

COLLECTIVE AGREEMENT

BETWEEN

**COLDSTREAM MEADOWS PROPERTY
MANAGEMENT LTD.**

AND

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

March 1, 2007 – February 28, 2010

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COLLECTIVE AGREEMENT

Between **COLDSTREAM MEADOWS PROPERTY MANAGEMENT LTD.**
(hereinafter referred to as “the Employer”
or “the Company”)

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

March 1, 2007 - February 28, 2010

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 the promotion, transfer, layoff and recall of employee
 - d) establish a just and prompt procedure for the disposition of grievances; and,
 - e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and

achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

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 the certification issued by the B.C. Labour Relations Board, namely “employees at and from 9104 Mackie Drive, Vernon, BC” except those excluded by the Code.
- 2.02 This Agreement covers all employees of the Employer in the province of British Columbia.
- 2.03 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 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 between the parties.

ARTICLE 3 – SCOPE

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the 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.

3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement, and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.

3.05 Definitions

- a) *A regular full-time employee* is a permanent employee who works full time, an average of forty (40) hours per week, on a regularly scheduled basis.
- b) *A regular part-time employee* is a permanent employee who works less than forty (40) but more than twenty-four (24) regularly scheduled hours per week.
- c) *Casual employees* are those who are employed less than twenty-four (24) regularly scheduled hours per work, in work that is not of a continuous nature including coverage for vacations, short term illness or injury, or temporary work which is created by a special project or contract.

d) *Employees hired under a special grant*, such as summer students, shall be excluded from this Agreement. Said employees shall not displace or reduce the hours of work of employees in the bargaining unit.

3.06 In the event that there is a conflict between the contents of this Agreement and any personnel regulation or policy made by the Employer or on behalf of the Employer, this Agreement shall take precedence over the said policy.

3.07 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.

3.08 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in the following instances:

- a) emergency, training, instructional, or evaluation purposes;
- b) to substitute for employees on vacation or short-term illness or injury;
- c) notwithstanding a) and b), this article does not prohibit the owners or directors of the Company and/or members of the immediate family of the owners or directors of the Company from performing work that they have historically performed, as long as this does not result in the layoff or reduction of hours of bargaining unit members.

3.09 The following shall not be considered bargaining unit work:

- a) improvements/renovations to the buildings;

- b) equipment repairs;
- c) the operation of equipment not associated with the daily operation and core services of the Company;
- d) any work associated with the Company's land or chapel.

3.10 The Employer agrees not to contract out bargaining unit work except where the Employer does not have, or cannot reasonably acquire, the required skills or equipment, or in emergency situations where client care needs are at risk.

ARTICLE 4 – UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

4.02 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.

4.03 The Union has the right to appoint or elect one (1) Steward and one (1) alternate for every twenty-five (25) employees per worksite. The Union shall supply the Employer with the names of its officers. The duties of the Steward may include:

- a) investigation of complaints of an urgent nature;
- b) investigation of grievances and assisting in the preparing and presenting a grievance in accordance with Article 22;

- c) supervision of ballot boxes and other related functions during ratification votes involving the Employer; and
- d) attending meetings called by management.

- 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 the permission of his/her Manager before leaving her work to perform her duties as a Steward. Such permission shall not be unreasonably withheld.
- 4.05 The Union has the right to appoint or elect up to two (2) bargaining unit members to a Negotiating Committee. Members of the Negotiating Committee may attend scheduled negotiations which take place during their regularly scheduled hours of work without loss of pay. The Employer and the Union shall jointly bear this cost. Reasonable attempts will be made to schedule negotiations when employees on the Negotiating Committee are not scheduled to work.
- 4.06 The Employer shall provide sufficient bulletin board facilities at mutually agreed locations for the exclusive use of the Union.
- 4.07 CLAC representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 4.08 A joint Union-Management Committee shall meet for the purpose of discussing matters of mutual concern and related to the good relations between the Union and the Employer. The Committee shall be organized as follows;

- a) The Committee shall be comprised of two (2) representatives appointed from the Union and two (2) representatives appointed from Management.
- b) The Chair of the Committee shall alternate between Management and the Union.
- c) The Committee shall meet no less than every three (3) months, unless mutually agreed otherwise.
- d) Employees in attendance shall not suffer loss of wages or benefits.
- e) Minutes from the meetings shall be distributed to both the Union and the Employer. The minutes shall not be distributed until there is mutual agreement regarding their contents.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) to maintain order, discipline, and efficiency;
- c) to hire, direct, transfer, promote, layoff, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article?

5.02 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.

- 5.03 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.

ARTICLE 6 - DUES DEDUCTION

- 6.01 The Employer is authorized to and shall deduct 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.
- 6.02 The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the Constitution. The Union will advise the Employer in writing of the amount of its regular monthly dues or assessments.
- 6.03 The total amount deducted will be mailed to the Union's regional office not later than twenty-eight (28) days after the date of deduction, together with an itemized list of the employees for whom the deductions are made and the monthly amount deducted for each.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 7.01 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations. The name, social insurance number, address, phone number, date of hire and classification of new employees shall be provided to the Union once monthly.

- a) 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 deducted.
- b) New employees will be hired on 500 hour probationary period and thereafter shall attain regular employment status. Upon completion of the probationary period, an employee's seniority shall be calculated retroactive to include hours worked.
- c) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer.
- d) A probationary employee will be interviewed by his/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.
- e) On or before the end of an employee's probationary period, the Employer will:
 - i) confirm in writing that he/she has successfully completed the probationary period; or
 - ii) dismiss the employee.

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

- 7.03 Employees on probation are covered by this Agreement, except those provisions that specifically exclude probationary employees.
- 7.04 The Union agrees that it will make membership in the union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the union.
- 7.05 Neither the Employer nor the Union will compel employees to join the union. The Employer 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. Notwithstanding this, it is understood that all employees in the Bargaining Unit are covered by the collective agreement, whether or not they join the union.
- 7.06 An employee must make every reasonable effort to give the Employer two (2) weeks' written notice of his/her intention to resign.

ARTICLE 8 - SENIORITY

- 8.01 Seniority for all employees will be based on the number of hours accumulated with the Employer and is applied across the bargaining unit and shall be used for the purposes of, vacation entitlement, job postings, and layoff and recall.
- 8.02 The seniority list shall be posted at each worksite in January and July of each year. 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.

- 8.03 An employee shall lose seniority as of the end of the shift on the last day worked, and his/her employment shall be deemed terminated in the event that:
- a) the employee is discharged and the discharge is not reversed through the grievance procedure;
 - b) the employee voluntarily resigns his/her employment or abandons his/her position;
 - c) the employee has one (1) year or more seniority and has been laid off for more than twelve (12) consecutive months;
 - d) the employee has less than one (1) year seniority and has been laid off for more than six (6) consecutive months;
 - e) the employee, upon recall from layoff, fails to return to work within seven (7) days of recall if unemployed;
 - f) the employee, upon recall from layoff, fails to return to work within fourteen (14) days of recall if employed.
- 8.04 Employees who accept a managerial appointment on a temporary basis outside the bargaining unit and who return to a bargaining unit position within one (1) year shall not lose any seniority and will continue to accumulate seniority.
- a) Employees who return to the bargaining unit after more than one (1) year shall return with only their seniority earned while employed as a bargaining unit member.
- 8.05 Accrual of seniority and other benefits shall cease at the end of the month in which a leave of absence commences. This shall apply to all leaves of absence in excess of one (1) month except if the leave is for legitimate health reasons caused by sickness,

accident covered by Workers' Compensation, maternity/paternity leave, or medical reasons, in which event seniority shall accrue for a maximum of one (1) year.

ARTICLE 9 - LAY-OFFS AND RECALL

9.01 In the case of layoffs, the Employer shall give recognition to the seniority of each employee as the continued proper performance of the work permits, that is, layoffs shall be done in reverse order of seniority.

- a) Employees shall be given notice, in the event of a layoff, in accordance with the *Employment Standards Act* of British Columbia.
- b) 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.

9.02 An employee laid off as a result of the Employer's accommodation of a shortage of work in accordance with Article 9.01(a), may bump a junior employee, provided he/she is able, qualified and has demonstrated his/her suitability 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.

- a) Employees eligible to bump may bump employees in an equal job category where the employee is able, qualified and has demonstrated his/her suitability to perform the work.
- b) Employees can exercise their seniority with respect to bumping rights within the entire bargaining unit.

9.03 Employees shall be called to work in order of seniority, subject to their ability to do the work. 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 as per 8.04 e) and f).

ARTICLE 10 - JOB CLASSIFICATION AND RATES OF PAY

- 10.01 Employees shall be classified by relevant experience and paid in accordance with Schedule "A" which is attached to this Collective Agreement and forms a part of it.
- 10.02 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.
- 10.03 Where the significant changes to an existing job classification 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. The wage rate shall be considered agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.
- 10.04 Wages shall be paid every two (2) weeks, on Fridays. Employees shall be required to receive payment of wages by direct deposit. The distribution of pay stubs shall be done in such a manner that the details of the pay cheque shall be confidential.
- 10.05 When an employee is "called in" on the same day after having left the premises, he/she shall receive a minimum of four (4) hours' pay at the appropriate rate. If an employee is called one (1) hour or more before he/she is scheduled to report for work and is informed that he/she is not to report for work, then the provisions of this Article shall not apply.

10.06 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his/her control, shall be entitled to the following minimum pay:

- a) four (4) hours at the regular rate if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control, but in no case less than two (2) hours, or
- b) two (2) hours at the regular rate if the employee has not yet started to work.

10.07 Staff meetings attendance indicated as mandatory by the Employer 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. Unless otherwise required by the Employer, employees shall not be called in specifically to attend a staff meeting.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Whenever the term "day" is used throughout this Agreement shall mean calendar day unless specifically noted differently, as the Employer operates on a twenty-four (24) hour, seven (7) days per week basis

11.02 The straight-time hours of work, exclusive of unpaid meal periods, shall be eight (8) hours per day or ten (10) hours per day, and forty (40) hours per week for a regular full-time employee.

11.03 Work Scheduling

- a) The Employer shall establish all shifts in a manner which is as fair and equitable as possible.

- b) Shift hours may change for bona fide operational reasons and with reasonable notice.
- c) With the approval of the Employer, employees may exchange shifts provided that, whenever possible, sufficient advance written notice is given to the 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 Employer shall post work schedules for no less than a four (4) week period at least one (1) week prior to the effective date of the schedule.

11.04 Breaks

- a) Employees working in excess of five (5) hours shall be entitled to an unpaid meal break of thirty (30) minutes.
- b) Employees shall be entitled to a paid coffee break of fifteen (15) minutes as follows:
 - i) During shifts of five (5) hours or less the employee will be entitled to one (1) break.
 - ii) During shifts in excess of five (5) hours the employee will be entitled to two (2) breaks.
- c) Employees who are entitled to a meal break during their shift will receive lunch or supper at no charge during the regular meal times and in the Company's dining room.

11.05 Overtime

- a) Definitions
 - i) "Overtime" means work performed in excess of the normal daily full shift hours or weekly full shift hours as outlined in Article 11.02.
 - 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) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that in emergency situations or unforeseen circumstances prior authorization may not be possible.
- c) Overtime worked shall be compensated at the following rate:
 - i) time and one-half (1½) for the first three (3) hours worked in excess of eight (8) in a day and an average 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 (1½) for the first one (1) hour worked in excess of ten (10) in a day and an average of forty (40) in a week;
 - iii) double (2) time for all hours worked in excess of (i) and (ii).

- d) An employee may request to receive equivalent compensatory time off in lieu of overtime pay. Time off shall be scheduled at a mutually agreeable time. If the time off cannot be scheduled within ninety (90) days, the overtime shall be paid.
- e) All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except in the event of an emergency.

11.06 Call-ins

- a) Each resource will maintain a call-in list of casual employees. The Employer will call in qualified employees able to do the work in order of seniority, within the framework of the employees' expressed availability.
- b) Employees who are not working full time and who want to be considered for call-ins shall so indicate to the Manager, and shall be placed on the call-in list in order of seniority.
- c) Hours that become available on a temporary and short-term basis, shall be offered to the most senior qualified, able and available employee on the call-in list. If the hours are declined, the employer shall contact the second most senior qualified, able and available employee on the list and will continue to go to the next most senior person until the shift or hours have been successfully awarded.
- d) In the event that the available hours must be worked within the next 24 hour period, the employer shall offer the work in accordance with Article 12.03, but will not be required to leave a message and wait for a response. In such case the

employer will work down the call-in list and offer the work to the first person who responds to the offer.

- e) In the event that the awarding of additional hours would create an overtime liability for the Employer, the employee who would be eligible for overtime pay may be bypassed and the hours offer to the next most senior person on the list, unless all available employees are eligible for overtime rates of pay, in which case the employee shall not be bypassed.
- f) The employer shall keep a log of the order in which the employees were offered the additional work. Each telephone call shall be recorded, and marked as “contact made”, “no answer”, “accepted” or “declined”.

ARTICLE 12 - VACANCIES AND JOB POSTINGS

12.01 It shall be the practice of the Employer to maximize the number of full-time positions. To promote the evolution of part-time positions into full-time positions, the Employer agrees to the following:

- a) Blocks of permanent hours that become available shall be offered to part-time employees within the same classification in accordance with 12.03. Hours added to a position shall belong to that position.
- b) Hours added to a part-time employee of a different classification are deemed to have been added on a temporary basis only.
- c) The Employer reserves the right to divide up available hours within operational needs so as to avoid overtime entitlements and scheduling requirements.

12.02 Vacancies Requiring a Job Posting

- a) A vacancy which requires a job posting occurs when:
 - i) the Employer requires staff for a new worksite;
 - ii) the Employer requires additional staff at an existing worksite;
 - iii) an employee permanently leaves her position;
 - iv) an employee is going to be absent from her position for a period greater than two (2) calendar months;
- b) A one (1) time increase or decrease of up to eight (8) or ten (10) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.
- c) The Employer may fill a vacancy temporarily at its discretion pending the completion of the job posting process.

12.03 Employees applying for job postings shall be considered in the following order of preference, subject to the limitation outlined in Article 12.04:

- a) Postings shall be awarded to the most senior applicant who is able, qualified and has demonstrated his/her suitability for the posted job.
- b) Employees on layoff status who are qualified and suitable to fill the vacancy subject to the criteria outlined in Article 9.02;
- c) All other applicants shall be considered by the Employer at the Employer's discretion.

d) 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.

12.04 The Employer shall post the vacancy including the following information; job title, worksite, qualifications, hours of work, and wage range at the Employer's office and all worksites for a period of two (2) weeks.

12.05 Employees who successfully post into a regular vacancy may be precluded from making further application for job postings for a period of six (6) months.

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

12.07 The Employer may delay the implementation of an awarded posting if the successful applicant cannot leave his/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 his/her current position.

12.08 The successful applicant to a regular job vacancy shall be placed on a trial period of up to five hundred (500) 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.

- 12.09 If an employee applies for a position in another classification, they shall be paid at a rate commensurate with their relevant experience.
- 12.10 In the event of an Employer-initiated transfer within the bargaining unit, the employee shall not suffer a reduction in pay nor will he/she re-serve a probationary period. Where a person does not meet the conditions of a trial period (as per Article 12.08), he/she will return to his/her former position without loss of pay or seniority. Employees shall not be required to accept a transfer outside the bargaining unit.

ARTICLE 13 - ANNUAL VACATIONS

- 13.01 Vacation entitlements will be computed on the basis of each employee's anniversary date of employment.
- 13.02 Regular full-time and part-time employees, other than casual employees, shall be credited for and granted vacations earned on the following basis:
- a) After one (1) year of employment, two (2) weeks' vacation with vacation pay at four percent (4%);
 - b) After five (5) years of employment, three (3) weeks' vacation with vacation pay at six percent (6%).
 - c) After twelve (12) years of employment, four (4) weeks' vacation with vacation pay at eight percent (8%).
- 13.03 Casual employees will receive vacation pay as per the Employment Standards Act.

13.04 Vacation Schedule

- a) A blank vacation schedule will be circulated no later than February 15th. Employees can use their seniority to select vacations up to March 15th, which is the cut-off date. The completed schedule will be posted March 31st. Employees shall not be required to select their holidays for the entire year. Any vacation request made after the March 15 cut-off date shall be considered on a first come first served basis.
- b) Up to five (5) vacation days may be carried over into the next vacation year. Additional days may be carried over with the approval of the Employer. All requests shall be given due consideration.
- c) In the event that a vacation block becomes vacant or a vacation block is added following the posting, seniority rights will apply.
- d) The vacation schedule, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

ARTICLE 14 - PAID HOLIDAYS

14.01 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.

- 14.02 If a statutory holiday occurs on a non-working day, the employee shall be entitled to a holiday on a regular day with pay. This day is to be scheduled by the Manager in consultation with the employee concerned and should be taken within three (3) months of the statutory or general holiday. If a consensus cannot be reached, the Manager will schedule the day.
- 14.03 An employee who is given a day off on a statutory holiday or instead of a statutory holiday must be paid the following amount for the day off:
- a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, pay shall be the same amount as if the employee had worked regular hours on the day off;
 - b) for an employee who does not have a regular schedule of hours and who has worked at least fifteen (15) of the last thirty (30) days before a statutory holiday, pay shall be determined by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;
 - c) for an employee who has worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, pay shall be determined by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).
- 14.04 An employee who works on a statutory holiday must be paid for that day:
- a) at the rate of one and one half (1½) times the employee's regular wage for the time worked up to eleven(11) hours; and

- b) double (2x) the employee's regular wage for any time worked over eleven (11) hours; and
- c) the Employer must give the employee a working day off with pay to be taken at a time determined by mutual agreement.

14.05 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 15 - LEAVES OF ABSENCE

15.01 Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days' written notice, except in emergency situations, for the purposes listed below. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within two (2) weeks of the request. Permission for such leave(s) shall not be unreasonably withheld, subject to operational requirements:

- a) for elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- b) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- c) for employees called to appear as witnesses before an arbitrator or the Labour Relations Board of B.C. provided the dispute involves the Employer; or
- d) for employees elected to full-time Union positions not to exceed two (2) years.

15.02 Employees may request an unpaid leave of absence. Requests for such leave will be made in writing. At least fourteen (14) days' notice shall be given, except for emergency situations.

15.03 Sick Leave

- a) Regular full time and part time employees shall receive one (1) sick day credits per six month period. Employees who cannot report for work due to illness may use their sick day credits and shall not suffer wage loss for the day. The Employer may require a doctor's note as proof of illness. This note shall be of a general nature, stating that the employee is unable to work due to illness or injury.
- b) Sick leave credits remaining at the end of each year shall be accrued up to a maximum of five (5) days.
- c) Sick days may be redeemed in one-quarter (1/4) day intervals subject to management approval.
- d) Casual, and probationary employees do not qualify for the above sick leave.
- e) Sick leave pay shall be computed on the basis of regularly scheduled hours lost due to illness.

15.04 Sick leave may be denied unless the employee advises the Employer prior to the start of his/her shift of his/her inability to report to work because of illness or injury, the general nature of the illness or injury, and the probable date of his/her return to work.

15.05 Employees who are absent from work because of illness may be required to contact the Employer on a regular basis regarding the

status of their condition and/or the anticipated date of return to work. Employees who have been absent from work due to illness or injury for an extended period of time must provide sufficient notice to the Employer prior to their return to work.

15.06 Bereavement Leave

- a) In the event of a death in the immediate family, as defined by the Employment Standards Act of British Columbia (ESA), the employee affected shall be granted bereavement leave in accordance with the provisions of the ESA.
- b) Two (2) days of said leave shall be with pay and two (2) additional unpaid days shall be made available upon request. Such permission shall not be unreasonably withheld.

15.07 Jury-Duty – Employees are entitled to leaves for jury duty or court appearances in accordance with the provisions of the Employment Standards Act of British Columbia.

15.08 Maternity/parental/adoption leave-of-absence without pay will be governed by the relevant provisions of the Employment Standards Act of British Columbia.

15.09 Benefits will be paid for the balance of the month in which a leave commences. Employees may elect to maintain their own benefits, but this will be at no cost to the Employer.

ARTICLE 16 - GENERAL CONDITIONS

16.01 Kitchen and housekeeping staff who are required to wear aprons in their work shall be provided with the same free of charge.

- 16.02 All staff who are required to wear a uniform shall receive two (2) uniforms at the commencement of employment and one (1) new uniform per year after completing one (1) year of employment.
- 16.03 The Employer shall at all times maintain ample supplies of latex gloves and other safety and hygiene related articles necessary for the delivery of personal care.
- 16.04 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 17 - HEALTH AND SAFETY

- 17.01 The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- 17.02 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 will 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 will suffer no loss of pay.

- c) The recommendations of the Safety Committees will be forwarded to the Employer without delay.
- d) The Employer will acknowledge, in writing, receipt of the recommendations of the Safety Committees, a copy of which will be faxed to the Union office.

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

ARTICLE 18 - DISCHARGE, SUSPENSION, AND WARNING

18.01 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.

18.02 Disciplinary measures should be applied uniformly and be appropriate to their cause and to the principles of progressive discipline. Except in cases of gross misconduct, discharge for just cause will be preceded in a progressive manner, namely bona fide efforts to counsel or coach, verbal warnings, written warnings, and suspensions, which shall be documented.

18.03 Verbal and written warnings need to be clearly communicated to the affected employee, citing the nature of the warning, the behaviour in need of correction, means for receiving correction, and the consequence associated with not making a bona fide effort to address the behaviour in question. Prior to issuing such a reprimand, the Employer or Supervisor will inform the employee of her right not to be reprimanded until a Steward or CLAC Representative can be present.

18.04 Copies of written warnings, letters of reprimand and other notices of discipline shall be forwarded in a timely manner to a Steward and the Union office. Such warnings shall become a matter of the employee's record for a period of twelve (12) months from the date the warning was issued, provided there have been no further infractions.

18.05 Evaluation Reports

- a) 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 upon receipt of the appraisal. An employee, upon request, shall receive a copy of the appraisal at the time of signing. All final employee appraisals shall form part of the employee's permanent record.
- b) If the employee disagrees with the contents of the appraisal, he/she may submit a grievance to the Employer within seven (7) days of the date on which the employee signed the appraisal form. If after seven (7) days a grievance is not received, the appraisal shall become a permanent part of the employee's record.

18.06 Personnel File

- a) 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, in order to facilitate the investigation of a grievance. The employee, or his/her designate, shall give the Employer a minimum of one (1) day's notice, prior to having access to such file.

b) With notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept.

18.07 An employee who fails to report for duty for two (2) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity, within five (5) calendar days, to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 19 - HEALTH AND WELFARE PLAN

19.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay seventy-three (\$73) dollars toward 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. An outline on the Plan is listed in Schedule "B".

19.02 Regular full-time and part-time employees will be eligible for coverage under the Health and Welfare Plan.

19.03 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 19.01.

19.04 Coverage for employees entitled to coverage will 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 19.01 thereafter.

- 19.05 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.
- 19.06 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 will be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.
- 19.07 The Union has no obligation to provide the insurance coverages 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.

ARTICLE 20 - RETIREMENT FUNDS

- 20.01 The Employer agrees to match contributions made by each employee to the RSP administered by the CLAC Health and Welfare Trust Fund up to one percent (1%) of gross wages.
- 20.02 Employees may request to change the level of their contribution in March and October of each year.

20.03 Contributions to the employees' RSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

ARTICLE 21 - EDUCATION, TRAINING, & PUBLICATION

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

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

ARTICLE 22 - GRIEVANCE PROCEDURE

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

22.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

22.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.

22.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than ten (10) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

22.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 23, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.

22.07 Step 1

A grievance shall be submitted in writing to the Employer within ten (10) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within ten (10) days of the day on which the grievance is submitted.

22.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within ten (10) days of the decision under Step 1 or within

ten (10) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within seven (7) days after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

- 22.09 Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail or by facsimile. 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.
- 22.10 The Employer agrees that after the grievance procedure has been initiated, the Employer's representative will 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.
- 22.11 An employee may be suspended or discharged for just cause by the Employer. Within seven days following the suspension or discharge, the employee involved may request an interview with the Employer concerning the reason leading to the suspension or discharge. The employee will be represented by a Steward or Union Representative at this meeting, unless he/she declines such representation. Within seven (7) days following the interview, the Union may process the complaint at Step 2 of the grievance procedure.

22.12 The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

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.

23.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within thirty (30) days after receiving the decision given at Step 2 of the Grievance Procedure, or thirty (30) days of the day this decision should have been made.

23.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) 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 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 an Arbitrator.

23.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.

23.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

- 23.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 23.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.
- 23.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.11 The parties will equally bear the expense of the Arbitrator.
- 23.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

- 24.01 The term of this Agreement shall be from the first (1st) day of March, two thousand seven (2007) to the twenty-eighth (28th) day of February, two thousand ten (2010).
- 24.02 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 will not take strike/lock out action until mediation procedures have been exhausted.

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

SIGNED at Coldstream, British Columbia, this _____ day of _____, 2007.

SIGNED on behalf of
**COLDSTREAM MEADOWS
PROPERTY MANAGEMENT
LTD.**

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

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

as of March 1, 2007

<u>CLASSIFICATIONS</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	<u>Level V</u>
	500- 2499	2500- 4999	5000- 7499	7500- 10000	<u>10000+</u>
Resident Services					
Food Services	\$12.10	\$12.46	\$12.84	\$13.22	13.62
Housekeeping	\$12.10	\$12.46	\$12.84	\$13.22	13.62
Building Services	\$12.10	\$12.46	\$12.84	\$13.22	13.62
Activity Services	\$12.10	\$12.46	\$12.84	\$13.22	13.62
Night Services	\$12.10	\$12.46	\$12.84	\$13.22	13.62
Activity Coordinator	\$13.40	\$13.80	\$14.22	\$14.64	\$15.08
Building Coordinator	\$13.40	\$13.80	\$14.22	\$14.64	\$15.08
Wellness Coordinator	\$17.77	\$18.30	\$18.85	\$19.42	\$20.00
Care Aide	\$16.15	\$16.63	\$17.13	\$17.65	\$18.18
Driver	\$13.40	\$13.80	\$14.22	\$14.64	\$15.08
Cook	\$13.40	\$13.80	\$14.22	\$14.64	\$15.08
Cook(red seal)	\$16.15	\$16.63	\$17.13	\$17.65	\$18.18
Head Cook (red seal)	\$17.77	\$18.30	\$18.85	\$19.42	\$20.00

Probationary employees shall be paid at ninety percent (90%) of the Level 1 rate for their classification.

SCHEDULE “B”

OUTLINE OF INSURANCE 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 \$2000 per person annually
 - Comprehensive: 50% up to \$2000 per person annually
 - Orthodontic: 50% up to \$3000 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter. Includes DRUG CARD.
- optical insurance for employee and family;
 - under 21: \$300 per year
 - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings to a maximum of \$465.00 per week. Weekly benefits payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of sickness for a maximum of one hundred nineteen (119) days (1/14/119);
- long term disability insurance with sixty percent (60%) of earnings, to a maximum of \$2,000.00 per month, payable after one hundred twenty (120) days until age 65 (120/65).

SCHEDULE “C”

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
3. How do I enroll 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 CLAC 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 the CLAC Benefit Office, 14920 118 Ave., Edmonton, Alberta T5V 1B8
5. Where do I obtain claim form?
Claim forms for dental, extended health (drugs, eye glasses, etc.) can be downloaded from the CLAC website: 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 Benefit Office or your local union office.
6. Can I send my claim directly to Sun Life?
No. It must go through CLAC's Benefit Office.

7. Are there time limits on applications for benefits?
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***
8. Can I contact Sun Life directly?
Yes, BUT ONLY after a claim is in process can you call for an update directly to Sun Life at 1.800.661.7334, instead of phoning the CLAC Western Benefit Office.
9. Is there an Employee and Family Assistance Program (E.F.A.P.) in the Benefit Plan?
Yes. Call 1.800.661.8193.
10. What is covered in the E.F.A.P.?
Counselling services for issues relating to marriage, relationships, family, finances, substance use/abuse, stress, depression, work/life balance, etc.
11. 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 or missing receipts***
 - c. claim form sent to the wrong place, i.e. insurance company instead of CLAC Benefit Office.***

RSP Questions

1. Where do my RSP monies end up?
At Group Retirement Services.
2. How can I contact them?
You can contact them by phone at 1.800.724.3402 or via their website, www.grsaccess.com .
3. How is my account established?
Your account is opened once the CLAC Benefit Office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.
4. When is my account registered?
Your account is registered once Group Retirement Services receives your completed application form (included in your new employee package). Registration of the account enables Group Retirement Services to issue a receipt for income tax purposes at the end of the year.