

# COLLECTIVE AGREEMENT

**BY AND BETWEEN**

**893767 ONTARIO LIMITED, d.b.a. THE CHERRY PARK  
RETIREMENT RESIDENCE** a body corporate carrying on business in the  
Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL  
1518**, Chartered by the United Food and Commercial Workers International  
Union (CLC)

(hereinafter referred to as the "UNION")

**Duration of Agreement: August 1, 2005 to July 31, 2009**

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MEMORANDUM OF AGREEMENT made this 16th day of August, 2005.

BY AND BETWEEN

**893767 ONTARIO LIMITED, d.b.a. THE CHERRY PARK  
RETIREMENT RESIDENCE** a body corporate carrying on business in the  
Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL  
1518**, Chartered by the United Food and Commercial Workers International  
Union

(hereinafter referred to as the "UNION")

#### **Section 0 - INTRODUCTION AND PURPOSE**

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- 0.01** The Employer and Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the scope and for the term of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.
- 0.02** The Union agrees that it will at all times instruct bargaining unit members to act in accordance with the terms and provisions of this Agreement.
- 0.03** The Employer agrees that it will at all times instruct its management personnel to act in accordance with the terms and provisions of this Agreement.

#### **Section 1 - RECOGNITION OF PARTIES**

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##### **1.01 Bargaining Agency**

- (a) The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for the employees in the bargaining unit described in the certification issued under the labour laws of the Province of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Code or recognized by the parties.
- (b) For the purpose of this Agreement, the terms "EMPLOYEE" or "EMPLOYEES" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- (c) For the purpose of this Agreement, the parties agree that the following employees are excluded from the bargaining unit:
- i) the facility manager

- ii) the assistant manager
- iii) the housekeeping supervisor

It is agreed that the facility manager and the assistant manager shall not routinely perform bargaining unit work. The housekeeping supervisor shall not routinely perform any bargaining unit duties other than duties accepted as housekeeping functions.

## **1.02 Management Rights**

The Union agrees that the Employer has the sole and exclusive right to plan, direct, control, and supervise workplace operations. This would include, but is not limited to, such things as the right to:

- (a) determine the quantity and quality of services provided to the occupants of the facility;
- (b) determine the levels of staffing;
- (c) determine job qualifications, responsibilities, duties, routines;
- (d) hire, direct, promote, discipline, and discharge the workforce;
- (e) establish a code of conduct and working rules.

The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude the recognized functions of management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise covered in this Agreement.

The exercise of the foregoing rights shall in no way alter any of the provisions of this Agreement.

## **Section 2 - UNION SHOP**

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**2.01** The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

**2.02** The Employer agrees to provide each new employee, at the time of employment, with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, and the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

**2.03** The Union acknowledges and accepts that it has a legal responsibility under the Labour Relations Code of

B.C. that states it shall not act in a manner that is arbitrary, discriminatory, or in bad faith in representing any of the Employees in the bargaining unit.

### **Section 3 - DEDUCTION AND PAYMENT OF UNION DUES**

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**3.01** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the 15th day of the following month, accompanied by a written statement of the names of the employees for whom the deductions were made, the Social Insurance Number of each employee, and the amount of each deduction. Dues checkoffs are to be submitted on a monthly basis showing the amount deducted each pay period, for what purpose and the total amount deducted during the month. The Employer agrees to include dues deducted during the year on an employee's T4 slip.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

### **Section 4 - JURISDICTION**

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The evening/night/weekend reception, housekeeping, dietary, and guest attendant activity functions currently provided under agreement by the Employer to occupants of the facility shall be performed by bargaining unit employees and will not be contracted out by the Employer during the life of this Agreement, without the written permission of the Union.

All goods and services currently purchased and provided by the Employer to occupants of the facility, or that may be required to be purchased, shall not be considered bargaining unit work and may be contracted by the Employer.

### **Section 5 - BASIC WORKWEEK, OVERTIME, STATUTORY HOLIDAYS**

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The Employer reserves the right to schedule the hours of work for the workplace, meal periods, and overtime work, subject to the following definitions and provisions.

The Employer will not schedule more hours than the Employer deems necessary for the operation of the workplace.

The Employer will not reduce the weekly hours of work for an employee for the sole purpose of replacing those hours with an employee at a lower hourly rate.

The normal workweek will be Monday to Sunday.

**5.01 Shifts, Shift Hours, and Work Week**

The Employer will schedule normal straight time hours of work for employees within an eight (8) hour shift.

The normal straight time shift hours assigned to an employee within their daily shift will conform with the following guidelines:

- (a) Full-time Employees will be scheduled to work seven and one-half (7 ½) hours within their daily shift, and will not be scheduled to work more than five (5) daily shifts in the normal work week.
- (b) Part-time Employees and Casual Employees will be scheduled for not less than four (4) hours, and not more than seven and one-half (7 ½) hours within their daily shift, and not more than five (5) daily shifts in the normal work week.
- (c) Students will be scheduled for not less than two (2) hours from Monday to Friday on a school day; not less than four (4) hours on Saturday and Sunday; and not more than five (5) daily shifts in the normal work week.

**5.02 Employee Definitions**

Probationary Employees: All employees, commencing work with the Employer, will serve a probationary period of ninety (90) calendar days. At the discretion and option of the Employer, the probationary period may be extended for an additional thirty (30) calendar days.

The Employer will provide all probationary employees with a written performance appraisal upon completion of the first forty-five (45) calendar days of the probationary period.

Full-time Employees: All employees who are regularly scheduled seventy-five (75) hours in a biweekly period.

Part-time Employees: All employees who are regularly scheduled less than seventy-five (75) hours in a biweekly period.

Casual Employees: All employees who are not regularly scheduled in a biweekly period.

**5.03 Statutory Holidays**

The following days shall be considered statutory holidays:

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

Full-time Employees who are scheduled to work on a statutory holiday and work the statutory holiday will

be compensated at two and one-half (2 ½) times their regular hourly rate.

A Full-time Employee who works a statutory holiday shall have the option of another day off without pay which will be scheduled within thirty (30) days following the statutory holiday.

Full-time Employees who do not work the statutory holiday will be paid a day's pay at their regular hourly rate.

Part-time Employees, Casual Employees, and Students scheduled to work on a statutory holiday and work the statutory holiday will be compensated at two and one-half (2 ½) times their regular hourly rate for all hours worked.

Part-time Employees, Casual Employees, and Students, who are not scheduled to work on a statutory holiday, will receive statutory holiday pay at their regular hourly rate times their average daily hours worked in the two biweekly pay periods immediately preceding the statutory holiday.

Should a statutory holiday occur during an employee's annual vacation it will not be counted as a day's vacation in determining an employee's vacation entitlement.

#### **5.04 Posting of Schedules**

The Employer shall post the work schedule of all employees two (2) weeks in advance of the implementation of the schedule. The posted schedule will cover two (2) biweekly periods.

An employee's schedule may be changed without notice in the event of the absence of other staff due to illness, accident or in the event of emergencies.

In all other cases the Employer will endeavor to provide twenty-four (24) hours notice of any change or will pay four (4) hours of straight time in lieu of such notice.

There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive with the exception of meal periods.

#### **5.05 Meal Periods**

All employees working in excess of a five (5) hour shift shall be entitled to a meal period. Meal periods shall be a minimum of one-half (½) hour to a maximum of one (1) hour, as determined by the Employer. Meal periods shall not be calculated in the determination of the hours of pay.

An employee who works between the hours of 12:00 a.m. and 8:00 a.m. or works between the hours of 8:00 a.m. and 4:00 p.m. on a Saturday or Sunday, and cannot be replaced for their one half (½) hour meal period, shall receive an additional one-half (½) hour pay at their regular hourly rate.

#### **5.06 Rest Periods**

All employees shall have a paid fifteen (15) minute rest period for each four (4) hours of work. When an employee works six (6) hours or more in a shift, one (1) rest period shall be before the meal period and one (1) after the meal period. Employees shall not receive a rest period should they be scheduled for less than four (4) hours.

### **5.07 Time Sheets**

The Employer shall provide time sheets in order to enable employees to record their time for payroll purposes.

Each employee will be responsible to record the starting time and finishing time of each scheduled shift or other authorized hours worked. The time sheet will be completed in ink. Employees will not total the hours recorded on the time sheet for the payroll period.

Under no circumstances will an employee fill in, complete, or record the hours on a time sheet for another employee, save and except the manager or their designate for the purpose of preparing the payroll.

The Employer agrees to compensate all employees for all approved time worked.

### **5.08 Overtime Pay**

All authorized work performed in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week will be compensated at one and one-half (1 ½) times the normal rate of pay.

Compensating time off shall not be given in lieu of overtime pay.

### **5.09 Consecutive Days of Work**

In Section 5.02 the Employer has agreed not to schedule any employee for more than five (5) daily shifts in the normal workweek. However, a part-time employee, a casual employee, or a student, may elect to work one (1) additional daily shift in the normal workweek to replace an employee who is not available for their scheduled shift. No employee will be required to work more than six (6) consecutive shifts or overtime will be paid.

### **5.10 Consecutive Days Off**

All employees shall be scheduled for two (2) consecutive days off every two (2) weeks.

### **5.11 Leave of Absence**

Full-time employees with a minimum of two (2) years employment, and part-time employees with a minimum of three (3) years, are entitled to apply for a leave of absence without pay up to a maximum of ten (10) days per year, but not to exceed one (1) week in duration; subject to the following conditions:

- (1) that the employee has submitted their request in writing to the manager a minimum of four (4) weeks prior to the commencement of the leave;
- (2) that the request for leave generally identifies the purpose of leave, the date of commencement, and the intended date of return;
- (3) requests for leave of absence will not be unreasonably withheld providing there is another employee available and capable of doing the work required during the absence of the employee;
- (4) in case of conflict, scheduled vacation will have priority over a leave of absence;

- (5) in the event that a conflict exists whereby more than one (1) employee has applied for a leave of absence for the same time frame, seniority will prevail in granting the leave of absence requested, providing the above conditions have all been met.

This clause does not apply to probationary and casual employees.

## **Section 6 - JOB CLASSIFICATION**

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**6.01** The term "classification" is for establishing rates of pay for determining the application of seniority.

**6.02** The classifications for the purposes of this Agreement shall be the following:

- (a) Cook and Food Services Supervisor
- (b) Guest Attendant

The Guest Attendant classification shall include those employees carrying out evening/night/weekend reception, housekeeping, activities, handyman, dietary aide, and dishwashing functions.

**6.03** The position descriptions provided by the Employer are deemed to be acceptable for the purposes of this agreement.

**6.04** In the event that the Employer establishes a new job classification, or if there is a change which legitimately affects the content of the existing job description, or an existing classification, the Union shall receive a copy of the amended job description and proposed salary range. Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form a part of the wage schedule of this Agreement.

**6.05** At any time after an employee has been in a classification for three (3) months, they shall have the right to request a review of their classification if they feel the duties have changed from those of the current classified job description.

## **Section 7 - WAGES**

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**7.01** The Employer agrees to pay employees covered by the scope and terms of this Agreement the wage rates outlined by classification in Section 7.05.

Unless otherwise agreed by the parties, employees will be paid biweekly and be provided with a statement of earnings and deductions for each pay period.

An employee shall not be scheduled and paid for less than four (4) consecutive hours in any shift unless they are a "student" as defined by this Agreement.

Any employee who is called to work but is not scheduled to work upon reporting for work finds that their services are not required shall receive two (2) hours pay.

**7.02 Jury and Witness Duty**

When an employee is subpoenaed for jury duty, or as a court witness, they shall not suffer any loss of salary or wages while so serving to a maximum of five (5) days. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court, or any other party, and upon receipt of the appropriate documentation.

The Employer reserves the right to adjust the scheduling of employees hours to minimize the amount of time the employee is away from the workplace.

**7.03 Equal Pay for Equal Work**

The Employer shall not discriminate between male and female employees by paying them different rates of pay for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

**7.04 Wage schedule per hour:**

**Schedule "A" – WAGE SCHEDULE**

	<b>At Hire</b>	<b>975 Hours</b>	<b>1,950 hours</b>
<b>August 1, 2003</b>			
Cook	\$13.20	\$14.20	\$14.45
Guest Attendant	\$10.20	\$10.95	\$11.20
<b>August 1, 2005</b>			
Cook	\$13.40	\$14.40	\$14.65
Guest Attendant	\$10.40	\$11.15	\$11.40
<b>October 1, 2005</b>			
Cook	\$13.57	\$14.57	\$14.82
Guest Attendant	\$10.57	\$11.32	\$11.57
<b>August 1, 2006</b>			
Cook	\$13.77	\$14.77	\$15.02
Guest Attendant	\$10.77	\$11.52	\$11.77
<b>August 1, 2007</b>			
Cook	\$13.95	\$14.95	\$15.20
Guest Attendant	\$10.95	\$11.70	\$11.95
<b>August 1, 2008</b>			
Cook	\$14.05	\$15.05	\$15.30
Guest Attendant	\$11.05	\$11.80	\$12.05

### **7.05 Retroactivity**

Is to be calculated on the basis of straight time rates for all hours worked.

Retroactivity cheques shall be paid to all employees on the payroll of the Employer on the date of ratification and is to be paid within one (1) month of the date of ratification.

### **7.06 Shift Differential**

- (a) The Employer agrees to pay a shift differential of twenty-five cents (25¢) per hour if the employee is required by the Employer to rotate work between the hours of 8:00 p.m. and 8:00 a.m.
- (b) **Any employee who works the full night shift (12:00 midnight to 8:00 a.m.) shall be paid a premium of \$5.00 per shift.)**

### **7.07 Premiums**

- (i) The Food Service Supervisor shall be paid a premium of fifty cents (50¢) per hour for all hours worked including Paid leaves. This premium is not subject to overtime. This will not apply to relief workers.
- (ii) A Guest Attendant who is doing the lunch preparation shall be paid a premium of two dollars and seventy-five cents (\$2.75) for the hours worked during that shift at lunch preparation. This premium will be paid only for hours working doing lunch preparation but will be considered part of wages for the overtime calculations, including statutory holidays effective August 1, 2001.

## **Section 8 - VACATIONS**

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### **8.01 General Terms**

Annual vacation pay will be earned during the twelve(12) month period commencing on May 1 of each year and ending on April 30 of the following year ("Vacation Entitlement Period").

Annual vacation entitlement will be taken and scheduled in the twelve (12) month period immediately following the end of the vacation entitlement period.

Employees will not request vacation between the dates of December 15 and January 1 and the Employer will not grant vacation during this period.

The Employer, starting March 1st, 1996, and each March 1st hereafter, will post a notice in the workplace to inform the employees that by March 31st, all employees must submit requested dates for their vacation entitlement period.

Vacation requests shall be granted in accordance with seniority as per the terms of this Agreement, subject to the Employers right to schedule vacations at such times as is consistent with the efficient and effective operation of the business.

Acceptance or rejection of such vacation requests shall be given by the Employer by April 30th.

Vacation choices made after the March 31st deadline shall be granted on the basis of the efficient and effective operation of the business.

Vacation once scheduled and approved by the Employer, will not be changed except by mutual agreement.

Where a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee receives three (3) weeks vacation or more with pay, and a statutory holiday occurs during the employee's paid vacation, an extra days pay may be given in lieu of an extra days vacation with pay if, in the opinion of the Employer, an extra days vacation with pay will interfere with vacation schedules or hamper operations.

All time lost because of sickness or accident shall be considered as time worked for the purposes of determining the vacation allowance to which an employee is entitled. The vacation pay to which an employee is entitled shall be at the appropriate percentage for actual hours worked.

The Employer will pay vacation pay in the pay period immediately preceding the commencement of an employee's scheduled vacation, provided the vacation request provisions of this Agreement have been satisfied.

When an employee suffers an accident or if an employee is hospitalized prior to or during scheduled vacation, the employee shall be entitled to utilize their available sick leave for the duration of the injury or hospitalization without loss of vacation time, subject to the provision of medical evidence acceptable to the Employer.

In the event of a layoff, resignation, or dismissal, an employee's vacation pay and vacation pay entitlement will be computed on a pro rata basis, and an employee will be paid all vacation pay owing on the employee's last regular pay.

## **8.02 Annual Vacation and Pay Entitlements**

All employees will be entitled to annual vacation and annual vacation pay based on completed years of consecutive service calculated from their date of hire, as follows:

<b>Completed Years of Consecutive Service</b>	<b>Annual Vacation Entitlement</b>	<b>Annual Vacation Pay</b>
One (1) Year	2 Weeks	4%
Five (5) Years	3 Weeks	6%

Annual vacation pay will be earned during the twelve (12) month period commencing on May 1 of each year, and ending on April 30 of the following year ("Vacation Entitlement Period").

Annual vacation pay will be calculated using the applicable percentage above as a percentage of an employee's gross earnings during the Vacation Entitlement Period.

## Section 9 - HEALTH AND WELFARE

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### 9.01 Funeral Leave

An employee will be granted funeral leave without loss of pay in the event of a death of a member of his immediate family.

"Immediate family" will mean the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, and grandparents.

Funeral leave without loss of pay shall be granted for the day prior to, the day of, and the day following the funeral. To be eligible for paid funeral leave an employee must be scheduled to work for the applicable day, must attend the funeral, and, if requested, provide proof of attendance. Probationary, casual employees and students are not eligible for paid funeral leave.

### 9.02 Pregnancy and Family Responsibility Leave

An employee will be offered Pregnancy and Family Responsibility Leave in accordance with the provisions of the Employment Standards Act. These provisions are reprinted as Attachment B.

### 9.03 Sick Leave

An employee will accrue sick leave benefits at a rate of three percent (3%) of gross regular earnings biweekly for each biweekly pay period in a calendar year.

An employee will be entitled to pay for days absent from work due to illness or injury provided that:

- (a) they are not a probationary employee;
- (b) they are regularly scheduled to work in excess of twenty-two and one-half (22½) hours weekly; and
- (c) they have accrued monies available for payment.

Employees will be entitled to carry over a maximum of ten (10) days of **unused** sick leave benefit from one calendar year to another.

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by Workers' Compensation benefits, the Employer is entitled to require the employee to provide suitable medical clearance in a form acceptable to the Employer. Where the Employer deems it necessary to do so, the Employer is entitled to require the employee be examined by a local physician who is considered to have expertise in the diagnosis and treatment of the malady that has affected the employee.

In the event that the Employer requires an employee to submit to such an examination, any resulting charge by the physician which is not paid by the employees medical insurance plan will be paid by the Employer.

Once the Employer is satisfied that an employee is fit to resume their duties; the Employer will reinstate the employee's shifts as soon as it is practically possible.

### 9.04 Effective February 1, 1995, the Employer shall make available the following or similar benefits, as

mutually agreed between the Employer and the Union, to eligible employees (as defined below).

1. B.C. Medical Plan;
2. Extended Health benefits which include the following:
  - (a) Vision Care Plan to include no deductible (frames and lenses including contact lenses) on the basis of two hundred dollars (\$200.00) per eligible person every two (2) years;
  - (b) Prescription Drug Plan having a twenty-five dollars (\$25.00) deductible, one hundred percent (100%) of the cost paid by the Employer to a maximum of four hundred dollars (\$400.00) per year;
  - (c) Hearing Aid Plan having a maximum benefit of four hundred dollars (\$400.00) in a five (5) year period.
3. Group Life Insurance :  
Two (2) x annual gross earnings.

**9.05** The Employer shall pay seventy percent (70%) of the premiums for the above benefits (except B.C. Medical Plan) and the employee will pay thirty percent (30%) of the premiums for the above benefits (except B.C. Medical Plan) for all employees regularly scheduled to work more than twenty-eight (28) hours per week.

An eligible employee shall be an employee who has completed the probationary period and is regularly scheduled to work more than twenty-eight (28) hours per week. Students will not qualify for benefits

“Regularly scheduled” shall mean the average number of hours worked over a running three-month period.

The parties agree that the words “regularly scheduled” shall be interpreted as set out in the attached letter to become effective August 1, 2001.

Dependent coverage shall be available under the Medical Service Plan of British Columbia and the EHB described above. Dependents shall be as defined under the Medical Services Plan of British Columbia.

**9.06 B.C. Medical Plan**

The Employer shall pay one hundred percent (100%) of the premiums for the B.C. Medical Plan for all employees regularly scheduled to work more than twenty-eight (28) hours per week.

**9.07 Responsibilities of the Insured**

It is understood and agreed that it is the responsibility of all employees to acquaint themselves with the specific details of coverage and eligibility requirements of all benefit plans, subject to having been provided with the relevant information (brochures, etc.).

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**Section 10 - DENTAL PLAN**

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**The Employer shall make available a Dental Plan containing the benefits set out in Attachment A**

**to eligible employees as defined in Section 9.05. The Employer shall pay one hundred percent (100%) of the premiums.**

#### **Section 11 - PAYMENT IN LIEU OF NOTICE**

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The Employer will comply with the provisions of the Employment Standards Act in providing notice or severance in lieu of notice in the event of layoff or termination.

#### **Section 12 - SENIORITY**

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Seniority is defined as length of continuous service in the bargaining unit from the date of hire and shall be applied on a classification wide basis in determining preference for job promotions, transfers, demotions, lay-offs **and** recall. Available hours of work on a daily basis **shall be done by seniority for the most senior two-thirds of employees.**

Vacation choice of time off shall be on a bargaining unit wide basis.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.

The Employer agrees to post on the Union bulletin board annually, a seniority list of job classification containing the following information:

- (a) employee's name,
- (b) employee's date of hire.

At the time of posting, a copy of the seniority list shall be given to the Shop Steward(s) within thirty (30) days of the ratification of this contract and annually thereafter. Any objection to the accuracy of a posted seniority list must be brought to the Employer's attention within fifteen (15) days of its posting. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.

An employee shall lose his seniority in the following circumstances:

- (a) if he is discharged for just cause and is not reinstated;
- (b) if he resigns voluntarily;
- (c) if he is laid off for a period in excess of one (1) year;
- (d) if, following lay-off, he fails to return to work within ten (10) working days after receiving notice to do so unless just cause exists. The employee shall keep the Employer informed of his current address. The employee shall be deemed to have received notice to return to work if the Employer sends him such notice by registered mail. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his right to recall in the future. It is further agreed that laid-off employees who are recalled will be permitted to give their current Employer reasonable notice of termination in order to accept recall.

## **Layoff and Recall**

In the event of lay-off, employees shall be laid off in the reverse order of their classification-wide seniority.

Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within ten (10) working days from the time that he receives notice of recall or will advise the Employer of reasonable grounds, why he is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing his right to recall in the future.

## **Section 13 - GRIEVANCE PROCEDURE**

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Any difference of opinion between the Employer and the Union regarding the interpretation, application, dismissal, discipline, suspension or any alleged violations of the terms and provisions of this Agreement shall be considered a grievance and be dealt with in the following manner:

### *Step 1*

Grievances shall be presented in writing to either the Employer's representative or the Union's representative as the circumstances may dictate and shall clearly set forth nature of the grievance and the articles(s) of the collective agreement alleged to have been violated and the remedy or correction required.

The grievance must be presented not later than fourteen (14) days after the action or circumstance giving rise to the grievance. The Employer, grievor and/or Shop Steward, in the intervening fourteen (14) days, shall endeavour to resolve the dispute.

### *Step 2*

Failing settlement at Step 1, the Employer and the Union Representative shall endeavour to resolve the dispute.

### *Step 3*

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may by written notice served upon the other require that the grievance be submitted to an Arbitrator as provided in Section 14.

Time limits as set forth may be altered by mutual agreement between the Employer and the Union.

## **Section 14 - ARBITRATION**

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**14.01** Upon receipt of written notice that a grievance is to be arbitrated the parties shall mutually select and agree to an Arbitrator within ten (10) working days (excepting Saturday and Sunday).

Should the parties be unable to agree on an Arbitrator within the time frame provided, the Director of the Arbitration Bureau will be immediately contacted to name an Arbitrator.

- 14.02** The Arbitrator, within ten (10) calendar days (excepting Saturday and Sunday) upon receipt of notice, will determine and notify the parties as to when he or she will sit and consider the matter in dispute.
- 14.03** The Arbitrator will render his or her decision within fourteen (14) days of hearing the matter. It is understood and agreed that the time limits set out by the foregoing may be altered by the mutual agreement of the Employer and the Union.
- 14.04** In reaching a decision the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any way. The sole responsibility of the Arbitrator is to interpret the provisions of this Agreement.
- The findings of the Arbitrator will be binding and enforceable on both parties.
- 14.05** In the case of discharge which the Arbitrator has determined to have been for improper cause, the Arbitrator may order that the employee be reinstated and may award the employee be paid in full or partial back pay.
- 14.06** The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law.
- 14.07** Time limits as set forth may be altered by mutual agreement between the Employer and the Union.

#### **Section 15 - VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS**

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For the purpose of this section a "job vacancy" will occur when a bargaining unit employee vacates all of their regularly scheduled hours in the following positions:

- (a) Food Services Supervisor

or when a new classification is created within the bargaining unit.

The Employer reserves the right to advertise and seek applications from outside the bargaining unit when the Food Services Supervisor's position is vacated.

A job vacancy occurring within the bargaining unit will be posted within five (5) working days of its occurrence for a period of seven (7) working days. Such notice will include the following information:

- (a) job classification
- (b) qualifications
- (c) shift
- (d) hours of work

A copy of the notice shall be provided to the Shop Steward.

In the filling of vacancies - suitability, availability, skill, experience, and qualifications, will be the determining factors. Where the Employer determines these to be equal between applicants, seniority will be the determining factor.

A decision regarding each notice will be made within five (5) working days of the expiration of the notice period.

Any applicant chosen from within the bargaining unit will be provided a sixty (60) day orientation and evaluation period in their new position.

In the event the employee is not able or does not wish to complete the orientation and evaluation period, or cannot satisfactorily perform the job following the orientation and evaluation period, he/she shall be returned to his former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions, shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

An employee shall not be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his/her seniority accumulated up to the date of transfer outside the unit.

No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within sixty (60) days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.

New employees shall not be hired where there are employees on lay-off able to perform the job.

## **Section 16 - MISCELLANEOUS**

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### **16.01 Union Decal**

The official decal of the United Food and Commercial Workers International Union may be displayed in the workplace subject to the Employer and the Union mutually agreeing to its location.

### **16.02 Wearing Apparel**

The Employer will provide smocks and/or aprons as deemed appropriate and/or necessary for the protection of the employees clothing in the performance of their duties.

The Employer will maintain and launder such items as set out in the provision above.

### **16.03 Charitable Donations**

Employee donations to charity funds shall be on a strictly voluntary basis.

#### 16.04 No Discrimination

The Parties subscribe to the principles of the Human Rights Act of B.C. Both the Employer and the Union acknowledge and accept the responsibilities under the law in this regard.

### Section 17 - SHOP STEWARD RECOGNITION

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#### 17.01 Shop Stewards

- (a) The Union is entitled to appoint or elect from among the employees two (2) Shop Stewards. The duties of the Shop Steward(s) are to assist in the reporting and resolution of grievances, and to attend with an employee any discipline meeting that will result in a written letter of warning, suspension or discharge. Said duties to be carried at times mutually agreeable to both parties.

It is understood that an employee may choose to have another member of the bargaining unit present for a disciplinary meeting other than a Shop Steward. It is agreed that such an employee would serve and act on behalf of the Union in the Shop Steward's absence.

The Employer acknowledges that acts of discipline as described in the first paragraph of this section are to be carried out in the presence of the Union steward.

It is however understood by the Union that the Employer reserves the right to, in the absence of the Union steward, remove the employee from the workplace with the intent to suspend or discharge if in the opinion of the Employer the employee's actions have or will compromise the safety and well being of the occupants of the building.

In the event of the foregoing the Employer agrees to convene a formal disciplinary meeting with the employee and his Union representative as soon as it is practical to do so.

- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward(s) provided that the Union has first advised the Employer in writing of the name(s) of the employee(s) chosen. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of responsibilities as an employee. During working hours, the Shop Steward is not entitled to engage in any other Union activities other than those "duties" described in (a) above. A Shop Steward will not suffer a loss of pay in carrying out their duties described in (a) above during their regularly scheduled shift.
- (d) The Shop Steward must not leave their assigned responsibilities in the performance of their "duties" without first obtaining permission from their immediate supervisor. Such permission will not be unreasonably withheld. Shop Stewards will complete their "*duties*" in an expeditious manner.
- (e) Under no circumstances shall the Shop Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the workforce.

**17.03 Bulletin Board**

The Employer agrees to supply a bulletin board for use by the Union.

**17.04 Health and Safety Committee**

The Employer agrees to maintain a Health and Safety Committee in the workplace. The Committee shall function in accordance with the Occupational Health & Safety Regulation.

The Union shall be represented on such a committee.

**Section 18 - TIME OFF FOR UNION BUSINESS**

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**18.01** The Employer agrees that elected or appointed members of the Union shall be provided time off without loss in pay in order to attend Union conventions, conferences, workshops, or to participate in negotiations involving the Employer.

The Union shall notify the Employer in writing at least two (2) weeks in advance of the commencement of such a leave.

The number of employees in excess of one (1) granted leave of absence for these purposes shall be at the sole discretion of the Employer. The exception to this is that two (2) members shall be allowed to attend negotiations.

The Employer will bill the Union and the Union will reimburse the Employer for all wages, benefits and contributions made on the employee’s behalf during such an absence.

**18.02 Workplace Visits of Union Representatives**

Duly authorized full-time representatives of the union shall be entitled to visit the workplace for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a union representative shall be permitted after notifying the supervisor or manager and shall be:

- (1) Carried on in a place in the workplace designated by manager.
- (2) Held whenever possible during the lunch period, however, if this is not practical, then during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on company time unless with the approval of Management.

**18.03 Consultation Committee**

On the request of either party, the parties must meet at least once every two (2) months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to

promote workplace productivity.

**Section 19 - EXPIRATION AND RENEWAL**

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This Agreement shall be for the period from and including August 1, 2005, to and including July 31, 2009, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding July 31, 2009, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective, July 31, 2009 or any subsequent anniversary thereof,
- (b) require the other party of this Agreement, in writing, to commence Collective Bargaining to conclude a revision or renewal of this Agreement.

Should either Party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom Collective Bargaining is being conducted, or alter any other term or condition of employment until:

- (1) the Union upon commencement of lawful strike in compliance with the Labour Relations Code of British Columbia, or
- (2) the Employer upon commencement of lawful lockout in compliance with the Labour Relations Code of British Columbia.

The operation of Section 50 (2)(3) of the Labour Relations Code of British Columbia is hereby excluded.

SIGNED THIS 12<sup>th</sup> DAY OF August, 2005.

**FOR THE UNION**  
UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1518

**FOR THE EMPLOYER**  
893767 ONTARIO LTD.

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Brooke Sundin  
President

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Vern Miller  
President

**MEMORANDUM OF UNDERSTANDING**

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In agreeing to Section 1.01 (c) of the Agreement between Cherry Park Retirement Residence, and the United Food and Commercial Workers Union, Local 1518, the Parties acknowledge that the Employer does not prejudice its right to seek further exclusions before the Labour Relations Board, Province of British Columbia.

**SIGNED THIS** 16<sup>th</sup> **DAY OF** October, 2001.

**RENEWED THIS** 12<sup>th</sup> **DAY OF** August, 2005.

**FOR THE UNION**  
UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1518

**FOR THE EMPLOYER**  
893767 ONTARIO LTD.

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Brooke Sundin  
President

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Vern Miller  
President

**LETTER OF AGREEMENT**

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**Employer's Liability Limit for Benefit Plans**

The Employer's obligation and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging the underwriting of coverage by insurers and to the internal procedural administration of the plans. The Employer is not liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

The Employer agrees to provide the Union with a copy of the plan text relevant to the employees in the bargaining unit.

**SIGNED THIS** 16<sup>th</sup> **DAY OF** October, 2001.

**RENEWED THIS** 12<sup>th</sup> **DAY OF** August, 2005.

**FOR THE UNION**  
UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1518

**FOR THE EMPLOYER**  
893767 ONTARIO LTD.

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Brooke Sundin  
President

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Vern Miller  
President

## LETTER RE: ELIGIBILITY FOR BENEFITS

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2001-07-24

Mr. Brian Elliott  
Union Representative  
UFCW Local 1518  
185 Asher Road  
Kelowna, B.C.  
V1X 3H5

Dear Mr. Elliott:

Re: Bargaining

This letter will confirm the agreements reached in the negotiations for the 2001 – 2005 Collective Agreement regarding the issue of when employees become eligible for benefits under Sections 9.04 and 9.06.

1. The parties have agreed that “regularly scheduled” shall be interpreted by the parties as set out below until such time as the parties change the interpretation through the collective bargaining process.
2. “Regularly scheduled” shall mean the average number of hours worked over a running three-month period.

The following example will illustrate the agreement:

December	Employee passes probation
January	Month 1
February	Month 2
March	Month 3
April	Month 4
May	Month 5
June	Month 6
July	Month 7

Assuming the employee averages over twenty-eight hours per week during the months of January, February and March, then the employee will serve a one-month waiting period (April) and will be eligible for benefits for two months (May and June). The employee will remain on benefits so long as the three-month rolling average maintains more than twenty-eight hours per week on average.

3. If an employee’s average hours are twenty-eight hours or less then the employee will be cut off benefits two months later. Using the example in #2 above, if the employee’s average weekly work was twenty-eight hours or less during the period February, March and April, then the employee would still obtain benefits for May and June but would be removed from benefits effective July 1<sup>st</sup>.

4. If an employee has been removed from benefits then the employee must become re-eligible by following the same process as set out in #2 above. Using the example in #3 the employee would have to have an average of more than twenty-eight per week for the months of July, August and September to again become eligible for benefits. October would be the one-month waiting period and then the employee would be eligible for benefits for November and December.
5. For the purposes of determining eligibility for obtaining and remaining on benefits employees shall be deemed to have worked on paid holidays (or its equivalent), paid sick leave, pregnancy and parental leaves (pursuant to the Employment Standards Act), and for WCB (to a maximum of six months). The actual hours credited to the employee shall be the leave period that was previously scheduled for that employee and if the leave extends beyond the schedule then it shall be the average hours worked during the thirty calendar days immediately preceding the first day of the leave.

Yours truly,

Cindy Makarenko, Manager  
The Cherry Park Retirement Residence

**ATTACHMENT A**

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<b>CARETENDERS INC. ALTERNATE DENTAL PLAN (A+B)</b>	
<b>Deductible</b>	Nil
<b>Reimbursement Percentage</b>	Basic & Preventive – 90% Major – 80% Orthodontics – 60%
<b>Fee Guide</b>	Current
<b>Maximum</b>	Basic & Preventive – unlimited Major - \$2,500 per person per calendar year Orthodontics - \$2,500 per person lifetime
<b>Eligible Expenses</b>	
<b>Basic &amp; Preventive</b>	<ul style="list-style-type: none"> <li>– Complete oral exams – one every 3 years</li> <li>– Recall oral exams – 2 per calendar year</li> <li>– Emergency &amp; specific oral exams</li> <li>– Periapical &amp; panoramic x-rays – one every 3 years</li> <li>– Bitewing &amp; diagnostic x-rays</li> <li>– Scaling, polishing &amp; topical fluoride application – twice per calendar year</li> <li>– Space maintainers for primary teeth</li> <li>– Restorations (fillings)</li> <li>– Stainless steel &amp; polycarbonate crowns; inlays and onlays</li> <li>– Oral surgery including removal of impacted teeth</li> <li>– Relining &amp; repairing of dentures</li> <li>– Repair of fixed bridgework</li> <li>– Endodontics</li> <li>– Periodontics</li> </ul>
<b>Major</b>	Crowns, bridges, full & partial dentures
<b>Orthodontics</b>	Correction of teeth irregularities & malocclusion of the jaw

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## ATTACHMENT B

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### **PREGNANCY, PARENTAL AND FAMILY RESPONSIBILITY LEAVE SECTIONS FROM PART 6 OF EMPLOYMENT STANDARDS ACT:**

#### **Pregnancy leave**

**50** (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave

(a) beginning

(i) no earlier than 11 weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending

(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than 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 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 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 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 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**

**51** (1) An employee who requests parental leave under this section is entitled to,

(a) for a birth mother who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

(b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(c) for a birth father, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and

(d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 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 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 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 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

## **Family responsibility leave**

**52** An employee is entitled to up to 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.