

## **COLLECTIVE AGREEMENT**

### **BETWEEN:**

**VANCOUVER ISLAND HOME HEALTH SERVICES  
LABOUR RELATIONS ASSOCIATION ((VIHHSRA)  
(doing business as  
We Care Home Health Services – Victoria  
We Care Home Health Services – Duncan, and  
We Care Home Health Services - Nanaimo)**

### **AND:**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA,  
LOCAL NO. 501 (CLAC)**

**September 1, 2007 – August 31, 2011**

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**VANCOUVER ISLAND HOME HEALTH SERVICES  
LABOUR RELATIONS ASSOCIATION (VIHHSRA)**

**doing business as**

**We Care Home Health Services - Victoria,  
We Care Home Health Services - Duncan, and  
We Care Home Health Services - Nanaimo**  
(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, to:

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

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

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

## **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 Schedules “A”, “B”, and “C”.

2.02 This Agreement covers all employees employed at the following locations:

- a) We Care Home Health Services – Victoria, BC
- b) We Care Home Health Services – Duncan, BC
- c) We Care Home Health Services – Nanaimo, BC

except those excluded by the *B.C. Labour Relations Code*.

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 written agreement 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.

The Employer shall have the exclusive right to manage the operation and services subject to the provisions of this Agreement, including without limiting the generality of the foregoing, its right to determine:

- a) Employment;
- b) Complement;
- c) Work methods and procedures;
- d) Kinds and locations of equipment;
- e) Facilities and buildings;
- f) Hours of work, scheduling, assignment, classification, and evaluation of employees;
- g) Contracting out of services;
- h) Organization;
- i) Promotion, demotion, layoff, and discharge of employees;
- j) Maintenance of order, discipline, and efficiency; and
- k) Employee training and training program selection.

The Employer has the right to make and alter rules and procedures to be observed by the employees. The Employer's rules and procedures will not constitute violations of the Collective Agreement.

- 2.05 The Employer agrees not to contract out bargaining unit work and non-bargaining unit personnel will not perform bargaining unit work except where the Employer does not have, or cannot reasonably acquire, the required skills or equipment, or in emergency situations where client care needs are at risk. However, nothing herein shall preclude management personnel from performing the work they have historically performed prior to the date of ratification.
- 2.06 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 - SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void, or be materially altered by future legislation, the remaining provisions of the Agreement shall remain in force and effect for the term of the Collective Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 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 Agreement.
- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

### **ARTICLE 4 – UNION REPRESENTATION**

- 4.01 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 two (2) Stewards for every fifty (50) 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, after notifying Management in advance, shall have the right to use available office space for the confidential investigation of grievances or general discussion with the bargaining unit members.
- 4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 4.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled , whenever possible, during rest and meal periods or outside working hours. Disciplined employees instructed to leave the premises shall be permitted to meet with a Steward prior to leaving the premises, in keeping with Article 4.01(b).
- 4.04 The Union has the right to appoint or elect members to a Negotiating Committee. Where 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.
- 4.05 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.

- 4.06 There shall be no union activity on the Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.
- 4.07 The Employer will notify the Union office or the Union Steward before a new employee orientation is about to take place. A Union Steward will be present at each new employee's orientation for the purpose of acquainting them with the Collective Agreement. The Employer will not be liable for this time.
- 4.08 The Union Steward or Union Representative shall provide reasonable advance notice to the Employer of their intention or purpose for entering the premises for union business and shall indicate the anticipated duration of the visit. Such visits will not interfere with the operation of the Employer's business.

## **ARTICLE 5 – WORK STOPPAGES**

- 5.01 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 nor deliberately restrict or reduce the hours of work when this is not warranted by the workload.
- 5.02 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 6 – EMPLOYMENT POLICY AND UNION  
MEMBERSHIP**

- 6.01 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 that, in the Employer's opinion, such applicants are suitable to meet the requirements of the job.
- 6.02 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 there are employees available who are not maximizing their weekly hours, subject to their availability and ability.
- 6.03 New employees will be hired on a three-(3) month or sixty-(60) working days probationary period, whichever is greater, and thereafter attain regular employment status. Their seniority shall be dated back to the beginning of their employment. With the mutual agreement of the Union and the Employer, the probationary period may be extended by up to twenty (20) working days. Notwithstanding the foregoing, the probation period shall not exceed six (6) months in any case.
- 6.04 The Employer shall provide the Union with necessary information regarding hirings, layoffs, and terminations. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to seniority, classification, and rate, shall be forwarded to the Union during October and April in each year. It is the responsibility of each employee to notify the Employer in writing of any and all necessary status changes, including address and phone number changes.

- 6.05 Employees on probation are covered by the Agreement, except those provisions which specifically exclude such employees.
- 6.06 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.
- 6.07 The Employer shall annually review employees as to their overall work performance. The supervisor conducting the review shall first of all give the employee an opportunity to read their written review. The employee shall be allowed the opportunity to write their personal comments on the evaluation form. These evaluations shall be for personal assessment only. They shall not be included in the employee's discipline file or records.
- 6.08 Employees shall have access to their personnel file during regular office hours upon giving the Employer reasonable notice of the request for access and a time for review that will not disrupt the flow of work or go beyond one (1) hour. An Employer representative and/or a Steward may be present when the employee examines the file.

## **ARTICLE 7 – HARASSMENT**

- 7.01 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 8 – CHECK OFF**

- 8.01 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.
- 8.02 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 from all employees effective the first of the month following date of hire.
- 8.03 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 employees for whom the deductions are made and the amount checked off for each.

## **ARTICLE 9 – JOB CLASSIFICATION AND RATES OF PAY**

- 9.01 Employees shall be classified and paid in accordance with Schedule "A", "B" or "C, attached to this Collective Agreement and forming a part of it.
- 9.02 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.
- 9.03 Wages shall be paid bi-weekly. Paycheques shall identify the total hours worked and total hours paid for at corresponding rates of pay.

9.04 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.

**ARTICLE 10 – SCHEDULING, HOURS OF WORK, AND OVERTIME**

- 10.01 a) The Union recognizes the unique nature of the home care services sector and the need to maximize client satisfaction as an integral aspect of the success of the enterprise. The Employer recognizes the need to maximize predictability and certainty in the scheduling of hours.
- b) To that end, senior employees with the requisite qualifications and ability shall be offered up to forty (40) hours per week, as hours become available, subject to the employee's availability and hourly and daily restrictions, preferences, and ability.
- c) Every effort shall be made to restore the hours of employees who have lost client hours as soon as possible after this loss becomes effective.
- d) Senior employees who have not restricted their availability shall not receive fewer hours than junior employees where ability and suitability are relatively equal.
- e) Senior employees who have restricted their availability shall not receive fewer hours than junior employees who have similar restrictions, where ability and suitability are relatively equal.

- f) Both the client and the employee shall have the right to have a particular assignment removed.

10.02 For the purposes of Articles 6.02 and 10.01(b), (d), and (e), ability shall be determined using the following criteria:

- a) physical ability to provide appropriate client care;
- b) client preferences for a specified caregiver of the same sex;
- c) language and cultural needs of the client;
- d) continuity of care, where the lack of continuity would lead to the adverse well being of the client or the client withdrawing their services.

An employee will have the right to inquire as to the nature of the client preference.

10.03 Minimum Hours

- a) Every effort shall be made to offer employees assignments totalling at least two (2) 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 fewer than two (2) 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.

c) Minimum length of assignments

Every attempt will be made to schedule assignments of at least two (2) hours that do not impede client service, unless employees advise the Employer they wish to work in blocks of fewer than two (2) hours. Daily hours shall be completed within a twelve-(12) hour period.

d) Working in other classifications

Employees will be scheduled to work in classifications other than the one they were hired for only if they have indicated their availability to do such work and have the appropriate qualifications. Employees will be paid at the appropriate rate for that classification as indicated in Schedule "A".

10.04 a) Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times 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.

b) When a statutory holiday occurs during the week any hours worked in excess of thirty-two (32) hours will be considered overtime and will be compensated accordingly.

c) Live-in work does not qualify for overtime under this Article.

d) Employees may refuse overtime without being subject to discipline, except in emergency situations.

10.05 For the purposes of Article 10.01(b), availability shall be determined using the following factors:

- a) Daily and hourly restrictions  
Employees will indicate which days and at which times during their workdays they are not available and they will not be scheduled during these times;
- b) Daily and hourly preferences  
Employees will indicate which days and at which times during their workdays they prefer to work, and every effort will be made to schedule them during this time;
- c) A work week includes Saturday and/or Sunday.

10.06 Notwithstanding Article 10.04, the employee and the Employer may, by mutual agreement, vary the normal workweek and overtime provisions or work a flexible work schedule with appropriate overtime provisions, if such adjustments are required by specific contracts.

10.07 a) Employees will be paid for shift assignments that are cancelled with less than twenty-four (24) hours' notice, where the cost is recoverable.

b) Employees will be paid for shift assignments that are cancelled with less than four (4) hours' notice.

10.08 Employees will submit their availability, on approved forms, on a monthly basis, by 20th day of the previous month.

## **ARTICLE 11 – VACATIONS AND VACATION PAY**

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

- a) from zero (0) to one (1) year of service – vacation pay at four percent (4%);
- b) after one (1) year's service – ten (10) working days' vacation, with pay at four percent (4%);
- c) after five (5) years' service – fifteen (15) working days' vacation with pay at six percent (6%) of gross earnings;
- d) after seven (7) years' service – twenty (20) working days' vacation with pay at eight percent (8%) of gross earnings.

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

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

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

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

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

11.04 Statutory holiday pay will be issued as per Article 12.01 during the pay period in which the holiday occurs. In the event that 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 four (4) weeks of the actual holiday.

11.05 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/her employment;
- b) absence due to illness up to a period of six (6) months, provided the employee has returned to his/her employment;
- c) any layoff where seniority is retained.

## **ARTICLE 12 - HOLIDAYS**

12.01 The Employer agrees to pay all regular employees who have been employed by the Employer for a minimum of thirty (30) days at regular rates based on their daily average over the previous four (4) weeks for the following ten (10) holidays:

New Year's Day  
Good Friday

Labour Day  
Thanksgiving Day

Victoria Day  
Canada Day  
Boxing Day

Remembrance 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.

- 12.02 Employees who average fewer than twenty (20) hours per week over the previous four (4) weeks shall be paid by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period prior to the holiday by the number of days worked.
- 12.03 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid her normal wage for that day if the employee is entitled to a statutory holiday as per Article 12.01. If an employee works on one of the paid holidays, with the exception of Christmas Day, she shall be paid one and one-half (1½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay, and may request another day off within four (4) weeks of the actual holiday date. If an employee works on Christmas Day she shall be paid two (2) times the regular rate for all hours worked.
- 12.04 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.

### **ARTICLE 13 – SENIORITY AND LAYOFF**

- 13.01 a) Seniority is the ranking of employees in each location in accordance with their hours accumulated since their most recent date of hire and is applied solely in each location.

- 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.

13.02 Seniority lists shall be maintained at all times by the Employer for each location. The Union shall be mailed a copy of the seniority list in accordance with Article 6.04 to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

13.03 Seniority shall be portable between locations. Employees are able to port their seniority to their new location upon successful completion of their probationary period at their new location.

13.04 Seniority rights shall cease and an employee shall be deemed terminated if he/she:

- a) voluntarily terminates his/her employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) does not report for work for three (3) consecutive days without satisfactory reason.

13.05 When the Employer deems it necessary to reduce the work force, she shall inform the Union on the need for layoffs. When a reduction of workforce is required, the order of layoff shall be determined by seniority, providing the remaining employee(s) are, in the opinion of the Employer, able to perform the remaining work.

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

- 13.06 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.
- 13.07 Regular employees with three (3) years or more 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.
- 13.08 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.
- 13.09 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless he/she has a justifiable reason for his/her failure to return. Failure to return to work as agreed may be a just cause for termination.
- 13.10 Seniority rights shall remain frozen for three (3) months while an employee has taken a voluntary leave to work at another We Care franchise in a bargaining unit position.

#### **ARTICLE 14 – JURY DUTY**

- 14.0 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. The Employer will continue to make the Employer's contributions to the Benefit Plan for up to six (6)

months during the leave as long as the employee makes the employee payments during this period.

## **ARTICLE 15 – INSURANCE AND BENEFITS**

- 15.01 In order to protect employees and their families for the financial hazards of illness, the Employer agrees to pay fifty percent (50%) of the premium cost of the Health and Welfare Plan administered by the CLAC Health and Welfare Trust Fund, on behalf of all eligible employees who work twenty (20) hours per week or more averaged over a thirteen–(13) week period. An outline of the Plan is found in Schedule “D”.
- 15.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 15.0 Employees are eligible to receive coverage effective the first of the month following the completion of six (6) months of employment. It is the responsibility of the employee to complete the enrollment form for the benefit plan, which is a condition of coverage.
- 15.04 In the event of sickness or injury, the Employer shall continue with their contributions to provide coverage to the end of the month following the month in which the sickness or injury took place. The employee shall have the ability to self-pay the entire premium cost thereafter.

## **ARTICLE 16 – ADVANCED CERTIFICATION**

- 16.01 All employees who have completed six (6) months of employment shall be eligible to apply to participate in advanced training for Homemaker 2 certification. Upon graduation, the employee will be qualified to work as a Homemaker 2 and receive the applicable rate for hours worked.
- 16.02 Employees who are qualified Homemaker 2 or above in classification, will be eligible for a sum equivalent to two (2) percent of their gross annual earnings to be paid at the end of each contract year, for Employer-approved educational programs.

## **ARTICLE 17 – LEAVES OF ABSENCE**

- 17.01 Employees may make written application for leaves of absence without pay. The Employer will grant reasonable requests and consider length of service, compassion, and operational requirements in the decision whether to grant such leave and the length of time of such leave.
- 17.02 If the employee furnishes false information regarding sick leave or a leave of absence, she may be subject to discipline.
- 17.03 In the event of death in an employee's immediate family (a spouse, parent, sister, brother, child, mother-in-law, father-in-law, or grandparent), the employee shall be entitled to be absent from work five (5) days without pay. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours for that day. The Employer shall make every reasonable effort to assign additional hours to compensate for wages lost within six (6) weeks of the funeral.
- 17.04 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.

- 17.05 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.
- 17.06 Upon written request, employees shall be granted up to twelve (12) months of maternity leave without loss of seniority. Employees must make arrangements to contribute the full premium costs of the Health & Welfare Plan in the event that they wish to maintain coverage.

## **ARTICLE 18 – SAFETY AND HEALTH**

- 18.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation. If the Union or the Employer feel these standards are being compromised, either party may initiate the formation of a Safety Committee.
- 18.02 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 the Safety Committee. An alternate will be chosen who will serve in the absence of either of the two (2) regular representatives.
  - b) The Committee shall have one chairman and one secretary. In the event that the chairman is a representative of the

Employer, the secretary shall be a representative of the Union or vice versa.

- c) The Committee shall meet at least once every three (3) months 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 after the 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 18.02(d).

## **ARTICLE 19 – UNION-MANAGEMENT COMMITTEE**

- 19.01 a) In order to promote sound relations at work, the parties agree to schedule Union-Management meetings once every month during the life of this Agreement. These meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. Employees shall be paid a stipend of fifteen dollars (\$15.00) for attendance at Union-Management meetings if requested by an employee.
- b) The Employer and the Union may each appoint up to two (2) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office and posted in the workplace.

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

## **ARTICLE 20 – EDUCATION AND TRAINING,**

20.01 To further the training of Union members, the Employer agrees to pay three-tenths of one percent (0.3%) of gross wages in to the Union's Education and Training Fund, to a maximum of two thousand dollars (\$2,000.00) per contract year per location. The training funds shall be remitted in accordance with the timelines stipulated for Union dues.

## **ARTICLE 21 – PUBLICATION**

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

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

22.01 **INFORMAL PROCEDURE** – As an informal step, an employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom he/she reports. At his/her option, the employee may be accompanied by a Steward.

22.02 The parties to this Agreement recognize the Stewards, and the CLAC Representative specified in Article 4, as the agents through whom employees shall process their grievances and receive settlement thereof.

22.03 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.

22.04 A “Policy Grievance” is defined as one that 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 23, 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.

22.05 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 grieves shall be listed on the grievance form.

22.06 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 (7<sup>th</sup>) workday following the day upon which the grievance is submitted and will notify the griever 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 following the said meeting.

## **ARTICLE 23 – ARBITRATION**

- 23.01 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.
- 23.02 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.
- 23.03 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.
- 23.04 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.05 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.
- 23.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 23.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of the mailing shall be deemed to be the date of service.
- 23.08 It is agreed that the 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.
- 23.09 Where the Arbitrator is of 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, in the opinion of the Arbitrator, is just and equitable.
- 23.10 The parties will equally bear the expense of the Arbitrator.
- 23.11 The Arbitrator shall be empowered to render his/her decision or interpretation of this Agreement.

#### **ARTICLE 24 – DISCHARGE, SUSPENSION, AND WARNING**

- 24.01 a) When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the Employer to a Steward and to the CLAC union office. Prior to issuing such a reprimand, the Employer or Department Supervisor shall inform the employee of his/he right not to be reprimanded until a Steward or CLAC Representative can be present. The Employer agrees to commit to the principles of progressive discipline.

- b) Notwithstanding Article 24.01(a), it is understood that probationary employees may be terminated at the Employer's discretion. The Employer agrees that such terminations will not be discriminatory or in bad faith.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

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

25.02 If, after meeting in accordance with Article 24.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the Collective Agreement.

25.03 Regular employees with three (3) or more years 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' pay.

## **ARTICLE 26 – GENERAL**

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

**ARTICLE 27 – DURATION**

27.01 This agreement shall be effective from the first (1<sup>st</sup>) day of September, two thousand seven (2007) and shall remain in effect to and including the thirty-first (31<sup>st</sup>) day of August, two thousand eleven (2011), and for further periods of one (1) year unless either party gives written notice 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.

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

DATED at Vancouver, B.C., this 24<sup>th</sup> day of December, 2007.

**SIGNED** on behalf of  
**VANCOUVER ISLAND HOME  
HEALTH SERVICES LABOUR  
RELATIONS ASSOCIATION**

doing business as  
We Care – Victoria,  
We Care – Duncan, and  
We Care – Nanaimo



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

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



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

## SCHEDULE 'A' - WE CARE--NANAIMO

### CLASSIFICATIONS & HOURLY RATES

<b>Homemaker 1</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	11.00	11.22	11.44	11.67
2	2000 +	11.75	11.99	12.22	12.47
3	4000 +	12.50	12.75	13.00	13.27

<b>Homemaker 2</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	12.00	12.24	12.48	12.73
2	2000 +	13.00	13.26	13.53	13.80
3	4000 +	13.50	13.77	14.05	14.33

<b>Nursing Aide</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	13.00	13.26	13.52	13.80
2	2000 +	14.00	14.28	14.57	14.86
3	4000 +	15.00	15.30	15.61	15.92

<b>LPN</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	21.00	21.42	21.85	22.29
2	2000 +	21.50	21.93	22.37	22.82
3	4000 +	22.00	22.44	22.89	23.35

1. **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 – four (4) hours of which an employee may be away from the premises but remains on call;
- Benefits shall accrue based on ten (10) hours per day;
- Employees will not be scheduled to perform live-in work unless they indicate to the Employer in writing their willingness to do so.

2. **Travel Expenses**

- a) Employees working two (2) hours or three (3) hours will be paid fifteen (15) minutes at the end of that shift as travel time.
- b) Employees will receive thirty-five cents (\$0.35) per kilometer for travel out of assigned boundaries and for errands for the employer or clients.
- c) Should an employee be required to travel out of bounds to service a client, all travel time outside the bounds shall be paid at the hourly rate

## SCHEDULE 'B' - WE CARE--VICTORIA

### CLASSIFICATIONS & HOURLY RATES

<b>Homemaker 1/Companion</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	12.00	12.24	12.48	12.73
2	2000 +	12.75	13.01	13.27	13.53
3	4000 +	13.50	13.77	14.05	14.33

<b>Homemaker 2</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	12.50	12.75	13.01	13.27
2	2000 +	13.25	13.52	13.79	14.06
3	4000+	14.00	14.28	14.57	14.86

<b>Nursing Aide</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	15.50	15.81	16.13	16.45
2	2000 +	16.00	16.32	16.65	16.98
3	4000 +	16.25	16.58	16.91	17.24

<b>LPN</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	21.88	21.88	21.88	21.88
2	2000 +	23.13	23.13	23.13	23.13
3	4000 +	23.75	23.75	23.75	23.75

1. **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;
- Twelve (12) hours on call at two dollars (\$2.00) per hour;
- Two (2) hours break;
- Employees who are asked or choose to remain in the home for their client's wellbeing will be paid at the appropriate rate for their classification for the two-(2) hour break period;
- Benefits shall accrue based on ten (10) hours per day;
- Employees will not be scheduled to perform live-in work unless they indicate to the Employer in writing their willingness to do so.

2. **Travel Expenses**

- a) Transportation/errand fee when doing errands for the employer or client as well as travel out of bounds shall be at the rate of thirty-five cents (\$0.35) per kilometer.
- b) Flat travel fee of one dollar (\$1.00) for travel between clients.
- c) Should an employee be required to travel out of bounds to service a client, all travel time outside the bounds shall be paid at the hourly rate.

## SCHEDULE 'C' - WE CARE--DUNCAN

### CLASSIFICATIONS & HOURLY RATES

<b>Homemaker 1</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	11.00	11.22	11.44	11.67
2	2000 +	11.75	11.99	12.22	12.47
3	4000 +	12.50	12.75	13.00	13.27

<b>Homemaker 2</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	12.00	12.24	12.48	12.73
2	2000 +	13.00	13.26	13.53	13.80
3	4000 +	13.50	13.77	14.05	14.33

<b>Nursing Aide ***</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	13.00	13.26	13.52	13.80
2	2000 +	14.00	14.28	14.57	14.86
3	4000 +	15.00	15.30	15.61	15.92

<b>LPN ***</b>					
<b>Pay Level</b>	<b>Hours</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>	<b>Sept 1/10</b>
1	0-2000	21.00	21.42	21.85	22.29
2	2000 +	21.50	21.93	22.37	22.82
3	4000 +	22.00	22.44	22.89	23.35

\*\*\*Nursing Aides and LPNs currently being paid above these rates shall be red circled until the rates above catch up with their rates, at which time they shall be paid as per the above schedule.

1. **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 – four (4) hours of which an employee may be away from the premises but remains on call;
- Benefits shall accrue based on ten (10) hours per day;
- Employees will not be scheduled to perform live-in work unless they indicate to the Employer in writing their willingness to do so.

2. **Travel Expenses**

- a) Employees working two (2) hours or three (3) hours will be paid fifteen (15) minutes at the end of that shift as travel time.
- b) Employees will receive thirty-five cents (\$0.35) per kilometer for travel out of assigned boundaries and for errands for the Employer or client.
- c) Should an employee be required to travel out of bounds to service a client, all travel time outside the bounds shall be paid at the hourly rate.

## **SCHEDULE 'D'**

### **OUTLINE OF INSURANCE PLAN COVERAGE – SERVICE PLAN**

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

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available;
  - basic services: 80% up to \$2,000.00 per person annually
  - comprehensive: 50% up to \$2,000.00 per person annually
  - orthodontic: 50% up to \$3,000.00 lifetime maximum  
per child under 19;
- prescription drug plan (with drug card) for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$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.

## **SCHEDULE 'E'**

### **CONSCIENTIOUS OBJECTOR STATUS**

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

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

## Benefit Plan F.A.Q.'s

1. Where is the CLAC office located?  
*See back cover.*
2. Is there a website?  
*Yes, [www.clac.ca](http://www.clac.ca)*
3. How do I enrol in the Benefit Plan?  
*Fill out the application form (part of the new employee package you received when you began your employment), and submit it to your local union office or directly to the CLAC Western Benefit Office, 14920 118 Ave., Edmonton, AB T5V 1B8*
4. How do I make a claim?  
*Fill out the right form. Send it, with accompanying receipts, to Sun Life Assurance Company of Canada, PO Box 2880 Stn Main, Edmonton, AB T5J 4S6 or to the CLAC Western Benefit Office (address above) who will forward the claim to Sun Life.*
5. Where do I obtain claim forms?  
*Claim forms for dental, extended health (drugs, eye glasses, etc.) can be downloaded from the CLAC website: [www.clac.ca](http://www.clac.ca), click on benefits, click on Western Benefits, click on forms. For Weekly Indemnity or Long Term Disability claims, call or e-mail the Western Benefit Office or your local union office.*

6. Are there time limits on submitting benefit claims?  
**Yes.**
- ***For dental, extended health (drugs, glasses, etc.) time limits are as shown on the claim form (currently 180 days after the end of the year in which the expense was incurred).***
  - ***For Weekly Indemnity – 30 days***
  - ***For Long Term Disability – 60 days***
7. How do I contact Sun Life about the status of my claims?  
***Contact Sun Life at 1.800.661.7334***
8. Is there an Employee and Family Assistance Program (EFAP) included in the Benefit Plan?  
***Yes. Call HumanaCare at 1.800.661.8193.***
9. What is covered in the EFAP?  
***Counselling services for issues relating to marriage, relationships, family, finances, substance use/abuse, stress, depression, work/life balance, etc.***
10. What would cause delays in processing my claim?
- a. application form - not signed, and/or not dated, and/or no beneficiary noted***
  - b. claim form incomplete***
  - c. missing receipts***