27.01 The Employer will supply every employee with a photocopy of this Agreement. That photocopy 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 28 - CLOTHING ALLOWANCE

- 28.01 The Employer reserves the right to establish standards of attire.

In turn, the Employer agrees to pay each employee 3¢ per hour worked. This payment is cumulative, and shall be paid to the employee on or about July 1st, of each year.

ARTICLE 29 - MISCELLANEOUS

- 29.01 Proper accommodations shall be provided for employees to store and change their clothes, and to prepare and take their meals.

- 29.02 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, the manager of the facility, and a representative of Diversicare Management Services.

29.03 If any aspect of this agreement conflicts with legislation, the relevant provisions of the agreement shall be considered to be modified to reflect the legislation, and the balance of the agreement continues.

29.04 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:

S original application form

S appraisals

S commendations

S counseling letters

S disciplinary actions

The Employer will accommodate reasonable requests for copies.

29.05 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.

29.06 Beginning in the calendar year 2001, the Employer will make an annual contribution of \$100.00 to the United Food and Commercial Workers Education and Training Fund. This payment will be made during the month of July in each year. The payment is solely for the purpose of training individuals in matters related to collective bargaining, and does not constitute financial support of the Union by the Employer.

ARTICLE 30 - CALL-IN

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

30.02 If the work opportunity is fourteen (14) days or more in the future, it will be assigned as scheduled work.

30.03 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.

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

- a) first, in descending order of seniority, to employees in the same classification, and then if unfilled,
- b) in descending order of seniority, to casual employees who are registered for that classification, and if still 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.

30.05 If there is 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.

30.06 If there is more than 24 hours until the start of the work opportunity, and the employee is not available by telephone, the Employer will leave a message, provided that can be done. The employee will then have 2 hours in which to return the call. After that time, the Employer may offer the opportunity to the next employee on the list.

If there is 24 hours or less until the start of the work opportunity, the Employer has no obligation to leave a message, and may move to the next employee on the list.

30.07 If an employee is entitled to be offered a work opportunity, and is not, then if the individual advises the Employer, and affirms they were available, and would have accepted the work opportunity, the employee will be adjusted as follows.

If the work opportunity has not yet been worked, it will be given to the individual employee.

If the work opportunity has been worked, the employee would be offered an opportunity to work, as an extra, on a shift of equal duration, and on the same shift, as the missed opportunity. The Employer will define a 14-day period during which the employee can choose to work.

If the employee chooses not to work, the Employer has no further obligation.

If more than one employee were not offered the opportunity, only the senior employee who affirms they were available, and would have accepted the opportunity, has a claim.

The Employer, in its sole discretion, may pay the individual the amount the employee would earn if the employee had worked the shift, and such payment is full adjustment.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement is effective as of September 2, 2004, and continues until December 31, 2007.

31.02 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 90th day prior to the expiry of the term, notice is deemed to have been given.

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

All of which is agreed this ____ day of _____, 2005.

For the Union

For the Employer

Schedule 'A' - The Concorde

Classification	Effective	Start	After 450 hours Worked	After 1820 hours Worked	After 3640 hours Worked
Dietary	Sept. 2, 2004	\$10.50	\$10.61	\$10.82	\$11.03
	Jan. 1, 2005	\$11.15	\$11.26	\$11.47	\$11.68
	Aug. 1, 2005	\$11.50	\$11.61	\$11.82	\$12.03
	Sept. 1, 2006	\$11.75	\$11.86	\$12.07	\$12.28
Housekeeping	Sept. 2, 2004	\$10.50	\$10.61	\$10.82	\$11.03
	Jan. 1, 2005	\$11.15	\$11.26	\$11.47	\$11.68
	Aug. 1, 2005	\$11.50	\$11.61	\$11.82	\$12.03
	Sept. 1, 2006	\$11.75	\$11.86	\$12.07	\$12.28
Recreation	Sept. 2, 2004	\$11.25	\$11.36	\$11.59	\$11.82
	Jan. 1, 2005	\$11.90	\$12.01	\$12.24	\$12.47
	Aug. 1, 2005	\$12.25	\$12.36	\$12.59	\$12.82
	Sept. 1, 2006	\$12.50	\$12.61	\$12.84	\$13.07
Receptionist	Sept. 2, 2004	\$11.25	\$11.36	\$11.59	\$11.82
	Jan. 1, 2005	\$11.90	\$12.01	\$12.24	\$12.47
	Aug. 1, 2005	\$12.25	\$12.36	\$12.59	\$12.82
	Sept. 1, 2006	\$12.50	\$12.61	\$12.84	\$13.07
Head Houskeeper	Sept. 2, 2004	\$11.75	\$11.87	\$12.10	\$12.35
	Jan. 1, 2005	\$12.40	\$12.52	\$12.75	\$13.00
	Aug. 1, 2005	\$12.75	\$12.87	\$13.10	\$13.35
	Sept. 1, 2006	\$13.00	\$13.12	\$13.35	\$13.60
Head Dietary	Sept. 2, 2004	\$11.00	\$11.11	\$11.32	\$11.53
	Jan. 1, 2005	\$11.50	\$11.61	\$12.02	\$12.25
	Aug. 1, 2005	\$12.75	\$12.87	\$13.10	\$13.35
	Sept. 1, 2006	\$13.00	\$13.12	\$13.35	\$13.60
Maintainence	Sept. 2, 2004	\$11.75	\$11.87	\$12.10	\$12.35
	Jan. 1, 2005	\$12.40	\$12.52	\$12.75	\$13.00
	Aug. 1, 2005	\$12.75	\$12.87	\$13.10	\$13.35
	Sept. 1, 2006	\$13.00	\$13.12	\$13.35	\$13.60
Cook	Sept. 2, 2004	\$13.25	\$13.38	\$13.65	\$13.92
	Jan. 1, 2005	\$13.90	\$14.03	\$14.30	\$14.57
	Aug. 1, 2005	\$14.25	\$14.38	\$14.65	\$14.92
	Sept. 1, 2006	\$14.50	\$14.63	\$14.90	\$15.17

Classification	Effective	Start	After 450 hours Worked	After 1820 hours Worked	After 3640 hours Worked
Resident Care	Sept. 2, 2004	\$13.75	\$13.89	\$14.17	\$14.45
Attendant	Jan. 1, 2005	\$14.40	\$14.54	\$14.82	\$15.10
	Aug. 1, 2005	\$14.75	\$14.89	\$15.17	\$15.45
	Sept. 1, 2006	\$15.00	\$15.14	\$15.42	\$15.70

LETTER OF AGREEMENT

Between

512650 B.C. LTD.
(The Concorde)
(Hereinafter referred to as the Employer)

And

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1518
Chartered by the United Food and Commercial Workers International Union
C.L.C., A.F.L.-C.I.O
(Hereinafter referred to as the Union)

Re: Benefits

The Employer agrees to continue good faith discussions with the Union as to providing employees access in the "Group of One" benefit program, or an alternative equivalent program.

The principles of any such program will be as follows:

- Available to all employees on an individual basis.
- Full choice by the employees as to the benefits they choose to participate in, subject only to any requirements of the Carrier.
- Payment of the premiums using direct withdrawal from the employee's bank account.
- The maintenance of the existing premium in lieu of any form of Employer paid premium based benefit plans for all employees, regardless if the employee is participating in the benefit plan.

All of which is agreed this ____ day of _____, 2005.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF AGREEMENT

Between

512650 B.C. LTD.

(The Concorde)

(Hereinafter referred to as the Employer)

And

UNITED FOOD & COMMERCIAL

WORKERS UNION, LOCAL 1518

Chartered by the United Food and Commercial Workers International Union

C.L.C., A.F.L.-C.I.O

(Hereinafter referred to as the Union)

Re: Troubleshooter

During negotiations, we discussed the value of using a “troubleshooter” in certain circumstances. I write to confirm the Employer’s understanding of this process.

A troubleshooter would have a role as both an investigator and/or a mediator.

The Union and the Employer could, by agreement, request the assistance of a troubleshooter in investigating and/or mediating any dispute between them.

A dispute would be any matter defined as a grievance under the Collective Agreement, or any other matter which the parties agree would be a dispute for the purpose of the troubleshooting process.

Any process would be established by the troubleshooter, but it would be our intent the process would be informal. As part of this, neither party would be represented by legal counsel.

If the parties agree to a troubleshooting process, any time limits under the grievance procedure would be extended for the duration of the troubleshooting process.

The process would be without prejudice and privileged.

Any of the following individuals could be a troubleshooter for us, with the selection by agreement, and with the availability of the individual being a primary factor in the selection process:

J. Korbin
M. Jackson
P. Taylor
B. Cahill
J. Eischhoff

An individual who had acted as a troubleshooter could not then serve as an arbitrator.

Subject to any other suggestions you might wish to add, if you see this process as an alternate dispute resolution process that would be of value to us, let me know. We could do a letter of agreement that would then allow us to use the process during the life of the Collective Agreement.

All of which is agreed this ____ day of _____, 2005.

FOR THE UNION

FOR THE EMPLOYER

ADDENDUM RE PENSION PLAN

Between: UNITED FOOD AND COMMERCIAL UNION, LOCAL 1518
(hereafter referred to as the Union)

And: 512650 B.C. LTD. c.o.b. The Concorde
(hereafter referred to as the Employer)

In order to implement Section 25.05 of the Collective Agreement between the Union and the Employer it is agreed as follows:

- I. Effective September 1, 2001, the Employer will participate in the United Food and Commercial Workers Union Pension Plan and Trust Fund (hereafter referred to as the Plan/or Trust, as applicable) on the following terms and conditions:
 - i) Participation in the Plan and Trust will be through the Local 1518 Division of the Plan and Trust.
 - ii) As a participating Employer in the Plan and Trust, the Employer will provide to the Plan and Trust, on a timely basis, all information required pursuant to the Income Tax Act, and the British Columbia Pension Benefits Standard Act, which the Administrator may reasonably require in order to properly record and process contributions and benefits. The information may be provided by the Employer in the form normally maintained by the Employer. The Employer will further provide the information set out in part III of this letter.
 - iii) Under the Plan and Trust the Retirement Committee of the Local 1518 Division will be responsible for determining the benefits provided to employees of the Employer, the conditions of eligibility of such benefits and other terms and conditions as they deem necessary to include. It is understood that the Committee shall also have the power to amend or modify the terms and conditions of the plan and the eligibility rules, but shall have no power to amend or modify any provision of this Letter of Understanding, or any provision of the Collective Agreement between the parties.
- II. Commencing with the later of September 1, 2001, or the first day of employment of each Participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewal or extensions thereof, or until otherwise changed that the following contributions shall be made to the Plan and Trust:

Earnings shall mean the total compensation paid to a participating Employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the participating Employee each year.

Participating Employee shall mean each employee as of September 1, 2001 who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed.

a) By the Employer B the percentage set forth below of the Earnings of each Participating Employee. The percentage applicable shall be as follows:

<u>Date</u>	<u>Percentage</u>
Effective September 1, 2001	2%

b) By the Employees - Nil

III. Employer contributions along with a list of the Employees in respect of which the contributions have been made shall be forwarded by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than 21 days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each Participating Employee:

- 1) Their Earnings;
- 2) The Employer contribution made in respect of the Participating Employee;
- 3) The date they became an Employee if they first became a Participating Employee in the Employer's four (4) or five (5) week accounting period;
- 4) The date they ceased to be an Employee and the reason for cessation if they are no longer a Participating Employee at the end of the Employer's four (4) or five (5) week accounting period;
- 5) Such other data as the Trustees indicate they require for the administration and operation of the Plan, subject to part I (ii).

IV. General

i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.

- ii) The plan and Trust is and will continue to be registered under the Income Tax Act and the B.C. Pension Benefits Standard Act.

All of which is agreed this 30th day of September, 2004.

FOR THE UNION

FOR THE EMPLOYER

