

COLLECTIVE AGREEMENT

Between **EBENEZER SENIOR HOME SOCIETY**
(hereinafter referred to as "the Employer")

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

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 wellbeing.

- 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.

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 outlined in the Certificate issued by the B.C. Labour Relations Board, that is all employees at Ebenezer Senior Home Society, Abbotsford, B.C., except supervisory staff.
- 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. Union Representatives shall notify the Employer when entering the premises.
- 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, and discharge, 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.
 - d) to make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees.
- 2.06 The Employer agrees not to contract out 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.
- 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 (i.e. job postings).

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 or more stewards. The steward is a representative 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, after notifying Management in advance, shall have the right to visit members at their place of employment, provided such visits do not disrupt the delivery of service.

- 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.
- 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 shall pay 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.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 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.
- 4.02 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.

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 qualified, in the Employer's opinion, to meet the requirements of the job.
- 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 four hundred eight- (480) hours probationary period, whichever is greater, and thereafter attain regular employment status. In no case shall the probationary period extend beyond six (6) months, unless there are outstanding commitments regarding the qualifications held by the employee in the classification the employee was hired into. These commitments shall be noted in writing at the time of hire. On completion of their probationary

- period, their seniority shall be retroactive to the beginning of their employment.
- 5.04 A Steward shall be given ten (10) minutes off, on her first available shift, without loss of wages, to greet a new employee in her department and to discuss Union membership with such employee.
- 5.05 The Employer shall provide the Union with necessary information regarding job postings and awards, terminations and hirings. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. It is the responsibility of each employee to notify the employer in writing of any and all necessary status changes, and address and phone number changes.
- 5.06 Employees on probation are covered by the Agreement except those provisions which specifically exclude such employees.
- 5.07 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.
- 5.08 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 in writing to the Employer within thirty (30) days of the occurrence.

ARTICLE 6 – CHECK OFF

- 6.01 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.
- 6.02 The Employer is authorized to 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 of one 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. The Employer shall also deduct initiation fees as authorized by an employee.
- 6.03 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 7 - JOB CLASSIFICATION AND RATES OF PAY

- 7.01 a) Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.
- b) No employee shall perform work requiring a certification or degree she does not possess, unless the employee has been adequately trained and authorized to perform that work and a Transfer of Function form has been completed.
- 7.02 a) 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.

- b) The parties agree to conclude a Letter of Agreement which will identify job descriptions for each position. Failure of the parties to agree will result in referral to dispute resolution mechanisms that form part of this Agreement.
- 7.03 Wages shall be paid monthly by a prearranged draw on the fifteenth (15th) of the month and a regular pay cheque at the end of the month. Pay cheques shall identify the total hours worked, total hours paid for at corresponding rates of pay, and all deductions.
- 7.04 When an employee is "called in" after having left the premises, they shall receive a minimum of four (4) hours' pay at the appropriate rate.
- 7.05
- a) If any employee who is scheduled to work reports for work at her scheduled starting time and work is not available, she shall be guaranteed a minimum of two (2) hours' wages at the applicable hourly rate whether required to remain at the Home or not.
 - b) If any employee who is scheduled to work reports for work at her scheduled starting time and begins working, she shall be guaranteed a minimum of four (4) hours' wages at the applicable hourly rate whether required to remain at the Home or not.
- 7.06
- a) 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. On the employee's next work day the supervisor and the employee shall meet to discuss

the evaluation. 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 included in the employee's discipline file or records.

- 7.07 Employees who are appointed to committees by the Employer 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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The work week, for the purpose of calculating overtime, shall consist of forty (40) straight time hours worked in five (5) eight (8) hour shifts, Sunday to Saturday, with days off to be consecutive unless impossible.
- 8.02 a) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. Such authorization may be provided by the Administrator and the Director of Care. It is understood that, in emergency situations or unforeseen circumstances, prior authorization may not be possible. In such situations and circumstances, overtime shall be paid.
- b) Overtime worked shall be compensated at the following rate:
- i) Time and one half (1½) for the first three (3) hours worked in excess of eight (8) hours in a day or an average of forty (40) hours in a week averaged over a two (2) week period.

- ii) double time (2x) for all hours worked in excess of three (3) overtime hours worked in a day or an average of forty-eight (48) overtime hours worked in a week averaged over a two (2) week period, but excluding daily overtime hours.

8.03 An employee may request to receive equivalent compensatory time off in lieu of overtime. Time off shall be scheduled at a mutually agreeable time. If the time off cannot be scheduled within sixty (60) days, the overtime shall be paid.

8.04 If overtime is required, the Employer shall first offer it in order of seniority. If there are insufficient volunteers, the Employer may require the overtime be worked in inverse order of seniority.

8.05 a) Employees shall not be required to work more than two (2) different shifts in any one (1) week and shall have a break of at least eight (8) hours between shifts.

b) The Employer will, wherever possible, schedule consecutive days off, especially where night shift is concerned.

c) Unless mutually agreed, the Employer will schedule employees with every third weekend off over the period of the schedule.

8.06 There will be a forty-one cent (41¢) shift differential for all hours between the hours of 11:00 p.m. and 7:00 a.m.

8.07 There will be a forty-one cent (41¢) premium for the "person in charge" on every shift, except the overnight shift.

8.08 For the purpose of this Agreement, the week begins Sunday at 00.01 hours and concludes Saturday at 24.00 hours.

- 8.09 Employees shall be scheduled for the following rest and meal periods:
- a) four (4) hour shift or more: one (1) paid fifteen- (15) minute rest period;
 - b) six (6) hour shift or more: one (1) paid fifteen- (15) minute rest period and one (1) unpaid thirty- (30) minute meal period;
 - c) seven (7) hour shift or more: two (2) paid fifteen- (15) minute rest periods. One (1) unpaid thirty- (30) minute meal period.
 - d) There shall be a fifteen- (15) minute rest period during the first hour of overtime if overtime is expected to exceed one (1) hour.
- 8.10 Meal breaks are to be scheduled as near as possible to the middle of the shift during each shift worked. Those employees who must be available to work during the meal break shall be paid the thirty (30) minutes in addition to the regular shift. Meal breaks shall be uninterrupted wherever possible.
- 8.11 The Employer will post six (6) week work schedules in a conspicuous place two (2) weeks prior to the effective week. The parties recognize that shifts may need to be altered. Changes, if required, will not be implemented without the consent of the employees involved.
- 8.12 No employee shall be discriminated against or compelled to work on a day, which on the basis of the employee's religious convictions, he/she is prevented from working. The employee must notify the Employer of such a day prior to the posted schedule.

- 8.13 Employees shall be in their respective assigned work locations, ready to commence work at their designated starting times, and they shall not leave their work locations at times or in a manner inconsistent with the terms of this Agreement.
- 8.14 Employees may exchange work days and off days provided such exchange is approved by Management.
- 8.15 The Employer shall make every reasonable effort to call in relief staff from the same classification and qualification (including previous orientation in a specific wing) for any employee who does not report for work after giving proper notice.
- 8.16 The parties agree to observe Sunday as a day of rest and to limit Sunday work as much as possible.

ARTICLE 9 - VACANCIES AND JOB POSTINGS

- 9.01 A vacancy which requires a job posting occurs when:
- a) the Employer requires additional staff at an existing or related worksite;
 - b) an employee permanently leaves his/her position;
 - c) an employee is going to be absent from his/her position for a period greater than two (2) calendar months.
- 9.02 Within six (6) weeks of their occurrence, the Employer shall post any vacancies on the Union bulletin board for a period of two (2) weeks and shall give a copy of any such posting to a Steward. All applicants for posted vacancies and a Steward shall be informed of the Employer's decision on the awarding of the posting.

- 9.03 A job posting shall contain the following information: classification, qualifications, hours of work, and shift rotation.
- 9.04 a) Job postings will be awarded on the basis of both seniority and ability to perform the requirements of the posted position. This is to say, among all applicant employees qualified to perform the required job duties, the applicant employee with the highest seniority will be awarded the posting.
- b) Employees shall be oriented and trained by seniority.
- 9.05 a) Employees accepted to posted jobs shall be on probation for twenty (20) working days. During this period, the employee may, at his/her option, return to his/her regular job, or if in the Employer's opinion the employee is not progressing satisfactorily, may be returned to his/her regular job. This probation shall not apply when employees are merely increasing or decreasing their hours of work within a classification.
- b) Applicants who are awarded a posting shall be excluded from applying for new positions for a period of three (3) months.
- 9.06 a) The Employer, at its discretion, may fill a vacancy temporarily for up to six (6) weeks pending the completion of the job posting process.

ARTICLE 10 - VACATIONS

- 10.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

<u>Length of Service</u>	<u>Time Off</u>	<u>Vac. Pay</u>
a) from 0 to 1 year	----	4%
b) on completion of 1 year	2 weeks	4%
c) on completion of 5 years	3 weeks	6%
d) on completion of 10 years	4 weeks	8%

10.02 Vacation pay is due 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;
- c) on request of the employee with two (2) weeks' written notice.

Vacation pay stubs shall show gross earnings during an indicated period of time, the percentage at which vacation pay is calculated, the dates from the last payment of vacation pay to the current payment. Vacation pay shall be on a separate cheque.

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. Individual requests in other times will be made in writing and confirmed no later than three (3) weeks after the request is made.

10.04 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 or more requests for vacation at the same time, seniority shall apply.

10.05 Statutory holiday pay will be issued as per Article 11.01 during the pay period the holiday occurs. In the event a public holiday

falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.

- 10.06 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of 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 full time employees at regular rates of eight (8) hours per day for the following nine (9) holidays:

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

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

- 11.02 Article 11.01 applies to all full-time employees who have been employed by the Employer a minimum of thirty (30) days and who have worked the last scheduled workday before and the

first scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to illness or vacation with pay. In case of an employee's illness or injury, the employer shall have the right to request a certificate from a qualified medical practitioner.

- 11.03 Article 11.01 applies to part-time employees who have been employed by the Employer a minimum of thirty (30) days and the pay for the holiday shall be the average of his daily earnings, exclusive of overtime, for the days the employee has worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.
- 11.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his normal wage for that day if the employee is entitled to a statutory holiday as per Article 11.02 or 11.03. If an employee works on one of the statutory holidays he/she shall be paid one and one-half (1½) times the regular hourly rate for the first eleven (11) hours worked in addition to the statutory holiday pay, and shall be entitled to another day off within two (2) weeks of the actual holiday date. After eleven (11) hours worked, the employee shall be paid at two (2) times the regular hourly rate.
- 11.05 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) i) Seniority is the ranking of employees in accordance with their length of continuous employment with the Employer and;
- ii) Seniority is applied across the bargaining unit for the purposes of promotions, transfers, layoff, and recall.

- iii) For regularly scheduled employees, seniority shall date from the most recent date of hire. For casual employees seniority shall be the total number of hours worked and paid for since the most recent date of hire.
- b)
 - i) Where a casual employee applies for a regularly scheduled position, his/her seniority shall be determined by dividing his/her seniority hours by one thousand six hundred ninety (1690) to arrive at a seniority date which shall be compared to regular employee's date of hire. This same mechanism shall be used whenever the seniority of casual employees is to be compared to the seniority of regularly scheduled employees.
 - ii) The same formula shall apply in reverse when a regularly scheduled employee reverts to casual status.
- c) It is understood that all entitlements under Articles 10, 11, and 15, and Schedule "A", are based on date of hire, not accrued hours.

12.02 A seniority list shall be maintained at all times by the Employer, posted for the employees, and updated every month. This list shall include each employee's classification, status, date of hire, and for casual employees, accumulated hours. The Union shall be mailed a copy of the updated seniority list 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 for an employee who:

- 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) 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;

12.04 When the Employer deems it necessary to reduce the work force, he shall inform the Union of the need for layoffs. When a reduction of workforce is required, the order of layoff shall be determined by seniority, provided that remaining employees are qualified 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 Full-time 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.
- 12.09 The Employer agrees to consult employees in developing the work schedule. Available hours shall be offered to qualified employees in order of seniority up to a maximum of forty (40) hours per week. Employees who have so indicated in writing may be passed over for hours above their desired maximum.

ARTICLE 13 - JURY DUTY

- 13.01 It is agreed that the Employer shall compensate all employees for the difference between their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a Court of Law except if the employee is the Defendant.

ARTICLE 14 - INSURANCE AND BENEFITS

- 14.01 a) In order to assist in protecting the employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute fifty-two percent (52%) of the premium cost for regular employees who work twenty-four (24) hours per week or more, unless the employee declines participation in writing. Premiums shall be remitted monthly to the Health and Welfare Trust Fund, which administers the benefit plan; an outline of the plan is provided in Schedule "B".
- b) Employees become eligible for the above coverage on the first day of the month following the completion of their

probationary period. At that time the Employer shall submit two (2) months' premiums, as per Article 14.01, to commence coverage and shall continue to submit as per Article 14.01 thereafter.

- c) Casual and probationary employees do not qualify for the above insurance benefits.
- d) The employee's contribution toward the premium cost of the Health & Welfare Plan shall be applied to the following benefits in sequential order: Long Term Disability, Life Insurance, and Accidental Death and Dismemberment.

14.02 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.

14.03 The sole obligation of the Employer is to remit the monthly contribution stipulated, but not to provide the benefits themselves.

14.04 a) Employees shall accumulate sick days based on the following criteria:

<u>Average regularly scheduled hours</u>	<u>Annual Sick Leave Entitlement</u>
less than 24 hrs./wk.	24 hours
24 hrs./wk. or more	32 hours

b) Sick leave credits accumulate from year to year, to a maximum of sixty-four (64) hours.

- c) Casual and probationary employees do not qualify for the above sick leave credits.
- d) Sick leave pay shall be computed on the basis of regularly scheduled hours lost due to illness. Employees who are absent because of sickness may be required to substantiate their absence by providing a statement from a medical practitioner qualified to practice in B.C.
- e) Employees may use up to one half ($\frac{1}{2}$) of his/her sick leave accumulation per year, where they are required to attend to a substantial illness or emergency in the employee's immediate family. Immediate family for this article shall mean spouse, child, or parent.
- f) Sick leave may be denied if the employee fails to advise the supervisor prior to the start of his/her shift of his/her inability to report to work because of illness or injury; the general nature of the illness or injury, and the probable date of his/her return to work.
- g) In order to be re-implemented into the workforce without unnecessary delay, employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 Employees may make written application for leaves of absence without pay for severe personal or family distress. 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 to a maximum period of one (1) month.

- 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 of an employee's sister, brother, mother-in-law, father-in-law, or grandparent, the employee shall be entitled to be absent from work three (3) consecutive days with pay. In the event of the death of a parent, child, or cohabiting spouse, the employee shall be entitled to be absent from work five (5) consecutive days with pay. Such leaves shall normally be taken between the date of death and funeral of the loved one. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours, in addition to the foregoing bereavement leave.
- 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.

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. If the Union or the Employer feels these

standards are being compromised, either party may initiate the formation of a Safety Committee.

- 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 (1) chairman and one (1) 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 according to the frequency requirements of the Workers' Compensation Board regulations 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 upon receipt of such recommendations, or as agreed upon by the committee.
 - e) The Safety Committee is empowered to order the suspension of operation of the enterprise or of any part of it, if it is convinced that continued operation is an immediate detriment to the health and welfare of the employee(s) or if there is an immediate danger to the life of the employee(s).

- f) The Safety Committee shall have the power to file a grievance against the Employer if the Employer violates Article 16.02(d).

16.03 The Employer will reimburse employees directed by the Employer to take a recognized First Aid Course or Food Safe Program or any other course of study related to safety training.

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, if required, during the life of this Agreement. These meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. Where a Union/Management meeting takes place during an employee's regularly scheduled shift, that employee shall be paid at regular straight time rates.
- b) The Employer and the Union shall each appoint two (2) or three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office and posted in the workplace.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the following manner.

- 18.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the concern directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 18.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 18.04 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) 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.
- 18.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 19, by-passing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 18.06 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. A group 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.

18.07 Step 1

A grievance shall be submitted in writing, with particulars, to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

18.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the 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, who 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 a 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 Department Supervisor shall interview the employee. If such request is made, the employee will not 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, it is understood that probationary employees may be terminated at the Employer's discretion. The Employer agrees that such terminations will not be 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 Full time employees with three (3) years or more of 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 regular straight time rate for each one (1) year of employment with the Employer, to a maximum of eight (8) weeks.

ARTICLE 22 - TYPES OF EMPLOYEES

- 22.01 a) Full-time Employee:
An employee who is regularly scheduled for thirty-five (35) to forty (40) hours per week, averaged over the schedule period.
- b) Part-time Employee:
An employee who is regularly scheduled for less than thirty-five (35) hours per week, averaged over the schedule period.
- c) Casual Employee:
An employee who works from time to time, on an "on call" basis.

22.02 Temporary Employee:

An employee hired for a specific term or project, for a period not to exceed four (4) months, with no expectation of continuing employment beyond the specified term or completion of the particular project for which the employee was hired.

22.03 Probationary Employee:

An employee who has been hired into probationary status and is being assessed by the Employer to determine his/her suitability for long term employment. A probationary employee has not yet met the service requirements stipulated under Article 5.03 and, therefore, has no seniority.

22.04 Qualified Employee:

For the purposes of this Agreement, the terms “qualification” and “qualified employee” shall be taken to refer to employees who have successfully completed, and where applicable, maintained as current the certification and/or training required by the Employer for their classification.

ARTICLE 23 – EDUCATION, TRAINING, & PUBLICATION

23.01 To further the training of Union members, the Employer agrees to remit three tenths of one percent (0.3%) of gross wages to the Union’s Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.

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

ARTICLE 24 - GENERAL

23.01 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 include the feminine and neuter gender and vice versa as the context requires.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective on the first (1st) day of May, two thousand two (2002), and shall remain in effect to and including the thirtieth (30th) day of April, two thousand five (2005), 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 of the parties give such notice, this Agreement shall renew for a period of one (1) year.

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

DATED at Abbotsford, British Columbia, this _____ day of _____, 2003.

SIGNED on behalf of
**EBENEZER SENIOR
HOME SOCIETY**

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

Employer Representative

CLAC Representative

Employer Representative

Member Negotiating Committee

Employer Representative

Member Negotiating Committee

Employer Representative

Member Negotiating Committee

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Page 1

Classification		April 1 2003	October 1 2003	June 1 2004
RN	Start	\$ 21.83	\$ 22.05	\$ 22.49
	After probation	\$ 22.85	\$ 23.08	\$ 23.54
	After one year	\$ 23.87	\$ 24.11	\$ 24.59
	After two years	\$ 24.38	\$ 24.62	\$ 25.11
	After three years	\$ 24.89	\$ 25.14	\$ 25.64
	After four years	\$ 25.91	\$ 26.17	\$ 26.69
LPN	Start	\$ 15.97	\$ 16.13	\$ 16.46
	After probation	\$ 16.99	\$ 17.16	\$ 17.51
	After one year	\$ 18.12	\$ 18.30	\$ 18.66
	After two years	\$ 18.52	\$ 18.71	\$ 19.08
	After three years	\$ 19.03	\$ 19.22	\$ 19.61
	After four years	\$ 20.05	\$ 20.25	\$ 20.66
Resident Care Aide	Start	\$ 12.83	\$ 13.09	\$ 13.35
	After probation	\$ 13.38	\$ 13.65	\$ 13.93
	After one year	\$ 13.94	\$ 14.21	\$ 14.50
	After two years	\$ 14.42	\$ 15.01	\$ 15.31
Cook	Start	\$ 14.41	\$ 14.56	\$ 14.85
	After probation	\$ 15.48	\$ 15.64	\$ 15.95
	After one year	\$ 16.55	\$ 16.72	\$ 17.05
	After two years	\$ 17.63	\$ 17.80	\$ 18.16

Schedule "A"

Page 2

Classification		April 1 2003	October 1 2003	June 1 2004
Housekeeping,	Start	\$ 12.06	\$ 12.18	\$ 12.42
Laundry,	After probation	\$ 12.32	\$ 12.44	\$ 12.69
Dietary Help,	After one year	\$ 12.85	\$ 12.98	\$ 13.24
and Assistant	After two years	\$ 13.45	\$ 13.59	\$ 13.86
Activity				
Director				
Activity	Start	\$ 16.48	\$ 16.65	\$ 16.98
Director	After probation	\$ 17.00	\$ 17.17	\$ 17.52
	After one year	\$ 17.36	\$ 17.53	\$ 17.88
	After two years	\$ 17.69	\$ 17.86	\$ 18.22
Student	Start	\$8.50 per hour or minimum wage,		
Dietary Help		whichever is higher		

SCHEDULE “B”

SERVICE PLAN

Outline Of Insurance Plan Coverage

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

- \$20,000.00 life insurance per employee;
- \$20,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available:
 - Basic services: 80% up to \$1,500 per person annually;
 - Comprehensive: 50% up to \$1,500 per person annually;
 - Orthodontic: 50% up to \$2,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family:
 - under 21: \$200 per year;
 - over 21: \$200 every two years;
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible, for employee and family;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,500.00 per month, per employee, payable after one hundred twenty (120) days until age 65 (120/65).

SCHEDULE “C”

CLASSIFICATION GUIDE

(This Schedule does not form part of the Collective Agreement, but is included as a guide to the qualifications for the classifications of Registered Nurse [RN], Licensed Practical Nurse [LPN], and Care Aide.)

EBENEZER HOME JOB DESCRIPTIONS

TITLE: REGISTERED NURSE

RESPONSIBILITY TO: Director of Care and Administrator

JOB SUMMARY:

To provide quality nursing care using the five (5) standards of nursing as set out by the R.N.A.B.C. for each resident.

To assist Ebenezer Home in their mission to provide a healthy life style for the older adult in respect to their capabilities, assisting them to reach their maximum potential in a caring, Christian environment.

QUALIFICATIONS:

1. Academic: Graduated from an approved School of Nursing, college program, hospital program or university program.
2. Professional: Practising member of R.N.A.B.C. Must retain registration annually.
3. Experience: Experience in a geriatric setting is preferred, and a strong history of team leading in a multi-discipline setting. (To determine experience, see “Essential Competencies for Practice of Gerontological Nursing.”)

SCHEDULE "C"

Page 2

TITLE: LICENSED PRACTICAL NURSE

RESPONSIBILITY TO: RN team leader and Director of Care

JOB SUMMARY:

To provide quality care, using the nursing process and an organized written plan of care developed and maintained for each resident, including all treatments, medications, diets, activities, and rehabilitative nursing care.

To assist Ebenezer Home in their mission to provide a healthy life for the older resident in respect to their capabilities, assisting them to reach their maximum potential in a caring, Christian environment.

QUALIFICATIONS:

1. Academic: Graduate from approved School of Nursing, (Licensed Practical) college program, hospital program, or university program. Pharmacology Certificate from LPN College Program.
2. Professional: Practising member of Licensed Practical Nurses Association of British Columbia. Must retain registration annually.
3. Experience: Experience in a geriatric setting, of an acceptable level to the facility, is preferred.

SCHEDULE "C"

Page 3

TITLE: **RESIDENT CARE AIDE (RCA)**

RESPONSIBLE TO: **Team Leader RN/LPN**
Director of Care
Administrator

JOB SUMMARY:

To provide quality personal care for each resident, as set out by Ebenezer Home

QUALIFICATIONS:

1. Certificate of Completion from Resident Care Aide Course, CPR, First Aid, Food Safe Level 1 and Dementia Care
2. Criminal record check clearance
3. Completed TB test on file
4. Agreement with the Mission Statement of Ebenezer Home:

"To provide quality of life for older persons in respect to their capabilities, assisting them to reach their maximum potential and meet their physical, emotional, and spiritual needs in a Christian environment."

SCHEDULE “C”

Page 4

TITLE: **HOUSEKEEPING/LAUNDRY**

RESPONSIBLE TO: **Housekeeping or Laundry Supervisor
Director of Care**

JOB SUMMARY:

To provide quality housekeeping and supportive services for each resident, as set out by Ebenezer Home.

QUALIFICATIONS:

1. Certificate of Completion from Building Service course (desired, but not required)
2. Additional training:
 - a. WHMIS (preferred, but not required)
 - b. First Aid (preferred, but not required)
3. Criminal record check clearance
4. Completed TB test on file
5. Agreement with the Mission Statement of Ebenezer Home:

“To provide quality of life for older persons in respect to their capabilities, assisting them to reach their maximum potential and meet their physical, emotional, and spiritual needs in a Christian environment.”

SCHEDULE “D”

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.

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COLLECTIVE AGREEMENT

BETWEEN

EBENEZER SENIOR HOME SOCIETY

AND

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

May 1, 2002 - April 30, 2005