

## **COLLECTIVE AGREEMENT**

**Between**                    **P.D.R. Investments Inc.**  
**doing business as**  
**WE CARE HOME HEALTH SERVICES**  
(hereinafter referred to as "the Employer")

**And**                         **CHRISTIAN LABOUR ASSOCIATION OF**  
**CANADA, LOCAL NO. 501**  
(hereinafter referred to as "the Union")

**July 1, 2002 to June 30, 2004**

### **ARTICLE 1 - PURPOSE**

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

- a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;

e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well being.

1.02 It is agreed that the omission of specific mention in the Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

1.03 Future legislation

Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

1.04 The Parties agree that

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays,
- Part 7, Annual Vacation; and
- Part 8, Termination of Employment,

of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Collective Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".
- 2.02 This Agreement covers all employees of the Employer, as identified in the certificate issued March 20, 2002 by the B. C. Labour Relations Board.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement, and all matters related thereto.
- 2.05 The Union acknowledges that it is the function of the Employer:
- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
  - b) to maintain order, discipline and efficiency;
  - c) to hire, direct, transfer, promote, layoff, suspend, discharge, and recognize superior performance, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he/she has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

- 2.06 The Employer agrees not to contract out bargaining unit work and non-bargaining unit personnel will not perform bargaining unit work except where the Employer does not have, or cannot reasonably acquire, the required skills or equipment, or in emergency situations where client care needs are at risk. However, nothing herein shall preclude management personnel from performing the work they have historically performed prior to the date of ratification.
- 2.07 The Employer shall provide bulletin board facilities for the exclusive use of the Union. The use of such bulletin board shall be restricted to the business affairs of the Union, and personnel related matters from the Employer.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to elect or appoint one steward for every twenty employees on the payroll. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b) CLAC Representatives are representatives of the employees, in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. CLAC Representatives shall, after notifying Management in advance, have the right to use available office space for the

confidential investigation of grievances or general discussion with bargaining unit members.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled whenever possible during rest and meal periods, or outside working hours. Disciplined employees instructed to leave the premises shall be permitted to meet with a Steward prior to leaving the premises in keeping with Article 3.01(b).
- 3.04 The Union has the right to appoint or elect members to a Negotiating Committee. Where such negotiations take place during an employee's regularly scheduled shift, the Employer and the Union shall equally bear the costs associated with compensating an employee for those hours at the appropriate rate.
- 3.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.06 There shall be no Union activity on Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.
- 3.07 The Employer shall hand out Union information packages to new employees at their orientation meeting. Union stewards may attend such meetings. The Employer shall inform the stewards of the date and time of upcoming orientation meetings.

## **ARTICLE 4 – STRIKES AND LOCKOUTS**

- 4.01 In accordance with Section 57(2) of the *B.C. Labour Relations Code*, it is understood that during the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.
- 4.02 In accordance with Section 57(1) of the *B.C. Labour Relations Code* it is understood that during the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members.

## **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are suitable, in the Employer's opinion, to meet the requirements of the job. The hiring decision shall be solely the Employer's.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off, or part-time employees available, who are qualified to do the work.
- 5.03 New employees will be hired on a three- (3) month or three hundred- (300) hour probationary period, whichever comes last,

and thereafter attain regular employment status. Their seniority shall be dated back to the beginning of their employment. With the mutual agreement of the Union and the Employer, the probationary period may be extended by up to one hundred (100) hours. Notwithstanding the foregoing, the probation period shall not exceed six (6) months in any case.

- 5.04 The Employer shall provide the Union with necessary information regarding hirings, layoffs and terminations. The name, social insurance number, address, date of hire and classification of new employees shall be provided to the Union once monthly. The seniority lists (see also Article 12.02) are to be posted and copied to the Union offices once per month. It is the responsibility of each employee to notify the Employer in writing of any and all necessary status changes, address, and phone number changes.
- 5.05 Employees on probation are covered by the Agreement, except those provisions which specifically exclude such employees.
- 5.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union.
- 5.07 The Employer shall annually review employees as to their overall work performance. The supervisor conducting the review shall first of all give the employee an opportunity to read their written review. The employee shall be allowed the opportunity to write their personal comments on the evaluation form. These evaluations shall be for personal assessment only. They shall not be used by the Employer in future disciplinary procedures.

## **ARTICLE 6 – HARASSMENT**

6.01 Neither the Employer nor the Union will tolerate physical or sexual harassment in the workplace. The Employer shall post their policy of physical and sexual harassment. Complaints will be thoroughly investigated. Alleged failure by any party to deal with a physical or sexual harassment complaint may be the subject of a grievance pursuant to this Agreement. Such complaint should be submitted to the Employer in writing within thirty (30) days of the occurrence.

## **ARTICLE 7 – CHECK OFF**

7.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

7.02 The Employer is authorized and shall deduct, monthly Union dues, or a sum in lieu of Union dues, from each employee's pay, in the amount of one and four tenths percent (1.4%) of gross pay as a condition of employment. Deductions shall be made effective the first of the month following date of hire from all employees.

7.03 The total amount checked off will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

## **ARTICLE 8 - JOB CLASSIFICATION AND RATES OF PAY**

- 8.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Collective Agreement and forms a part of it.
- 8.02 New classifications may be established by mutual agreement between the Employer and the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement, then the rates shall be settled by arbitration under this Agreement.
- 8.03 Wages shall be paid bi-weekly. Paycheques shall identify the total hours worked and total hours paid for at corresponding rates of pay.
- 8.04 Employees who are appointed by the Employer to committees shall be paid at their regular straight time hourly rate for time spent in committee meetings. All employees required to attend staff meetings shall also be paid at their regular straight time hourly rate for all time so spent.
- 8.05 Employees will call the Employer's office no later than each Tuesday to report the hours that they have worked. Employees who miss this deadline will be paid on the payday following the next pay period.

## **ARTICLE 9 – SCHEDULING, HOURS OF WORK, AND OVERTIME**

- 9.01 a) The Union recognizes the unique nature of the home care services sector and the need to maximize client satisfaction and continuity of care as an integral aspect of the success of

the enterprise. The Union recognizes that some of the Employer's clients accept specified caregivers only. In such cases the Employer may schedule the specified employee without regard to seniority standing, but with regard to the employee's expressed availability. To ensure that this clause is only used in cases where the risk of loss of the client is evident, the representatives of the Union shall be given all particulars, upon request.

- b) The Employer recognizes the need to maximize predictability and certainty in the scheduling of hours. The Employer agrees to consult employees in developing the work schedule. Senior employees with the requisite qualifications, ability and suitability shall be offered up to forty (40) hours per week, where possible, subject to the employee's availability and hourly restrictions as per Article 9.06.
- c) Senior employees who have lost client hours shall be matched to new clients, if available, within seventy-two (72) hours from the time the loss of hours became effective.
- d) Senior employees who have not restricted their availability shall not receive fewer hours than junior employees where ability and suitability are relatively equal.
- e) Senior employees who have restricted their availability shall not receive fewer hours than junior employees who have similar restrictions where ability and suitability are relatively equal.
- f) In order to provide services to new clients, the Employer may hire new employees if no existing employees are available to work the additional hours. The Employer will at all times endeavour to match new clients to existing employees first.

- 9.02 a) For the purposes of this agreement, ability shall be determined considering the employee's physical ability to provide appropriate client care.
- b) For the purposes of this agreement, suitability shall be determined considering client preferences for a specified care giver or for a care-giver of the same gender and considering the language and cultural needs of the client.

9.03 Reporting Pay

An employee reporting to work but unable to commence her duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to her Supervisor. Employees shall be entitled to receive payment for the cancelled hours to a maximum of two (2) hours for any of the cancelled hours, or the number of hours which the Employer receives funding for from the purchaser of the services, whichever is greater. The employee may be required to report for work at the Employer's office or at another client's residence for an equal number of hours as the employee is receiving compensation for.

- 9.04 a) The Overtime provisions of the *Employment Standards Act* apply, where those provisions have not been varied by the Employment Standards Branch of the Ministry of Labour and Skills Development prior to the certification of the Union.
- b) When a statutory holiday occurs during the work week, the hour value of the statutory holiday shall be considered to be time worked for the purpose of calculating weekly overtime.
- c) Employees may refuse overtime without being subject to discipline, except in emergency situations.

- 9.05 Employees may voluntarily accept assignments of less than two (2) hours in duration, however the Employer shall not discipline an employee who refuses assignments of less than the two (2) hour minimum contained in the *Employment Standards Act*.
- 9.06 The employee shall inform the Employer of his/her availability at the point of hire and thereafter may amend his/her availability on January 1, April 1, July 1, and October 1 of each year or at anytime by mutual agreement between the parties.
- 9.07 Call-Ins  
In order to fill unanticipated shifts after the work schedules have been printed and handed out, the Employer may call employees in accordance with their recorded availability as per Article 9.06. The Employer shall not call employees for shifts that fall outside of the employee's recorded availability. The Employer shall call employees who are available, able, and suitable to do the work, in order of seniority.
- a) If a call-in is answered by a telecommunications device, i.e. answering machine, voice mail, pager, fax, etc. the Employer shall leave a message that a call-in is available, and for what shift(s), before terminating the connection. The Employer will continue her/his efforts to fill the shift(s). If the employee responds ready to work prior to the call-in vacancy being filled, he/she shall be permitted to take the call-in.
  - b) Each call will be indicated on the applicable call-in sheet as to "worked", "no answer" or "refused".
  - c) Telecommunications devices will be treated as "no answer", and so will employees who do not return the call or return the call after the call-in vacancy has been filled. The caller shall initial each entry on the call-in sheet.

- d) If an employee refuses a call-in three (3) times or more per two-week schedule, then they shall be slotted at the bottom of the schedule for the following two (2) two-week schedules.
  - e) Employees who refuse call-ins for other than bona fide reasons three (3) or more times per two-week schedule, for four (4) consecutive schedules, will be deemed to have quit. Bona fide reasons include, but are not restricted to, medical reasons (with doctor's note), approved Leave of Absence, etc.
- 9.08 In the case of an emergency, the Employer is permitted to call-in employees without regard to their recorded availability. In such case the Employee may refuse the call-in and this will not be recorded as a refusal.
- 9.09 In the event that an employee is unable to work a scheduled shift, he/she shall report his/her inability to work as early as possible, but not with less than seventy-two (72) hours' notice. This does not apply in the event of illness.
- 9.10 Days off  
Employees will select two (2) full days per week in which the Employer will not schedule them to work. These two (2) days off may include a Saturday or Sunday. Employees may request a complete weekend off. Such a request shall be made at least two (2) weeks prior to the weekend being requested and the granting of such request is subject to operational requirements.

## **ARTICLE 10 - VACATIONS**

- 10.01 Employees will earn annual vacation entitlement, with pay calculated as a percentage of their gross earnings as follows:

- a) from zero (0) to one (1) year of service – vacation pay at four percent (4%);
- b) after one (1) year's service – ten (10) working days' vacation, with pay at four percent (4%);
- c) after five (5) years' service – fifteen (15) working days' vacation with pay at six percent (6%) of gross earnings;
- d) after eight (8) years' service – twenty (20) working days vacation with pay at eight percent (8%) of gross earnings.

10.02 Vacation pay shall be paid out bi-weekly unless employees individually request the Employer to bank earned vacation pay. In the event that the Employer is authorized to bank earned vacation pay, it shall be distributed only:

- a) on the pay day immediately prior to an employee's scheduled vacation for the period taken; and/or
- b) on termination of employment; and/or
- c) on request of the employee with two (2) weeks' written notice with a limit of two (2) such draws per year.

Vacation pay stubs shall show gross earnings during an indicated period of time, as well as the percentage at which vacation pay is calculated.

10.03 The Employer shall post blank vacation schedules before January 1, of each year. Employees shall enter first preference by March 1, with the requested vacation to be confirmed by the Employer no later than April 1 in each year. The Employer will endeavour to grant vacations at the time requested in the

vacation period, considering business requirements. If a choice must be made between two(2) or more requests for vacation at the same time, seniority shall apply. Individual requests at other times will be made in writing and confirmed no later than three (3) weeks after the request is made. Such requests shall be granted on a first-come first-served basis. With respect to the 2002 vacation year, past practice shall apply.

- 10.04 Statutory holiday pay will be issued as per Article 11.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee will receive statutory holiday pay in accordance with this Article and may request a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.
- 10.05 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) year of continuous employment:
- a) absence on Workers' Compensation up to a period of twelve (12) months provided the employee has returned to his/her employment;
  - b) absence due to illness up to a period of six (6) months, provided the employee has returned to his/her employment;
  - c) any layoff where seniority is retained.

## **ARTICLE 11 - HOLIDAYS**

- 11.01 The Employer agrees to pay all regular employees who have been employed by the Employer for a minimum of thirty (30)

days at regular rates based on their daily average over the previous four (4) weeks for the following ten (10) holidays:

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

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

- 11.02 Employees who average less than twenty (20) hours per week over the previous four (4) weeks shall be paid in accordance with Section 24 of the *Employment Standards Regulations* for all holidays noted in Article 11.01.
- 11.03 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his/her normal wage for that day if the employee is entitled to a statutory holiday as per Article 11.01. If an employee works on one of the paid holidays, he/she shall be paid one and one-half (1½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay, and may request another day off within four (4) weeks of the actual holiday date.
- 11.04 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.

## **ARTICLE 12 - SENIORITY AND LAYOFF**

- 12.01 a) Seniority is the ranking of employees in accordance with their total hours worked since their most recent date of hire. There shall be separate seniority lists for Vernon and Salmon Arm employees. Armstrong shall be considered part of Vernon, while Enderby shall be considered part of Salmon Arm. In the event that new service areas are added, the Union/Management Committee shall have authority to determine which employee group shall have access to the work or whether both groups shall share access.
- b) New employees shall be placed on the seniority list when they have successfully completed the probationary period, with their seniority back-dated to their date of hire.
- 12.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority lists in accordance with Article 5.04 to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.
- 12.03 Seniority rights shall cease and an employee shall be deemed terminated if he/she:
- a) voluntarily terminates his/her employment;
  - b) is discharged and such discharge is not reversed through the Grievance Procedure;
  - c) is laid off for a continuous period of more than twelve (12) consecutive months;

- d) has not worked any shifts during a period of twelve (12) consecutive months;
- e) is absent due to a non-work related sickness or injury for a continuous period of more than twelve (12) months, or job related injury or illness for a continuous period of twenty-four (24) months; subject to the application of the *Human Rights Act of B.C.*

12.04 When the Employer deems it necessary to reduce the work force, he/she shall inform the Union on the need for layoffs. When a reduction of workforce is required, the order of layoff shall be determined by seniority, provided the remaining employee(s) are qualified, able, and suitable to perform the remaining work.

The above considerations shall guide the Employer when employees are recalled.

12.05 The Employer shall give at least two (2) weeks' notice of layoff, or pay in lieu of, to all employees who have attained seniority status. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire an adequate replacement.

12.06 Regular employees with three (3) years of service or more are entitled, upon dismissal, except where terminated for cause, to severance pay of one (1) week's pay for each year of service to a maximum of eight (8) weeks' pay.

12.07 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff or termination took place.

- 12.08 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless he/she has a justifiable reason for his/her failure to return. Failure to return to work as agreed may be a just cause for termination.

### **ARTICLE 13 - JURY DUTY**

- 13.01 It is agreed that the Employer shall grant leave to an employee participating in the process of jury selection or jury duty or while serving as a subpoenaed witness in a court of law, except if the employee is the Defendant. In the event that the employee is enrolled in the Benefit Plan, the Employer agrees to remit the Employer's contributions to the Benefit Plan for a period of up to six (6) months.

### **ARTICLE 14 - INSURANCE AND BENEFITS**

- 14.01 The Employer shall contribute one hundred percent (100%) of the premium cost of the Health and Welfare Plan administered by the CLAC Health and Welfare Trust Fund to a monthly maximum of sixty-nine dollars (\$69.00) per eligible employee. For rules regarding eligibility refer to Memorandum of Agreement #2 which is attached to this agreement and forms part thereof. For an outline of the Health and Welfare Plan refer to Schedule "C", which is included for information purposes and which does not form part of this agreement.
- 14.02 In the event of sickness or injury, the Employer shall continue with their contributions to provide coverage to the end of the month following the month in which the sickness or injury took

place. The employee shall have the ability to self-pay the entire premium cost thereafter.

- 14.03 a) It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

14.04 **Premiums of Benefit Plan**

The Employer's sole responsibility to any eligible employee regarding the Benefit Plan is the payment of the premium required by the insurance company. The insurance company alone will be responsible for the payment of benefits, determining eligibility as well as commencement of eligibility of claimants and determining validity of claims.

**ARTICLE 15 - LEAVES OF ABSENCE**

- 15.01 Employees may make written application for leaves of absence without pay. The Employer will grant reasonable requests and consider length of service, compassion, and operational requirements in the decision whether to grant such leave and the length of time of such leave.

- 15.02 If the employee furnishes false information regarding sick leave or a leave of absence, he or she may be subject to discipline.
- 15.03 In the event of death in an employee's immediate family (spouse, parent, sister, brother, child, mother-in-law, father-in-law, grandparent, or grandchild), the employee shall be entitled to be absent from work for five (5) days. Employees who do not complete their shift following notification of death in the immediate family, shall be paid full shift hours for that day.
- 15.04 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- 15.05 Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
- 15.06 Employees shall be granted up to twelve (12) months of maternity leave without loss of seniority upon written request. Employees must make arrangements to contribute the full premium costs of the Benefit Plan in the event that they wish to maintain coverage.

## **ARTICLE 16 - SAFETY AND HEALTH**

- 16.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.

16.02 The Safety Committee shall be structured and shall operate in the following manner:

- a) The Employer and the Union shall each appoint a minimum of two (2) representatives to a Safety Committee. An alternate will be chosen, who will serve in the absence of either of the two (2) regular representatives.
- b) The Committee shall have one chairman and one secretary. In the event that the chairman is a representative of the Employer, the secretary shall be a representative of the Union or vice versa.
- c) The Safety Committee shall meet at least once per month or as required. The chairman and/or the secretary are empowered to call extra meetings at any time. Special meetings can be called with four (4) hours advance notice. Meetings are to be held during regular working hours and members paid at regular hourly rates.
- d) The recommendations of the Safety Committee will be implemented by the Employer within five (5) workdays of receipt of such recommendations, or as agreed upon by the committee.
- e) The Safety Committee shall have the power to file a grievance against the Employer if the Employer violates Article 16.02(d).

## **ARTICLE 17 – UNION/MANAGEMENT COMMITTEE**

- 17.01 a) In order to promote sound relations at work, the parties agree to schedule Union/Management meetings once every three (3) months, during the life of this Agreement. These meet-

ings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the

Collective Agreement. Employee representatives shall be paid a stipend of fifteen dollars (\$15.00) for attendance at a Union/Management meeting.

- b) The Employer and the Union may each appoint up to two (2) representatives to the Union-Management Committee. The minutes shall record the business of each meeting and a copy shall be posted at the workplace as well as faxed to the Union's office.
- c) Union Representatives may elect to participate in Union/Management meetings at their discretion.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.01 **INFORMAL PROCEDURE** - As an informal step an employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom he/she reports. At his/her option, the employee may be accompanied by a steward.
- 18.02 The parties to this Agreement recognize the Stewards, and the CLAC Representatives specified in Article 3, as the agents through whom employees shall process their grievances and receive settlement thereof.
- 18.03 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not

begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between

the parties hereto relating to the interpretation, application, or administration of this Agreement.

- 18.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 19, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his/her representative.
- 18.05 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 18.06 Step 1  
Any employee having a grievance will, accompanied by a Steward, or a CLAC Representative, submit the same to the Employer within fourteen (14) calendar days of the act or condition causing the grievance. The Employer will deal with the grievance not later than the tenth (10<sup>th</sup>) day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his/her decision in writing.
- 18.07 Step 2  
If the grievance is not dealt with under Step 1, a Union Representative may, within ten (10) calendar days of the

decision under Step 1, or within ten (10) calendar days of the day this decision should have been made, submit a written

grievance to the Employer. The Parties shall meet to discuss the grievance within two (2) weeks after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his/her decision in writing within seven (7) calendar days following the said meeting.

## **ARTICLE 19 - ARBITRATION**

- 19.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 19.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) days of service. The Arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 19.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 19.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.

- 19.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 19.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 19.08 It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 19.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.
- 19.10 The parties will equally bear the expense of the single Arbitrator.
- 19.11 The Arbitrator shall be empowered to render his/her decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 20 - DISCHARGE, SUSPENSION, AND WARNING**

- 20.01 a) When the conduct or performance of an employee calls for a reprimand of record by the Employer, such reprimand shall be in writing, with a copy of the reprimand forwarded by the

Employer to a steward and to the office of the CLAC. Prior to issuing such a reprimand, the Employer or Supervisor shall inform the employee of his/her right not to be reprimanded until a Steward or CLAC Representative can be present. The Employer agrees to commit to the principles of progressive discipline.

- b) Notwithstanding Article 20.01(a), it is understood that probationary employees may be terminated at the Employer's discretion. The Employer agrees that such terminations will not be arbitrary, discriminatory, or in bad faith.

## **ARTICLE 21 - TECHNOLOGICAL CHANGE**

- 21.01 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies:
- a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be affected, and;
  - b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
    - ii) human resources planning and employee counselling and retraining;

- iii) notice of termination;
- iv) severance pay and other benefits;
- v) a bipartite process for overseeing the implementation of the adjustment plan.

21.02 If, after meeting in accordance with Article 21.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the Collective Agreement.

21.03 Regular employees with three (3) years or more service, whose employment is terminated because of technological change, or automation, shall be entitled to severance pay of one (1) week's pay at his/her regular straight time rate for each one (1) year of employment with the Employer, to a maximum of eight (8) weeks.

## **ARTICLE 22 - GENERAL**

22.01 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa and words importing the masculine gender will be deemed to included the feminine gender and vice versa as the context requires.

22.02 The Employer agrees to pay three tenths of one percent (0.3%) of payroll, to a maximum of two thousand dollars (\$2,000.00) per annum, for all employees to the Christian Labour Association of Canada Education and Training Fund.

22.03 The parties to this agreement shall equally bear the costs associated with the printing and publication of the collective agreement.

**ARTICLE 23 - DURATION**

23.01 This Agreement shall be effective from the first (1<sup>st</sup>) day of July, two thousand two (2002) and remain in effect up to and including the thirtieth (30th) day of June, two thousand four (2004), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither party give such notice, this Agreement shall renew for a period of one (1) year.

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

**DATED** at Vernon, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of  
**P.D.R. INVESTMENTS INC.**  
doing business as  
**WE CARE HOME HEALTH SERVICES**

Signed on behalf of  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA, LOCAL NO. 501**

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
CLAC Representative

**SCHEDULE "A**  
**CLASSIFICATIONS AND HOURLY RATES**

Classification: HSW I

<b>Hours</b>	<b>July 1, 2002</b>	<b>July 1, 2003</b>
0	9.00	9.15
650	9.30	9.46
1,300	9.60	9.77
1,950	9.90	10.07
2,600	10.20	10.38
3,250	10.50	10.68
3,900	10.80	10.99
4,550	11.10	11.29
5,200	11.40	11.60
5,850	11.70	11.90
6,500	12.00	12.21

Classification: RCA

<b>Hours</b>	<b>July 1, 2002</b>	<b>July 1, 2003</b>
0	10.00	10.17
650	10.38	10.56
1,300	10.76	10.95
1,950	11.14	11.33
2,600	11.52	11.72
3,250	11.90	12.11
3,900	12.28	12.49
4,550	12.66	12.88
5,200	13.04	13.27
5,850	13.42	13.65
6,500	13.80	14.04

## Schedule "A" – Classifications & Hourly Rates

### Page 2

#### Classification: LPN

<b>Hours</b>	<b>July 1, 2002</b>	<b>July 1, 2003</b>
0	13.00	13.22
650	13.33	13.56
1,300	13.66	13.90
1,950	13.99	14.23
2,600	14.32	14.57
3,250	14.65	14.91
3,900	14.98	15.24
4,550	15.31	15.58
5,200	15.64	15.91
5,850	15.97	16.25
6,500	16.30	16.58

#### Classification: RN/RPN

<b>Hours</b>	<b>July 1, 2002</b>	<b>July 1, 2003</b>
0	20.33	20.68
650	20.82	21.18
1,300	21.30	21.67
1,950	21.79	22.17
2,600	22.27	22.66
3,250	22.76	23.16
3,900	23.24	23.65
4,550	23.73	24.14
5,200	24.21	24.63
5,850	24.70	25.13
6,500	25.18	25.62

## Schedule “A” – Classifications & Hourly Rates

### Page 3

#### Classification: SUPERVISED VISITS

<b>Hours</b>	<b>July 1, 2002</b>	<b>July 1, 2003</b>
0	9.25	9.41
650	9.55	9.72
1,300	9.85	10.02
1,950	10.15	10.33
2,600	10.45	10.63
3,250	10.75	10.94
3,900	11.05	11.24
4,550	11.35	11.55
5,200	11.65	11.85
5,850	11.95	12.16
6,500	12.25	12.46

A.01 Employees who are required to use their own vehicle to transport We Care clients or for any other use required and authorized by the Employer, shall receive thirty-two cents (\$0.32) per kilometre in compensation.

A.02 Employees performing live-in duties shall be compensated for each twenty-four hour period as follows:

- 10 hours at the appropriate rate for the Classification and Level;
- 14 hours on call at \$1.00 per hour, four hours of which an employee may be away from the premises but remains on call;
- Benefits shall accrue based on ten (10) hours per day;
- Employees will not be scheduled to perform live-in work unless an employee indicates to the Employer in writing their willingness to do so.

## **SCHEDULE “B”**

### **CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement.  
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the union’s internal guidelines on what constitutes a conscientious objection.

## **SCHEDULE “C”**

The following is an outline of the Health and Welfare Plan referred to in Article 14 of the Collective Agreement, as well as the in the Memorandum of Agreement #2, attached thereto. This outline is provided for information purposes only, and does not form part of the agreement.

Life Insurance- \$20,000

A D & D -\$20,000

Extended Health – 80%

Prescription Drug Plan - 100% for drugs above \$2,000.00 annually per person.

Eye glasses - \$200.00 every 2 years, every year for children.

Out of country coverage

Dental – 80% basic, 50% comprehensive, and 50% orthodontic

## **MEMORANDUM OF AGREEMENT #1**

**BETWEEN**

**P.D.R. INVESTMENTS INC.**  
**doing business as**  
**WE CARE HOME HEALTH SERVICES**  
(hereinafter referred to as “the Employer”)

**AND**

**CHRISTIAN LABOUR ASSOCIATION**  
**OF CANADA, LOCAL NO. 501**  
(hereinafter referred to as “the Union”)

**Concerning: Seniority Entitlement and Distribution of Work**

The purpose of this agreement is to ensure that junior employees will not be unfairly disadvantaged by the coming into effect of the seniority provisions of the collective agreement. The Employer and Union therefore agree that the seniority provisions shall come into effect as follows:

1. No work hours shall be taken away from junior employees to be awarded to senior employees.
2. New hours shall be awarded to the most senior qualified, suitable, and able employee who is available to do the work.
3. Once the most senior employee is working his/her desired number of hours within the framework of his/her expressed availability, to a maximum of forty (40) hours per week, additional new hours shall be awarded to the second most senior employee who is qualified, suitable, able and available to do the work.

4. Junior employees shall receive a share of the new hours as is necessary to maintain their average hours of work, as qualifications, suitability, ability, and availability permit.
5. The terms and conditions of this Memorandum of Agreement apply to the employees of the Employer that are on the Vernon Seniority list on the date of ratification.
6. Employees of the Employer who are on the Salmon Arm Seniority List are not subject to the terms and conditions of this Memorandum of Agreement until all employees who were on the seniority list on the date of ratification of this agreement are working an average of twenty-four (24) hours per week. Once this threshold has been reached, additional hours shall be awarded in accordance with numbers 1, 2, 3, 4, and 7 of this Memorandum of Agreement.
7. Employees hired after the date of ratification of this Collective Agreement are not covered by the terms and conditions of this Memorandum of Agreement.

DATED in Vernon, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer:

Signed on behalf of the Union:

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**P.D.R. INVESTMENTS INC.**  
doing business as  
**WE CARE HOME HEALTH  
SERVICES**

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**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA,  
LOCAL NO. 501**

## MEMORANDUM OF AGREEMENT #2

**BETWEEN P.D.R. INVESTMENTS INC.**  
**doing business as**  
**WE CARE HOME HEALTH SERVICES**  
(hereinafter referred to as “the Employer”)

**AND CHRISTIAN LABOUR ASSOCIATION**  
**OF CANADA, LOCAL NO. 501**  
(hereinafter referred to as “the Union”)

**Concerning: Determining Eligibility for Health and Welfare Provisions**

1. a) Employees who average twenty (24) hours per week over thirteen (13) consecutive weeks shall be eligible for coverage. Verifications will be done by the Employer, each month ending on the last Saturday of the month for the hours worked in the previous thirteen (13) weeks; e.g. if an employee has averaged twenty (24) hours per week in the thirteen (13) weeks prior to July 1, 2002, the employee would be eligible for the benefits on October 1, 2002. Employees who are eligible for the Health and Welfare provisions as per #1 above, shall continue to be covered by said provisions as long as their availability does not change to the degree that it reduces the number of hours worked below the threshold described above.
- b) Employees who, on account of a reduction in their availability, fail to maintain sufficient hours, will be disqualified as follows: if on the last Saturday of the month the number of hours in the previous thirteen (13) weeks dropped below the required hours, then the employee will be tested at the end of the two (2) following months. If the employee again fails to meet the eligibility test, the employee will be disqualified. For example,

- if on October 26, 2002, the employee failed to meet the eligibility test, the employee would again be tested on November 30, 2002 and December 28, 2002. If on all three (3) tests the employee failed to meet the required hours, the employee would be disqualified on January 1, 2003.
2. Current employees who worked an average of 24 hours per week within a thirteen-week window between July 1, 2001 and October 31<sup>st</sup>, 2001 are eligible for coverage without regard to their current hours of work. Their coverage shall commence October 1, 2002. This clause does not apply to employees who subsequently quit and were re-hired. It does apply to eligible employees who, after their qualifying window, were off on an Employer-approved Leave of Absence or on Medical Leave.
  3. Any disputes resulting from Article 1(b) of this Memorandum of Agreement shall be referred to the Union/Management Committee. In the event that the Committee is unable to resolve the dispute, the employee shall have access to the Grievance and Arbitration provisions of the Collective Agreement. Such grievance shall be filed no later than two (2) weeks after the Committee informs the employee that it is unable to settle the dispute.

DATED in Vernon, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer:

Signed on behalf of the Union:

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**P.D.R. INVESTMENTS INC.**  
**doing business as**  
**WE CARE HOME HEALTH**  
**SERVICES**

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**CHRISTIAN LABOUR**  
**ASSOCIATION OF CANADA,**  
**LOCAL NO. 501**

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# **COLLECTIVE AGREEMENT**

**BETWEEN**

**P.D.R. INVESTMENTS INC.  
doing business as  
WE CARE HOME HEALTH SERVICES**

**AND**

**CHRISTIAN LABOUR ASSOCIATION OF  
CANADA, LOCAL NO. 501**

**July 1, 2002 to June 30, 2004**