

COLLECTIVE AGREEMENT

Between 556216 B. C. LTD.
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")

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.
- 1.03 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 per the Union's certification dated October 21, 1999.
- 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 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 certification. This article does not prohibit management or office personnel from performing bargaining unit work.
- 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 (1) steward for every thirty (30) 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. Stewards will not deal with Union business, including dealing with grievances, at or from a client's residence. 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 the Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.
- 3.07 Once every two (2) months the Employer shall facilitate the introduction of new employees to a CLAC steward. The Employer will call the new employees to come in at a pre-arranged time during Staff Day. The steward shall be permitted to meet with the new employees to introduce the Union and its policies. The steward shall be paid at his regular or average rate of pay for attending the meeting. No overtime liability shall arise out of the steward's attendance.

ARTICLE 4 – NO CESSATION OF WORK

- 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 employees will be hired while there are employees on lay-off, or part-time employees available, who meet the criteria of Article 9.02.
- 5.03 a) The probationary period for new employees shall be three (3) months or three hundred (300) hours worked, whichever is greater. Employees who successfully complete their probationary period shall 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 worked.
- b) The Employer may dismiss a probationary employee where such employee is found unsuitable for continued employ-

ment. Dismissed probationary employees shall have access to the Grievance Procedure.

- c) The Employer or his designate shall interview each probationary employee at or near the middle of the employee's probationary period to discuss the employee's progress to date and to address any area in which improvement is needed.
- d) At or before the end of the probationary period, the Employer will:
 - i) confirm in writing that the employee has successfully completed the probationary period,
 - or
 - ii) dismiss the employee.

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 each new employee shall be provided to the Union once monthly. A list of employees ranked according to seniority, classification, and rate, shall be forwarded 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, address changes, 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 periodically review employees as to their overall work performance. The supervisor conducting the review shall first of all give the employee an opportunity to read his written review. The employee shall be allowed the opportunity to write his 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.

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 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.

- 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.
- 7.04 Employees who, because of religious or conscientious objections, cannot support the CLAC or any other trade union may apply to the Union, in writing, for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy.

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. This includes Care Conferences where attendance is mandatory. No overtime liability shall arise out of this article.

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. 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 without delay. On the next schedule, such employee shall be matched to additional existing clients who are cared for by employees with less seniority to restore the employee’s hours, provided that the employee has worked with the clients previously. The Employer is committed to the practice of “Smart Scheduling”, which means that senior employees are given exposure to multiple clients and will, where possible, not be dependent on a few clients for all of their hours.

- d) Senior employees who have not restricted their availability shall not receive fewer hours than junior employees where qualifications, 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 caregiver or a caregiver of the same gender, and considering the language and cultural needs of the client.

9.03 Minimum Hours

- a) Every effort shall be made to offer employees assignments totalling at least four (4) hours in any one (1) day with the exception where:
 - i) scheduling necessitates;
 - ii) the employee has advised the Employer that she wishes to work for less than four (4) hours; or
 - iii) there is an emergency situation.

- b) 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) Daily overtime

Work performed in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1½) the regular hourly rate. All hours in excess of eleven (11) hours per day, or forty-eight (48) hours per week, excluding daily overtime hours, shall be paid at two (2) times the regular rate. This clause does not apply to twelve- (12) hour shifts worked at twenty-four (24) hour clients.

b) Bi-weekly overtime

Work performed in excess of eighty (80) hours, averaged over a two- (2) week period, shall be at overtime rates of pay. Bi-weekly hours in excess of eighty (80) hours, and up to ninety-six (96) hours, shall be paid at the rate of time and one-half (1½) the regular hourly rate. Any hours in addition to ninety-six (96) hours per two- (2) week period shall be paid at double (2x) the regular rate of pay.

- c) When a statutory holiday occurs during the workweek, the hour value of the statutory holiday shall be considered to be time worked for the purpose of calculating bi-weekly overtime.

- d) Live-in work does not qualify for overtime under this Article.
- e) Employees may refuse overtime without being subject to discipline, except in emergency situations.

9.05 Employees who accept and work one (1) hour assignments shall be paid a premium of twenty-five percent (25%) above their regularly applicable hourly rate for the assignment. Visits up to forty-five (45) minutes in duration shall be paid for as one (1) hour worked at the regularly applicable rate of pay. This does not apply to the Shared Care congregate care model.

9.06 The employee shall inform the Employer of his availability at the point of hire and thereafter may amend his availability on January 1, April 1, July 1, and October 1 of each year or at any time 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, qualified, 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 disconnecting. The Employer will continue his efforts to fill the shift(s). If the employee responds ready to work prior to the call-in vacancy being filled, he shall be permitted to take the call-in.

- b) Each unsuccessful call will be indicated on the applicable call-in sheet as to “no answer” or “refused”.
- c) Telecommunication 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 Employer shall keep a record of each call.
- d) If an employee refuses a call-in for less than bona fide reasons more than twice during a four- (4) week period, he shall be slotted at the bottom of the schedule for the following two (2) two-week schedules. Bona fide reasons include, but are not restricted to, medical reasons (with doctor’s note), etc.
- e) An employee whose seniority rights have been suspended in accordance with Article 9.07(d) above on more than two (2) occasions per calendar year, shall be deemed to have quit.

- 9.08 In 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 order to properly deal with scheduling concerns, the Union shall be given access to the schedule as well as to the employees’ expressed availability.
- 9.10 Where reasonably possible, the Employer shall award the more desirable shifts to the more senior employees. The purpose of this clause is to give senior employees greater access to shifts of longer duration and shifts at the employee’s higher or highest classification rate of pay. This article is not intended to micro-manage the schedule as client needs and scheduling necessities require a significant amount of flexibility. The parties recognize

that even in the best of circumstances not all objectives can be achieved at the same time.

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 based on four percent (4%) of gross earnings;
- c) after five (5) years' service – fifteen (15) working days' vacation based on six percent (6%) of gross earnings;
- d) after ten (10) years' service – twenty (20) working days' vacation based on 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;
- c) on request of the employee with two 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 February 1 of each year. Employees shall enter first preference by April 1, with the requested vacation to be confirmed by the Employer no later than May 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 or more requests for vacation at the same time, seniority shall apply. Individual requests at other times will be made in writing and be confirmed no later than three (3) weeks after the request is made. Such requests shall be granted on a first-come, first-served basis.
- 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 may request a day off, without pay, at a mutually agreed upon time within six (6) 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) continuous year of employment:
 - a) absence on Workers' Compensation up to a period of twelve (12) months, provided the employee has returned to his employment;
 - b) absence due to illness up to a period of six (6) months, provided the employee has returned to his 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 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 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 six (6) 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 hours accumulated since their most recent date of hire and is applied across the bargaining unit.
- b) New employees shall be placed on the applicable seniority list when they have successfully completed the probationary period, with credit given for time already served.
- 12.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list, 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:
- a) voluntarily terminates his 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;

- f) does not report for work for three (3) consecutive scheduled work days without satisfactory reason;
- g) fails to visit or contact the Employer on Staff Day or during the next two (2) calendar days in order to confirm his upcoming assignments. This clause does not apply where the employee is on an approved vacation, an approved Leave of Absence, or has another valid reason.

12.04 When the Employer deems it necessary to reduce the work force, he 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 employees are, in the opinion of the Employer, able 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) or more years of service 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 has a justifiable reason for his 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.

ARTICLE 14 - INSURANCE AND BENEFITS

14.01 Refer to Memorandum of Agreement #1 which is attached hereto and made part hereof, and to Schedule "B" which is an outline of the Health and Welfare Plan which is provided for information purposes only and is not 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 may self-pay the entire premium cost thereafter.

14.03 a) It is the responsibility of the employee to complete the enrolment form for the Health and Welfare Plan, which is a condition of coverage.

b) The employee share of the premiums shall be collected through payroll deduction. Each eligible employee shall authorize the Employer to deduct the employee's monthly share of the premium cost, as a condition of enrolment.

c) 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 a) The Employer's sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the employer and employee portions 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.

b) It is further understood that the Union's sole obligation is to arrange for the placement of insurance coverages upon full payment or remittance of premiums by the Employer as required herein, and that the Union has no obligation to provide the insurance coverages or benefits itself. Liability for unfunded claims arising as a consequence of any failure by the Employer to pay or remit the premiums as required herein shall rest exclusively with the Employer.

ARTICLE 15 - RRSP

15.01 All regular employees who have completed six (6) months of employment shall be eligible for Employer contributions towards the Union administered group RRSP plan in the amount of one percent (1%) of gross wages. The Employer shall remit these funds monthly to the Union for the appropriate deposit.

Employees may, at their option, authorize the Employer to deduct and remit further contributions towards the Plan.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 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 of whether to grant such leave and the length of time of such leave to a maximum period of one (1) month.
- 16.02 If the employee furnishes false information regarding sick leave or a leave of absence, he may be subject to discipline.
- 16.03 In the event of death in an employee's immediate family (spouse, parents, sisters, brothers, children, mother-in-law, father-in-law, and grandparents), 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.
- 16.04 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.
- 16.05 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.

- 16.06 a) Employees shall be granted Pregnancy and/or Parental Leave in accordance with the provisions of the *Employment Standards Act*.
- b) The Employer agrees to pay the employer portion of the premiums for the Health & Welfare Plan for any eligible employee who is on Pregnancy and/or Parental Leave, Bereavement Leave, or Jury Duty where the employee continues to pay the employee portion of the premium. The employee may be required to pay his share of the following month's premium in advance. The Employer is not obligated to pay the employer share of the premium where the employee chooses to end coverage or fails to remit the employee share in a timely manner.
- c) The employee's employment will be deemed to be continuous while the employee is on Pregnancy, Parental or Bereavement Leave, or on Jury Duty.

ARTICLE 17 - SAFETY AND HEALTH

- 17.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.
- 17.02 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 to 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 monthly 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 17.02(d).

ARTICLE 18 - UNION-MANAGEMENT COMMITTEE

- 18.01 a) In order to promote sound relations at work, the parties agree to schedule Union-Management meetings once every three (3) months, or as needed. These meetings 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 twenty dollars (\$20.00) for attendance at Union-Management meetings.
- b) The Employer and the Union may each appoint up to three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, a

copy of which shall be mailed to the Union's provincial office and be posted in the workplace.

- c) Union Representatives may elect to participate in Union-Management meetings at their discretion.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 **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 reports. At his option, the employee may be accompanied by a Steward.
- 19.02 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.
- 19.03 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 ten (10) workdays 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.
- 19.04 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 20, by-passing Step 1 and Step 2. Such 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.

19.05 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.

19.06 Step 1

Any employee having a grievance will, accompanied by a Steward, a Union Officer, or a CLAC Representative, submit the same to the Employer within ten (10) workdays of the act or condition causing the grievance. The Employer will deal with the grievance not later than the seventh (7th) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not dealt with under Step 1, a Union Representative may, within seven (7) workdays of the decision under Step 1, or within seven (7) workdays 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 one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays after said meeting.

ARTICLE 20 - ARBITRATION

20.01 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.

- 20.02 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.
- 20.03 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.
- 20.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.05 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.
- 20.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by registered mail, or via facsimile. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 20.08 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.
- 20.09 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.

20.10 The parties will equally bear the expense of the single Arbitrator.

20.11 The Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 21 - DISCHARGE, SUSPENSION, AND WARNING

21.01 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 inform the employee of his 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.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 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.

22.02 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.

22.03 Regular 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 their regular straight time rate for each one (1) year of employment with the Employer, to a maximum of eight (8) weeks.

ARTICLE 23 - 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 included the feminine gender and vice versa as the context requires.

- 23.02 The Employer agrees to pay for course fees charged by CLAC where employees successfully enrol in work-related courses offered by the Union.
- 23.03 The parties to this agreement shall equally bear the costs associated with the printing and publication of the collective agreement.

ARTICLE 24 - DURATION

24.01 This Agreement shall be effective on the first (1st) day of April, two thousand three (2003), and shall remain in effect to the thirty-first (31st) day of March, two thousand six (2006), 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.

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

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

SIGNED on behalf of
556216 B. C. LTD.
doing business as
**WE CARE HOME HEALTH
SERVICES**

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

Employer Representative

CLAC Representative

Employer Representative

Member Negotiating Committee

Member Negotiating Committee

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Hours	Sitter/Companion		
	June 23, 2003	April 1, 2004	April 1, 2005
0 – 999	8.32	8.40	8.65
1000 – 1999	8.57	8.66	8.92
2000 – 2999	8.82	8.91	9.18
3000 – 3999	9.06	9.15	9.42
4000 – 4999	9.32	9.41	9.69
5000 – 5999	9.58	9.68	9.97
6000 – 6999	9.83	9.93	10.22
7000 – 7999	10.08	10.18	10.47
8000 – 8999	10.33	10.43	10.72
9000 – 9999	10.58	10.68	10.97
10000 +	10.83	10.93	11.22

Level increases take effect at the beginning of the following pay period.

Hours	Homemaker/HSW1		
	June 23, 2003	April 1, 2004	April 1, 2005
0 – 999	8.43	8.51	8.77
1000 – 1999	8.68	8.77	9.03
2000 – 2999	8.93	9.02	9.29
3000 – 3999	9.19	9.28	9.56
4000 – 4999	9.45	9.54	9.83
5000 – 5999	9.69	9.79	10.08
6000 – 6999	9.94	10.04	10.33
7000 – 7999	10.19	10.29	10.58
8000 – 8999	10.44	10.54	10.83
9000 – 9999	10.69	10.79	11.08
10000 +	10.94	11.04	11.33

Level increases take effect at the beginning of the following pay period.

Schedule “A” – Classifications & Hourly Rates
Page 2

Hours	HSW2 Certified/Human Service Worker starts at Level 2 (1000 hours)		
	HSW2		
	June 23, 2001	April 1, 2004	April 1, 2005
0 – 999	9.46	9.55	9.84
1000 – 1999	9.74	9.84	10.14
2000 – 2999	10.03	10.13	10.43
3000 – 3999	10.31	10.41	10.72
4000 – 4999	10.59	10.70	11.02
5000 – 5999	10.87	10.98	11.31
6000 – 6999	11.12	11.23	11.56
7000 – 7999	11.37	11.48	11.81
8000 – 8999	11.62	11.73	12.06
9000 – 9999	11.87	11.98	12.31
10000 +	12.12	12.23	12.56
11000+(HSW2 cert/HSWS only)	12.40	12.51	12.85

Level increases take effect at the beginning of the following pay period.

Hours	LPN		
	June 23, 2003	April 1, 2004	April 1, 2005
0 – 999	13.18	13.31	13.71
1000 – 1999	13.59	13.73	14.14
2000 – 2999	13.97	14.11	14.53
3000 – 3999	14.37	14.51	14.95
4000 – 4999	14.77	14.92	15.37
5000 – 5999	15.16	15.31	15.77
6000 – 6999	15.51	15.66	16.12
7000 – 7999	15.86	16.01	16.47
8000 – 8999	16.21	16.36	16.82
9000 – 9999	16.56	16.71	17.17
10000 +	16.91	17.06	17.52

Level increases take effect at the beginning of the following pay period.

Schedule “A” – Classifications & Hourly Rates
Page 3

Hours	RN		
	June 23, 2003	April 1, 2004	April 1, 2005
0 – 999	20.80	21.01	21.64
1000 – 1999	21.42	21.63	22.28
2000 – 2999	22.05	22.27	22.94
3000 – 3999	22.67	22.90	23.59
4000 – 4999	23.30	23.53	24.24
5000 – 5999	23.92	24.16	24.88
6000 – 6999	24.42	24.66	25.38
7000 – 7999	24.92	25.16	25.88
8000 – 8999	25.42	25.66	26.38
9000 – 9999	25.92	26.16	26.88
10000 +	26.42	26.66	27.38

Level increases take effect at the beginning of the following pay period.

Hours	Supervised Visits		
	June 23, 2003	April 1, 2004	April 1, 2005
0 – 999	9.19	9.28	9.56
1000 – 1999	9.47	9.56	9.85
2000 – 2999	9.74	9.84	10.14
3000 – 3999	10.02	10.12	10.42
4000 – 4999	10.29	10.39	10.70
5000 – 5999	10.57	10.68	11.00
6000 – 6999	10.82	10.93	11.25
7000 – 7999	11.07	11.18	11.50
8000 – 8999	11.32	11.43	11.75
9000 – 9999	11.57	11.68	12.00
10000 +	11.82	11.93	12.25

Level increases take effect at the beginning of the following pay period.

Schedule “A” – Classifications & Hourly Rates

Page 4

A. 01 - Live-Ins

Employees performing live-in duties shall be compensated for each twenty-four (24) hour period as follows:

- ten (10) hours at the appropriate rate for the classification and level;
- fourteen (14) hours on call at one dollar (\$1.00) per hour;
- seniority and benefits shall accrue based on twelve (12) hours per day;
- breaks may be arranged at the employee’s request.

Employees will not be scheduled to perform live-in work unless an employee indicates to the Employer, in writing, the willingness to do so.

A. 02 - Mileage

Where mileage is determined to be compensable, employees will be compensated at the rate of thirty-three cents (\$0.33) per kilometer. On April 1, 2005, this rate increases to thirty-five cents (\$0.35) per kilometer.

A. 03 - Steward’s Premium

The Union Steward(s) shall be paid a premium of twenty-five cents (\$0.25) per hour. This premium shall be added to their rate of pay for as long as the Steward holds this office.

SCHEDULE “B”

The following is an outline of the Health and Welfare Plan referred to in Article 14 of the Collective Agreement, as well as in Memorandum of Agreement # 1 attached thereto. This outline is provided for information purposes only, and does not form part of this agreement.

- Life Insurance - \$20,000
- Accidental Death & Dismemberment - \$20,000
- Extended Health - 80%
- Prescription Drug Plan - 80%; 100% for drugs above \$2,000 annually per person
- Eye glasses - \$200.00 every two years; every year for children
- Out of country coverage
- Dental - 80% basic; 50% comprehensive; and 50% orthodontic

MEMORANDUM OF AGREEMENT #1

Between:

**556216 B. C. LTD.
doing business as
WE CARE HOME HEALTH SERVICES**

And:

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

Concerning: Health and Welfare Provisions

1. The Parties agree that the Employer shall contribute fifty percent (50%) of the total monthly premium to a monthly maximum of forty six dollars (\$46.00) per eligible employee, with the remaining fifty percent (50%) to be borne by the employees, for all employees who work an average of twenty-five (25) hours per week or more.
2. a) Post-probationary employees who average twenty-five (25) 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-five (25) hours per week in the thirteen (13) weeks prior to March 29, 2003, the employee would be eligible for the benefits on April 1, 2003.

- b) An employee who fails to maintain sufficient hours of work may be disqualified. 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; e.g. if on March 29, 2003, the employee failed to meet the eligibility test, the employee would again be tested on April 26, 2003 and on May 31, 2003. If on all three (3) tests the employee failed to meet the required hours, the employee would be disqualified on June 1, 2003.

DATED in Penticton, B.C., this _____ day of _____,
2003.

SIGNED on behalf of
556216 B. C. LTD.
doing business as
**WE CARE HOME HEALTH
SERVICES**

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

INDEX

<u>Topic</u>	<u>Article</u>
Arbitration	20
Check Off	7
Classifications & Rates of Pay	8 & Sched. "A"
Discharge, Suspension, and Warning	21
Duration	24
Employment Policy and Union Membership	5
General	23
Grievance Procedure	19
harassment	6
Holidays	11
Insurance and Benefits	14 & Sched. "B"
Jury Duty	13
Leaves of Absence	16
Purpose	1
Recognition	2
RRSP	15
Safety and Health	17
Scheduling, Hours of Work, & Overtime	9
Seniority and Layoff	12
Strikes or Lockouts	4
Technological Change	22
Union-Management Committee	18
Union Representation	3
Vacations	10

COLLECTIVE AGREEMENT

BETWEEN

**556216 B.C. LTD.
doing business as
WE CARE HOME HEALTH SERVICES**

AND

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

April 1, 2003 to March 31, 2006