

COLLECTIVE AGREEMENT

BETWEEN:

SIMPE Q CARE INC.

AND:

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

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COLLECTIVE AGREEMENT

Between:

SIMPE Q CARE INC.

(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 Collective Agreement, through the full and fair administration of all of the terms and provisions contained herein, to develop and maintain a relationship among the Union, the Employer, and the employees which is conducive to their mutual well being.
- 1.02 **Legislation**
In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.
- 1.03 **Conflict with Employer Policies**
The Employer’s published Human Resource Policies are in effect where they do not conflict with this Agreement or with applicable legislation.

- 1.04 Where the feminine term or pronoun is used in this Agreement in referring to employees, it shall be considered interchangeable with, and the same as, the masculine term or pronoun, unless otherwise stated. Where the singular term or pronoun is used in this Agreement, it shall be considered interchangeable with, and the same as, the plural term or pronoun, unless otherwise stated.
- 1.05 Whenever the term "day" is used throughout this Agreement, it shall mean calendar day unless specifically noted differently, since the Employer operates on a twenty-four (24) hour, seven (7) day per week basis.
- 1.06 The Parties agree that:
- Part 3, Wages, Special Clothing & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holiday;
 - Part 7, Annual Vacations; and
 - Part 8, Termination of Employment
- of the *Employment Standards Act* form part of this Collective Agreement, except where those provisions are specifically modified by this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer at Waverly Assisted Living except office personnel and those excluded by the BC Labour Relations Code.
- 2.02 Definitions
A regular full-time employee is a permanent employee who works between thirty-four point nine (34.9) and forty (40) hours per week, on a regularly scheduled basis.

A regular part-time employee is a permanent employee who works less than thirty-four point nine (34.9) regularly scheduled hours per week.

Casual employees are those who are employed in work that is not of a continuous nature, including coverage for vacations, illness or injury, or temporary position which is created by a special project or contract.

- 2.03 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that, subject to the limitations set out in this Agreement, it is the right of the Employer to manage, develop, and operate the Employer's facilities as well as direct the employees. The functions of the Employer include the following:
- a) to maintain order, discipline, and efficiency;
 - b) to hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall, suspend, or otherwise discipline employees;
 - c) to determine the work to be done, including the location, methods, work assignments, and the schedule for the performance of such work;
 - d) to make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees.

The Union agrees that all employees shall be governed by reasonable rules as adopted by the Employer and published to employees on bulletin or notice boards or by general distribution, provided such rules are not in conflict with this Agreement or applicable legislation.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Employer recognizes the Union's right to appoint or select one (1) Steward and one (1) alternate for every twenty-five (25) employees per facility. The duties of the Steward may include:
- a) investigating complaints of an urgent nature;
 - b) investigating grievances and assisting any employee whom the Steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - c) supervising ballot boxes and other related functions during ratification votes involving the Employer, provided that the ratification vote is held on the Employer's premises; and
 - d) attending meetings called by management.
- 4.02 CLAC Representatives are also 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 of enforcing bargaining rights and any other rights of the employees under this Collective Agreement and under law.
- 4.03 The Employer agrees that access to its premises shall be granted to Representatives of the Union. Reasonable notice, including the purpose and duration of the visit, shall be provided to the

Employer. Such visits shall not interfere with the Employer's operation.

- 4.04 A Steward shall be granted time off, without loss of wages, to assist an employee in the investigation or presentation of a grievance where such a grievance must reasonably be dealt with during the Steward's working hours. A Steward shall obtain permission of her Manager before leaving her work to perform her duties as a Steward. Such permission shall not be unreasonably withheld.
- 4.05 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off.
- 4.06 Union Bargaining Committee
- a) A Union Bargaining Committee shall be appointed by the Union and shall consist of up to two (2) members of the Bargaining Unit per facility, and the CLAC Representative.
 - b) Members of the Union's Bargaining Committee may attend scheduled negotiations which take place during their regularly scheduled hours of work, without loss of pay and with the cost of hourly rates and benefits borne jointly by the Parties with other reasonable expenses to be paid by the Union.
- 4.07 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its management or other personnel with whom the Union may be required to transact business.

4.08 Union-Management Committee

- a) There shall be a joint Union-Management Committee composed of two (2) representatives appointed from the Union and two (2) representatives appointed from Management per facility. The Chair of the Committee shall alternate between Management and the Union. The Committee shall meet no less than once every three (3) months, unless mutually agreed otherwise.
- b) Responsibilities of the Committee shall be to make recommendations to the Union and Employer on matters, other than grievances, relating to the maintenance of good relations between the Parties.
- c) Employees attending joint Union-Management Committee meetings shall suffer no loss of wages or benefits.
- d) The Committee shall keep minutes of its meetings. Copies of the minutes shall be distributed to both the Union and the Employer. The parties agree that minutes shall not be distributed until there is mutual agreement regarding their contents.

4.09 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union. The use of such bulletin boards shall be restricted to the business affairs of the Union and personnel-related matters from the Employer (i.e. job postings).

ARTICLE 5 - CHECK-OFF AND UNION MEMBERSHIP

- 5.01 Neither the Employer nor the Union shall compel employees to join the union. Neither the Employer nor the Union shall discriminate against any employee because of union membership or lack of it.

- 5.02 The Union agrees that it shall make membership in the union available to all employees covered by this Agreement.
- 5.03 a) The Employer is authorized to and shall deduct semi-monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer shall also deduct initiation fees as authorized by an employee.
- b) The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the National Convention.
- c) The total amount checked off shall be mailed to the Union's Provincial Office within two (2) weeks of the end of each month, together with an itemized list of the employees from whom the deductions are made and the monthly amount checked off for each.

ARTICLE 6 - SENIORITY AND LAY-OFFS

- 6.01 Seniority shall be calculated based on the number of hours worked and paid for since the employee's most recent date of hire. Seniority hours shall be used for the purposes of wage progression, job postings, vacation, layoff and recall.

Employees who transfer to another facility operated by the Employer in the Province of British Columbia shall port their seniority.

6.02 Seniority List

The seniority list shall be posted at each worksite in January and July of each year. This listing shall include employees' names, date of hire and position/classification. The seniority list shall be open for correction for a period of thirty (30) calendar days following the postings, after which the seniority list shall be

considered accurate. New employees shall be placed on the seniority list at the end of the probationary period and their respective seniority shall begin from the date of hire.

6.03 Probation Period

- a) All employees shall be subject to a probation period of four hundred eighty (480) hours. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment. Dismissed probationary employees shall have access to the grievance procedure.
- b) A probationary employee shall be interviewed by her Manager at or near the middle of the probationary period to discuss the employee's progress to date and to identify any areas in which improvement is needed. This interview shall be documented and a copy shall be sent to the Union and the Steward.
- c) On or before the end of an employee's probationary period, the Employer shall:
 - i) confirm in writing that she has successfully completed the probationary period;
 - or
 - ii) dismiss the employee. A copy of the dismissal letter shall be forwarded immediately to the Union and to the Steward.
- d) The Employer may extend the probationary period for up to three months; in that event the Employer shall advise the employee in writing with a copy to the Union.

6.04 Acquaintance of New Employees

A Union Steward shall be given opportunity to interview each post-probationary employee during regular working hours, without loss of pay, for the purpose of acquainting the new

employee with the Union, the collective agreement and the benefits of Union membership. Such meeting shall not interfere with the care of residents and shall not exceed fifteen (15) minutes in duration.

6.05 Loss of Seniority

An employee shall lose her seniority as of the end of the shift on the last day worked, and her employment shall be deemed terminated in the event that the employee:

- a) is discharged and the discharge is not reversed through the grievance procedure;
- b) voluntarily resigns her employment or abandons her position;
- c) has one (1) year or more seniority and has been laid off for more than twelve (12) consecutive months;
- d) has less than one (1) year seniority and has been laid off for more than six (6) consecutive months;
- e) upon recall from layoff, fails to return to work within seven (7) days of recall if unemployed;
- f) upon recall from layoff, fails to return to work within fourteen (14) days of recall if employed.

6.06 Layoff and Recall

- a) In the case of layoffs, the Employer shall give recognition to the seniority of each employee subject to their ability and qualifications to do the work, that is, layoffs shall be done in reverse order of seniority.
- b) An employee laid off as a result of the Employer's accommodation of a shortage of work in accordance with

Article 6.05(a) above, may bump a junior employee, provided she is able and qualified to do the job of the junior employee. Bumping rights must be exercised within seven (7) days of notification of changes or layoffs being made.

Employees can exercise their seniority with respect to bumping rights within the facility at which they work and within their position/classification. Laid off regular full time employees may bump junior regular part time employees if there are no junior regular full time employees who can be bumped. In such case the laid off regular full time employee can bump the junior regular part time employee who has the most hours.

Regular Part time employees may not bump into positions with more hours than those that belong to their own position.

- c) Employees shall be given a minimum of two (2) weeks' notice of layoff.
- d) Any grievance with respect to a layoff shall be taken up under the grievance procedure within seven (7) days of the layoff notice having been given.
- e) Recall notice shall be by telephone, or, if no direct contact is made with the employee, by registered mail to the employee's last known address.
- f) Employees shall be called to work in order of seniority, subject to their ability and qualifications to do the work.

6.07 Employee Notice of Resignation

An employee must make every reasonable effort to give the Employer a minimum of two (2) weeks' written notice of her intention to resign.

6.08 Employees Returning to the Bargaining Unit

- a) Employees who accept an Employer's appointment outside of the Bargaining Unit on a temporary basis and who return to a Bargaining Unit position within six (6) months shall not lose any seniority and shall continue to accumulate seniority.
- b) Employees who return to the Bargaining Unit after more than six (6) months shall return with only their seniority earned while employed as a Bargaining Unit member.

ARTICLE 7 - JOB CLASSIFICATION AND RATES OF PAY

7.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Collective Agreement and forms a part of it.

7.02 Where a new job classification is required, the wage rate for the new classification shall be established by the Employer, and written notice shall be given to the Union. The wage rate shall be considered agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

7.03 In the event that the Employer is required to introduce significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty

(30) days of notification by the Employer. If no written objection is received by the Employer, the wage rate shall be considered agreed to.

- 7.04 Wages shall be paid semi-monthly. The distribution of pay stubs shall be done in such a manner that the details of the pay cheque shall be confidential.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.01 The regular hours of work shall be as scheduled.
- 8.02 Work schedules covering a six- (6) week period shall be posted seven (7) days in advance. The Employer reserves the right to alter the schedule if the affected employee is given seven (7) days notice. If an employee's scheduled hours are changed without the agreement of the employee and with less than seven (7) days' notice the employee shall be paid at one and one half (1.5) times her hourly rate for the notice period.
- 8.03 Any requests made for days off after the schedule is posted may be done by mutual shift exchange and prior approval by the Care Manager or designate.
- 8.04 In the event an employee is called in to work on a regularly scheduled day off, she shall be entitled to a minimum of four (4) hours work or the number of hours regularly scheduled if less than four (4) hours.

When an employee is "called in" on the same day after having left the premises, she shall receive a minimum of four (4) hours' pay at the appropriate rate including overtime if applicable pursuant to Article 8.10.

- 8.05 If an employee reports for work as scheduled but for whom no work is available or because a change was made in the schedule

without notifying the employee in advance, she shall be entitled and required to work four (4) hours or the number of hours scheduled if less than four (4) hours.

8.06 Staff Meetings

- a) Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked. If such staff meeting causes an employee to work more than eight (8) hours in a day, the overtime provisions of this Agreement shall apply.
- b) Unless otherwise required by the Employer, employees shall not be called in specifically to attend a staff meeting.

8.07 Continuous Operation

The Employer operates on a twenty-four (24) hour, seven (7) day per week basis.

8.08 Work Scheduling

- a) The Employer shall establish and distribute all shifts in a manner which is as fair and equitable as possible.
- b) Shift hours may change for operational reasons with reasonable notice.
- c) **Mutual Shift Exchanges**
With the approval of the Employer, employees may exchange shifts provided that sufficient advance written notice is given to the Care Manager. Approval for such requests shall not be unreasonably withheld. Mutual shift exchanges shall not result in any increased cost to the Employer.
- d) The Master Roster shall be available to the employees upon request. It is understood that the actual schedule may

vary from the Master Roster as scheduling requirements necessitate.

8.09 An unpaid meal break of thirty (30) minutes shall be provided for each shift of five (5) or more hours. Employees working a full shift shall receive a paid fifteen (15) minute break in each half of their shift. Employees working shifts of four (4) hours to six and a half (6.5) hours shall receive one paid fifteen (15) minute break. All employee breaks must be taken in a designated staff area. Employees are required to remain in the facility during paid breaks. If the Employer requires an employee to stay on site during her meal period she shall be paid for that meal period at her basic rate of pay.

8.10 Overtime

a) Definitions

i) "Overtime" means work performed in excess of the daily hours or weekly hours as outlined in Article 8.10(c)

ii) "Straight time rate" means the hourly rate of pay.

iii) "Time and one-half" means one and one-half (1½) times the straight time rate.

iv) "Double time" means two (2) times the straight time rate.

b) Authorization of Overtime

An employee who voluntarily works overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that in emergency situations or unforeseen circumstances prior authorization may not be possible.

c) Overtime Compensation

Overtime worked shall be compensated at the following rate:

- i) time and one-half (1½) for the first four (4) hours worked in excess of eight (8) in a day, and for hours worked in excess of forty (40) in a week;
- ii) in the event of a schedule of four (4) days of ten (10) hours, time and one-half (1.5) for the first two (2) hours worked in excess of ten (10) in a day, and for hours worked in excess of forty (40) in a week;
- iii) double time for all shift hours that exceed twelve (12) hours in duration.

8.11 There shall be no pyramiding of overtime pay, sick leave pay and paid holiday pay.

8.12 Additional Hours

Any regular part-time employee who is interested shall indicate her availability to work additional hours which become available on an incidental and ongoing basis. Interested and available part-time employees shall be given an opportunity to work additional hours on a fair rotational basis. The Employer is under no obligation to call an employee whose additional hours of work may result in overtime wages.

8.13 All Casual employees shall be required to submit, in the form prescribed by the Employer, a schedule of availability for the forthcoming month. This form is to be submitted no later than fifteen (15) days prior to the commencement of the month. Casual employees must be available ten (10) days per month. Any employee on the call-in list who turns down five (5) calls during a three (3) -month period, shall be removed from the Casual list. Additional Hours shall be governed by this availability schedule.

ARTICLE 9 - VACANCIES AND JOB POSTINGS

9.01 Vacancies Requiring a Job Posting

- a) A vacancy which requires a job posting occurs when:
 - i) the Employer requires staff for a new facility;
 - ii) the Employer requires additional staff at an existing facility;
 - iii) an employee permanently leaves her position;
 - iv) an employee is going to be absent from her position for a period greater than one (1) calendar month;
- b) The Employer may fill a vacancy temporarily at its discretion pending the completion of the job posting process.

9.02 Available hours requiring posting

In the event that the Employer has additional hours of work available on an ongoing basis, the Employer shall post such hours on the Union Bulletin Board in the same manner as a job posting. Employees may apply for such hours and have these hours added to their positions (see also Memorandum of Agreement #1) subject to the following considerations:

- a) while scheduling permits;
- b) up to the maximum of regular full-time hours, which is defined as between thirty-four point nine (34.9) and forty (40) hours per week;
- c) without the Employer having to pay overtime rates of pay;
- d) in accordance with the principles of Article 9.03.

9.03 Selection Criteria

In making appointments, promotions and transfers the qualifications and abilities of the applicants concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

Both parties recognize that some positions may be gender sensitive and as a result not all qualified and able employees may be suitable for all positions.

9.04 Notice of Vacancy

The Employer shall post the vacancy at the Employer's office and all facilities operated by the Employer in the Province of British Columbia for a period of one (1) week.

9.05 Information on Postings

A job posting shall contain the following information: job position/classification, facility, qualifications, hours of work, and wage scale.

9.06 Vacancies

Employees who post into a temporary vacancy shall not be eligible for any further temporary job postings which conflict with the schedule of the current temporary vacancy.

9.07 The Employer may delay the implementation of an awarded posting if the successful applicant cannot leave her current position without adversely affecting the operations of the Company. In such case the Employer may temporarily fill the vacancy until such time as another employee has been trained to replace the applicant in her current position.

9.08 Trial Period

The successful applicant to a regular job vacancy shall be placed on a trial period of up to four hundred and eighty (480) hours during which the employee's performance shall be reviewed regularly and the findings of the reviews shall be shared with the

employee without undue delay. In the event that the employee proves unsatisfactory during the trial period, the employee shall be returned to her previous position.

9.09 Rehiring

Any employee who terminates her employment with the Employer after completing her probation period and is rehired within one (1) year in the same position/classification that she left, shall receive the end of probation rate upon her return, and shall not be required to re-serve the probation period.

9.10 Transfers

- a) Employees shall not be required to accept a transfer outside the Bargaining Unit or to another facility within the Bargaining Unit.
- b) When an Employer initiates a transfer within the Bargaining Unit, the employee shall not suffer a reduction in pay nor shall she re-serve a probationary period. Where a person does not meet the conditions of a trial period (as per Article 9.08), she shall return to her former position without loss of pay or seniority.

ARTICLE 10 - ANNUAL VACATIONS

10.01 Vacation Entitlement

- a) During each year of continuous service in the employ of the Employer, a regular full-time Employee shall earn entitlement to a vacation with pay.
- b) Such earned vacation entitlement can be taken on a "use as accrued" basis.
- c) The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

- i) during the first (1st) to fifth (5th) years of employment, an Employee earns a vacation of fifteen (15) working days,
- ii) during the sixth (6th) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days,
- iii) during the tenth (10th) and subsequent years of employment, an Employee earns a vacation of twenty-five (25) working days.

10.02 Determining Vacation Pay

Vacation pay shall be paid as a percentage of an employee's gross earnings.

10.03 Vacation Entitlement for Part-Time Employees

Regular Part-time Employees shall earn vacation calculated in hours in accordance with the following formula:

$$\begin{array}{r} \text{Hours worked} \\ \text{as a Regular} \\ \text{Employee} \end{array} \quad \times \quad \begin{array}{r} \text{The applicable} \\ \% \text{ as outlined} \\ \text{below} \end{array} = \begin{array}{r} \text{Number of} \\ \text{hours of} \\ \text{vacation time} \\ \text{to be taken} \end{array}$$

Vacation pay shall be paid as a percentage of and employee's gross earnings:

- a) six percent (6%) during the first (1st) to fifth (5th) continuous years of employment; or
- b) eight percent (8%) during the sixth (6th) to ninth (9th) continuous years of employment; or
- c) ten percent (10%) during the tenth (10th) and subsequent continuous years of employment.

10.04 Casual Employees Vacation

Casual Employees shall be paid vacation pay, as a percentage of their gross earnings, semi-monthly, in addition to their earnings:

- a) four percent (4%) during the first (1st) to fifth years of employment; or
- b) six percent (6%) during the sixth (6th) to ninth (9th) continuous years of employment; or
- c) eight percent (8%) during the tenth (10th) and subsequent continuous years of employment.

The purpose of vacation is to allow employees an opportunity to rest and revitalize themselves. Therefore, there shall be no payments made in lieu of vacation, except when an employee ceases employment, or an employee is on an extended unpaid leave of absence and is unable to take earned vacation time within the vacation year.

10.05 Vacations Requests

The deadline for submission of Vacation Requests for the current calendar year is January 31st of the current calendar year.

10.06 Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where choices conflict and a compromise cannot be reached, seniority shall be the deciding factor. The Employer shall post the vacation schedule by March 1st.

10.07 Vacation Pay

Vacation pay shall be paid to all regular full time and regular part time employees in accordance with the regular payroll schedule. All normal deductions made from an employee's pay shall be made from the vacation pay.

ARTICLE 11 - PAID STATUTORY HOLIDAYS

11.01 Statutory Holiday Entitlement

The Employer recognizes the following as statutory holidays:

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

and any other day which may be proclaimed in British Columbia or by Federal statute.

11.02 Scheduling of Paid Statutory Holidays

If a statutory holiday occurs on a non-working day, the employee is paid an average day's wages on the statutory holiday and shall be entitled to a holiday on a regular day. This day is scheduled within the master rotation.

11.03 Holiday Falling on a Scheduled Work Day

An employee who works on a statutory holiday must be paid for that day:

- a) at the rate of one and one half (1.5) times the employee's regular wage for the time worked up to twelve (12) hours; and,
- b) double the employee's regular wage for any time worked over twelve (12) hours;
- c) in addition, the employee is paid an average day's wages on the statutory holiday and shall be entitled to a holiday on a regular day. This day is scheduled within the master rotation.

11.04 Statutory Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

ARTICLE 12 - HEALTH AND WELFARE PLAN

- 12.01 a) Regular full-time and regular part-time employees who work a minimum average of twenty (20) regularly scheduled hours per week, shall be eligible for coverage under the Health and Welfare Plan.
- b) The Employer agrees, for all eligible employees, to pay one hundred percent (100%) of the premium cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. Premiums shall be remitted monthly, in accordance with the timelines stipulated for Union dues.
- c) If, according to the standards and qualifications set out by the insurance carrier, an eligible employee does not qualify for the coverage provided by the group plan and, as such, cannot be enrolled, the Employer shall pay him or her directly an amount equivalent to the insurance premium, which shall not exceed the cap specified in Article 12.02.
- 12.02 Coverage under the Health & Welfare Plan for employees entitled to coverage shall commence on the first (1st) day of the month following the month in which the employee successfully completes probation. At that time the Employer shall remit two (2) months' worth of premiums to commence coverage and shall continue to remit in accordance with Article 12.01 thereafter. The cost of the Plan to the Employer shall not exceed one hundred thirty-five dollars (\$135.00) per month per eligible

employee. It is agreed that this cap is to be increased by two percent (2%) per year. Increases to the premium cost that exceed the above cap, shall be borne by the eligible employees through payroll deduction.

- 12.03 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 for 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.
- 12.04 All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan as amended from time to time. The basic outline of the Benefit Plan (Schedule "B") is included for information purposes only; it does not constitute part of this Agreement.
- 12.05 The Employer's sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the premiums required by the insurance company. The insurance company alone shall be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.
- 12.06 It is further understood that the Union has no obligation to provide the insurance coverage or benefits stipulated in this Agreement. Liability for unfunded claims arising as a consequence of any failure by the Employer to remit the premiums required herein shall rest exclusively with the Employer.
- 12.07 Regular post-probationary employees shall be covered by the Medical Services Plan of BC, commencing the first month

following the completion of the probationary period. For coverage see Memorandum of Agreement #3.

ARTICLE 13 – PAID LEAVE

- 13.01 a) On January 1 of each calendar year, a regular full-time employee who has successfully completed probation shall receive a paid leave credit of thirty seven point five (37.5) hours of paid leave.
- b) Where an Employee has unused paid leave credits on December 31 of the calendar year, she shall be paid out unused credits to a maximum of thirty seven point five (37.5) hours. The pay out of unused credits shall be made by January 31 of the following year.
- 13.02 a) Paid leave credits may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical/dental appointments and special leave.
- b) After an Employee has completed the probationary period, the Employee shall be allowed a credit for paid leave from the date of employment provided however, that the Employee shall not be entitled to apply paid leave credits prior to the completion of the probationary period.
- c) For a Part-time Employee, the paid leave entitlement under Article 13.01 shall be pro-rated in accordance with her regularly scheduled hours of work.
- 13.03 An Employee reporting absent shall do so to the Employer as soon as possible before the start of their shift in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer shall make a deduction in pay for the time which expires between the time the Employee should have

reported for work and the time at which the Employee reported absent.

13.04 Subject to Article 13.01, 13.02, and 13.03 above, an Employee granted paid leave shall be paid, for regularly scheduled shifts absent due to illness or disability, medical/dental appointments, and illness in the immediate family requiring the employee's personal attention, and the number of hours thus paid shall be deducted from her accumulated paid leave credits up to the total amount of her available credits at the time the leave commenced.

13.05 Proof of Absence

- a) An Employee may be required to provide satisfactory proof of the reasons if all paid leave credits have been used.
- b) No paid leave shall be granted once an Employee commences her vacation; in this event, the Employee shall be receiving vacation pay.
- c) An Employee who has exhausted her paid leave credits during the course of an authorized absence and the reason for her absence continues, shall be deemed to be on leave without pay for the duration of the absence. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with seven (7) days, or such shorter period of time as agreed between the Employer and the Employee, written notice of readiness to return to work.
- d) Upon termination of employment all earned and unused paid leave credits shall be paid out except for the case of termination with cause. Paid leave credits that have been used but unearned shall be deducted from the employee's final pay cheque.
- e) Casual Employees are not eligible for casual leave credits.

ARTICLE 14 - GENERAL CONDITIONS

- 14.01 a) The Employer shall furnish and maintain uniforms (launder and repair) without charge when the Employer designates the Employees wear a specific uniform. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style, of the uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- b) The Employer shall at all times maintain ample supplies of latex gloves and other safety and hygiene related articles necessary for the delivery of service.
- c) **Employer Property**
Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer may take such action as required to recover the value of articles which are not returned.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 **Unpaid Leave of Absence**
The Employer may grant an unpaid leave of absence if the employee requests it in writing fourteen (14) days in advance (where possible) from the Care Manager or designate and if the absence does not interfere with the efficient operation of the Facility and is approved. When applying, an employee must specify the date of departure and date of return. The Employer may request the employee to provide proof to indicate that a leave of absence was used for the stated purpose.
- 15.02 **Maternity/Parenting/Adoption Leave**

Maternity/Parenting/Adoption Leave shall be granted in accordance with the *Employment Standards Act of B.C.*

Upon written request to the Employer, an employee shall be granted an additional unpaid leave of absence upon expiration of maternity and/or parental leave, subject to four (4) weeks written notice prior to the expiration of maternity/parental leave. In no event shall the total duration of these leaves exceed fifty-two (52) weeks.

- 15.03 Benefits continue for the balance of the month in which a leave commences.

The Employer shall continue to pay the cost of the Health and Welfare Benefit Plan during a regular full time or regular part time employee's approved unpaid leave of absence of up to one year.

- 15.04 **Accrual of Seniority**
Seniority shall be accrued during hours worked, paid leave, vacation and approved unpaid leave of absence such as sickness, accident covered by Workers' Compensation, pregnancy, maternity/parental or medical reasons.

- 15.05 **Bereavement Leave**
Regular employees shall be granted up to three (3) days of unpaid bereavement leave in the event of the death of the following family members: mother, father, spouse, child, sister, brother, grandparent, grandchild, in-laws, step-parent, step-child or another relative living in the same residence as the employee.

- 15.06 **Court Appearance**
If an employee is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the

Facility, the employee shall not lose regular pay because of such attendance, provided that the employee:

- a) notifies the Care Manager or designate immediately on the employee's notification that she shall be required to attend at court; and
- b) presents proof of service requiring the employee's attendance; and
- c) returns to the Facility the full amount of compensation received and an official receipt thereof.

ARTICLE 16 - HEALTH AND SAFETY

16.01 The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

16.02 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation. In order to help achieve and maintain this standard, Safety Committees shall be structured and operate in the following manner:

- a) The Employer and the Union shall, at each work site, appoint one (1) representative to a Safety Committee. An alternate shall be chosen to serve in the absence of either of the two regular representatives.
- b) The Safety Committees shall meet at least once per month or as required. Meetings are to be held during regular working hours, and members shall suffer no loss of pay.
- c) The recommendations of the Safety Committees shall be forwarded to the Employer without delay.

d) The Employer shall acknowledge, in writing, receipt of the recommendations of the Safety Committees, a copy of which shall be sent to the Union office.

16.03 The Employer and the Union recognize the inherent risk associated with client care. Notwithstanding this recognition, the Employer shall cooperate in reasonably minimizing consequential risk to employees up to the standard of undue hardship of the Employer and other employees.

ARTICLE 17 - DISCHARGE, SUSPENSION, AND WARNING

17.01 Just Cause for Discipline and Burden of Proof

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

17.02 Employees who are called into a meeting of a disciplinary nature have the right to be represented by a Union Steward or CLAC Representative. The Employer agrees to schedule the meeting in consultation with the Union. Employees shall be informed of the nature of the meeting prior to the meeting taking place. Where the Employer investigates employee conduct and schedules a meeting to interview the employee, the employee shall be represented by a Union Steward or CLAC Representative.

17.03 When the conduct or performance of an employee calls for a written warning to the employee by the Employer, a copy of the warning shall be forwarded without due delay to a Steward and to the Union office. Such warnings shall become a matter of the employee's record. The Employer agrees to adhere to the principles of Progressive Discipline.

17.04 Written warnings, letters of reprimand, and other notices of discipline shall remain part of an employee's record for a period of twelve (12) months from the date the warning was issued. Provided there have been no further infractions, such documentation shall be removed from the employee's file thereafter.

17.05 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. The employee shall sign the appraisal and receive a copy at the time of signing. All final employee appraisals shall form part of the employee's permanent record.

The employee shall sign her appraisal for the sole purpose of indicating that she is aware of her performance appraisal and shall have the right to respond in writing within ten (10) days of the interview and the reply shall be placed in her personnel file.

17.06 Personnel File

An employee, or the Union with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. The employee, or her designate, shall give the Employer a minimum of one (1) day's notice, prior to having access to such file.

17.07 Abandonment of Position

An employee who fails to report for duty for three (3) working days without informing the Employer of the reason for her absence shall be presumed to have abandoned her position. Where the Employer has concluded that abandonment has occurred, the employee shall have five (5) calendar days to rebut such conclusion and demonstrate that there were reasonable grounds for not informing the Employer.

17.08 Investigation of Allegations

In the event that an employee is sent home pending the outcome of an investigation, that employee shall be on a paid leave of absence. In all cases the CLAC Representative and Steward shall be advised.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.01 a) The Employer and the Union recognize that grievances may arise concerning:
- i) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, but excluding the re-negotiation of this Agreement or parts thereof, or
 - ii) the discipline, suspension, or dismissal of an employee bound by this Agreement.
- b) A group grievance may be defined as a grievance filed on behalf of employees who have the same complaint. The grievors shall be listed on the grievance form.
- c) A policy grievance may be filed by either party. A policy grievance may be defined as a dispute regarding the general application, interpretation, alleged violation, or administration of the Agreement. When such a grievance is submitted by the Employer, it can relate to the conduct of the Union, its CLAC Representatives, or Stewards.
- d) Every effort shall be made to resolve differences with Care Manager or designate in an informal manner before initiating the grievance procedure.

18.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arises more than ten (10) calendar days after the date on which:

- a) the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- b) the employee first became aware of the action or circumstances giving rise to the grievance; or
- c) the Care Manager or designate responded to the employee as per Article 19.01(d).

This limitation period shall not apply to payroll errors.

18.03 Step 1

Any employee having a grievance shall submit or have submitted on their behalf, the same in writing to the Manager. The parties shall meet to discuss the grievance, and the Supervisor shall respond to the grievance within ten (10) days following receipt of the grievance. At the grievance meeting, the employee shall be represented by a Union Steward or CLAC Representative.

An employee shall submit a written grievance at this Step by:

- a) recording the grievance on the appropriate grievance form or by letter, setting out the nature of the grievance and the circumstances from which it arose;
- b) stating the article(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- c) having the grievance signed by a Steward or CLAC Representative.

The Care Manager shall acknowledge receipt of the written grievance by signing and dating the grievance form or letter at the time it is presented.

18.04 Step 2

If the grievance is not settled at Step 1, the Union shall submit, in writing, a Step 2 grievance to a Director within ten (10) days following the Employer's Step 1 response. The Parties shall meet to discuss the grievance. A Director shall reply in writing within seven (7) days from the date of the meeting.

18.05 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2 and pursuant to Article 19, the Union may inform the Employer of the intention to submit the dispute to arbitration within:

- a) thirty (30) days after the Employer's decision has been received;
- b) thirty (30) days after the Employer's decision was due.

18.06 Prior to submitting a dispute to Arbitration, the Parties shall meet in an attempt to mediate a resolution to the dispute. The mediation meeting shall take place within the time limits prescribed by Art. 18.05.

18.07 Administrative Provisions

- a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail or by facsimile.
- b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered, and

received on the day they were delivered to the appropriate offices of the Employer or the Union.

- c) In the event of a dispute, lockout, or other work stoppage in the Canada Post Office in British Columbia, the parties shall rely on fax, electronic mail or courier services.
- d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

18.08 Deviation from Grievance Procedure

The Employer agrees that after the grievance procedure has been initiated, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

18.09 Dismissal or Suspension

An employee may be suspended or discharged for just cause by the Care Manager or designate. Copies of the letter outlining the reasons for the suspension or discharge shall be immediately sent to the Union and given to the Steward. Within seven (7) days following the suspension or discharge, the employee involved may request an interview with the Care Manager or designate concerning the reason leading to the suspension or discharge. The employee shall be represented by a Steward or CLAC Representative at this meeting, unless she declines such representation. Within seven (7) days following the interview, the Union may process the complaint at Step 2 of the grievance procedure.

ARTICLE 19 - ARBITRATION

19.01 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitratable, either of the parties may, after exhausting the grievance procedure in Article 18, notify the other party within thirty (30) days of receipt of the reply at the second step, of its desire to submit the difference or allegation to arbitration. The Arbitrator/Mediator can mediate the disputes with the consent of the parties.

19.02 Assignment of a Single Arbitrator

- a) When a party has requested that a grievance be submitted to an arbitrator/mediator, the parties shall mutually agree upon the Arbitrator within seven (7) days. The parties agree to choose from the following list of arbitrators: Judi Korbin, Joan Gordon, Robert Blasina, Jim Kelly, and Brian Foley.
- b) If mutual agreement cannot be reached, an Arbitrator shall be assigned by the Labour Relations Board of B.C.

19.03 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the Parties. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

19.04 Disagreement on Decision

Should the parties disagree as to the interpretation of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days.

19.05 Expenses of Arbitration

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

19.06 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

ARTICLE 20 - TERM OF AGREEMENT

20.01 The term of this Agreement shall be from the date of ratification, 2006 until the 1st day of May 2009.

20.02 In accordance with Section 57(1) and (2) of the *Labour Relations Code of BC*, the Union shall not strike and the Employer shall not lock out during the term of the Collective Agreement. In the event that negotiations for renewal of the Collective Agreement fail, the Union and the Employer shall not take strike/lock out action until mediation procedures have been exhausted.

20.03 The parties agree to exclude the operation of Sections 50(2) and (3) of the *Labour Relations Code*.

Signed at _____, British Columbia, this ____ day of

_____, 2006.

SIGNED on behalf of
SIMPE Q CARE INC.

SIGNED on behalf of
**CHRISTIAN LABOUR
ASSOCIATION OF CANADA,
LOCAL 501**

SCHEDULE “A”
Waverly Assisted Living

CLASSIFICATIONS AND HOURLY RATES

Classification	Current rate of pay	January 1, 2007	January 1, 2008	January 1, 2009
LPN	22.50	23.00	23.50	24.00
PCW	14.00	14.30	14.60	14.90
Housekeeping	11.50	11.75	12.00	12.25
Cook	13.00	13.30	13.60	13.90
Server	11.75	12.00	12.25	12.50
Social Care Aide	15.00	15.30	15.60	15.95
Activity Aide	16.00	16.35	16.70	17.05

GENERAL

1. 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.

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

2. A fifty cents (\$0.50) per hour premium is payable for all hours worked on the night shift (11pm – 7am).
3. Probationary rate is \$0.50 below the current rate of pay.

SCHEDULE “B”

OUTLINE OF INSURANCE PLAN COVERAGE

(This schedule does not form part of the collective agreement.
It is for information only. Copies of Health and Welfare plan will be
provided upon request)

- \$40,000.00 life insurance per employee
- \$40,000.00 A. D. & D. per employee
- prescription drug plan for employee and family at 80% up to \$2,000.00 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter
- dental plan at the latest fee schedule available:
 - Basic services: 80% up to \$1,500.00 per person annually
 - Comprehensive: 50% up to \$1,500.00 per person annually
 - Orthodontic: 50% up to \$2,000.00 lifetime maximum per child under 19
- optical insurance for employee and family:
 - under 21: \$300.00 per year
 - over 21: \$300.00 every two years
- extended health coverage for employee and family
- semi-private hospital coverage with no deductible for employee and family

MEMORANDUM OF AGREEMENT #1

BETWEEN:

SIMPE Q CARE INC.
“Waverly Assisted Living”

AND:

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

Re: Full and Part-time Positions

The Parties to this Memorandum of Agreement recognize that it is of mutual benefit to maximize the number of full-time positions at the Employer’s enterprise. To promote the evolution of part-time positions into full-time positions, the Parties agree as follows:

1. Where a part-time position becomes vacant or where a block of permanent hours otherwise becomes available, the Employer shall offer to add the hours of the position or the block of hours to the position of the most senior qualified employee within the classification where the hours have become available, subject to their ability and qualifications to do the work within a specific site and/or unit. Where hours are added to a position, the hours shall belong to the position;
2. The awarding of available hours shall not result in an overtime entitlement. Hours are normally added as a block, however the Employer may split up the hours where such is practicable. The awarding of hours shall always be in accordance with seniority, in the classification in which they have become available, subject to their ability and qualifications to do the work within a specific site and/or unit;

3. Where an employee declines the offer of new hours to be added to his/her position, the Employer shall offer the hours to the next most senior qualified employee;
4. The Employer has no obligation to offer the hours that belong to a vacant part-time position or any other vacant and available permanent hours to any employee if the part-time position is needed to fill a gap in the schedule.
5. Where hours are awarded to an employee working in another classification, such hours are deemed to have been added on a temporary basis only.
6. Permanent hours are defined as hours that are available on an on-going basis.

Signed at _____, British Columbia, this ____ day of _____, 2006.

SIGNED on behalf of
SIMPE Q CARE INC.

SIGNED on behalf of
**CHRISTIAN LABOUR
ASSOCIATION OF CANADA,
LOCAL 501**

MEMORANDUM OF AGREEMENT #2

BETWEEN:

SIMPE Q CARE INC.
“Waverly Assisted Living”

AND:

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

1. As of May 1st, 2006 regular full-time and regular part-time employees will be able to take their vacation entitlement on a use as accrued basis.
2. The scheduling of vacations for the remainder of 2006 calendar year will remain as the present practice.

Signed at _____, British Columbia, this _____ day of _____, 2006.

SIGNED on behalf of
SIMPE Q CARE INC.

SIGNED on behalf of
**CHRISTIAN LABOUR
ASSOCIATION OF CANADA,
LOCAL 501**

MEMORANDUM OF AGREEMENT #3

BETWEEN:

SIMPE Q CARE INC.
“Waverly Assisted Living”

AND:

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

1. Regular post-probationary full-time and part time employees shall be covered by the Medical Services Plan of BC, commencing the first month following the completion of the probationary period. The Employer shall pay one hundred percent (100%) of the premium at the single rate unless same coverage under a spousal plan is in effect.
2. Upon written request to the Employer, an employee who is granted an unpaid leave of absence which is greater than one month, the Medical Services Plan of BC will only continue for the balance of the month in which the leave commences.
3. If an employee wishes to have her MSP coverage to continue during her unpaid leave of absence, she must provide Simpe Q with post-dated signed cheques in advance to cover the premium. If the cheque is returned NSF the benefits shall be cancelled.
4. Upon written request to Simpe Q, an employee may receive additional coverage for her family, providing that the difference is deducted from her pay.

5. Regular post-probationary full-time and part-time employees shall receive an additional paid leave credit per year in accordance with Article 13.

Signed at _____, British Columbia, this ____ day of _____, 2006.

SIGNED on behalf of
SIMPE Q CARE INC.

SIGNED on behalf of
**CHRISTIAN LABOUR
ASSOCIATION OF CANADA,
LOCAL 501**

