

**COLLECTIVE AGREEMENT**

**between the**

**514965 B.C. Ltd. (We Care Home Health Services)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from August 24, 2016 to August 23, 2019**

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**ARTICLE 1 - PREAMBLE****1.1 Purpose of Agreement**

It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith, to recognize the respective rights, responsibilities and functions of the parties. The parties shall administer all terms and conditions contained herein and achieve a relationship for their mutual well-being.

**1.2 Singular or Plural or Gender**

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

**ARTICLE 2 - RECOGNITION OF THE UNION****2.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union is the exclusive bargaining agent of all the employees in the bargaining unit.

**2.2 Bargaining Unit Defined**

This agreement covers all employees in the bargaining unit as established in the certificate issued by the BC Labour Relations Board dated June 13, 2016, except those excluded by the BC *Labour Code*.

**2.3 No Other Agreement/Rule of Order**

In the event that there is a conflict between the contents of this agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule of order.

**2.4 No Alteration of Agreement**

There shall be no revision, amendment or alteration of this agreement, except by mutual agreement in writing of the parties.

**2.5 Authorized Agent**

The Employer agrees that the President of the B.C. Government and Service Employees' Union appointed representative is authorized to act on behalf of the Union for the purpose of administering and negotiating the terms and conditions of this agreement.

**2.6 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any clause in this agreement, shall be forwarded to the President of the Union or their designate.

## **2.7 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which is in conflict with the terms of this agreement.

## **2.8 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of their membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of BC.

## **2.9 Right to Refuse to Cross Picket Lines**

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## **2.10 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select six stewards to represent employees. The number of stewards may be changed by mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or their alternate shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

Stewards will not deal with union business, including grievances, at or from a client's home.

Where an employee is called to a disciplinary meeting, a steward shall be present. Upon request, the employee and the steward shall be granted up to 10 minutes to discuss issues related to the discipline prior to the meeting with the Employer.

## **2.11 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

**2.12 Badges, Insignia and Lanyards**

- (a) A union member shall have the right to wear a union pin, badge or lanyard displaying the recognized insignia of the Union.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*".

**2.13 Unpaid Leave - Union Business**

(a) Leave of absence without pay and without loss of seniority shall be granted within five days of the written request notice for the purposes listed below. In requesting such leaves of absence, the Union will give the Employer 14 days' written notice. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC or the Human Rights Tribunal, provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining.

(b) When on leave of absence without pay, the leave shall be given with pay and the Union shall reimburse the Employer for salary, benefit, RRSP, prorated sick leave credits and prorated vacation costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence and the intent is not to disadvantage employees while utilizing this leave. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacation entitlement, increments and promotions.

(c) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods. Such requests shall be made in writing. Employees granted such leave of absence shall retain all rights and privileges with no loss of seniority accumulated prior to obtaining such leave. Long-term leave of absence without pay and without loss of seniority shall be granted:

- (1) for employees selected for a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year.

Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacation, increments and promotions.



## **2.14 Technical information**

The Employer agrees to provide the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

Employees covered by the Union's labour relations board certification are required to become members of the Union as a condition of employment.

## **ARTICLE 4 - CHECK-OFF OF UNION DUES**

### **4.1**

(a) The Employer shall, as a condition of employment, deduct from the regular wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(d) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this agreement.

(e) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1<sup>st</sup> of the succeeding year.

(f) A report of employees who cease employment will be provided to the Union on a semi-annual basis.

(g) In consideration of the deducting of initiation fees the union dues by the Employer, the Union agrees to indemnify the Employer and save harmless against any claims or liabilities arising or resulting from the operation of this article.

#### **ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off. The Employer agrees that a union steward will be given an opportunity within regular working hours, without loss of pay, for 15 minutes some time during the orientation meeting to meet new employee(s), provide the employee(s) with a copy of the collective agreement, advise them of the name and phone number of their stewards. The Employer will notify the steward on a rotational basis, a minimum of one business day before a new employee orientation meeting is to take place.

#### **ARTICLE 6 - EMPLOYER RIGHTS**

##### **6.1 Employer Rights**

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

- (a) manage the enterprise, including the scheduling of work and the control of materials and equipment;
- (b) maintain order, discipline and efficiency;
- (c) hire, direct, transfer, promote, lay off, discipline 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 there has been discipline or discharged without just cause will be subject to the grievance procedure.

##### **6.2 Right to Hire New Employees**

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 employees available who are not maximizing their weekly hours, subject to their availability.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Representation**

The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers, and similarly, the Employer shall supply the Union with the names of the Employer's designate with whom the Union may be required to transact business.

### **7.2 Union Bargaining Committee**

- (a) A union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit.
- (b) Leave of absence to attend the first five days of negotiations shall be employer-paid.
- (c) Leave of absence to attend additional negotiation sessions shall be administered in accordance with Clause 2.13.

### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice to the Employer's designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) Union representatives shall, after notifying management in advance, have the right to use available office space for the confidential investigation of grievances or general discussion with bargaining unit members.

### **7.4 Joint Labour/Management Committee**

- (a) The parties agree to establish a joint committee composed of three employees appointed by the Union and three representatives of the Employer.
- (b) The joint committee shall meet quarterly, or by mutual agreement of the parties, at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the committee. Employees attending joint committee meetings outside of their regular hours of work will be paid at straight-time for all hours spent attending such meetings.
- (c) An employer representative and a union representative shall alternate as chairperson over the meetings.
- (d) The committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement and grievances. The committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

The parties will alternate the recording of the minutes.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this agreement.

### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the human resources or employer designate. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and their employer designate in accordance with Step 1 of the grievance procedure.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4 (Step 2), must do so not later than 14 days after the date on which they first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the designated supervisor through the union steward.
- (b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### **8.5 Time Limit to Reply at Step 2**

The employer designate to handle grievances at Step 2 shall reply in writing to an employee's grievance within 14 days of receiving the grievance at Step 2.

### **8.6 Step 3**

The President of the Union or their designate may advance a grievance at Step 3 within:

- (a) 14 days after the decision has been conveyed to them by the employer designate to handle grievances at Step 2; or
- (b) 14 days after the employer's reply was due.

### **8.7 Time Limit to Reply at Step 3**

The employer designate to handle grievances at Step 3 shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3.

**8.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9 - Arbitration, the President or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

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

**8.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by receipt requested email with confirmation.
- (b) Grievances, replies and notification shall be deemed to be received on the day it was sent.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

**8.10 Time Limits**

If the President of the Union or their designate, an employee, or an employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

**8.11 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives 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.

**8.12 Policy Grievances**

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer's designate or the Union within 14 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 - Arbitration of this agreement.

**8.13 Dismissal or Suspension**

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Employer's designate commencing at Step 3 within 14 days of the employee receiving notice of dismissal or suspension.

**ARTICLE 9 - ARBITRATION****9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party

within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **9.2 Assignment of Arbitrator**

When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single arbitrator within 14 calendar days of notification.

### **9.3 Decision of the Arbitrator**

The decision of the single Arbitrator shall be final, binding, and enforceable on the parties. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. No person may be appointed as arbitrator who has been involved in an attempt to mediate or settle the agreement without the mutual agreement of the parties.

The Arbitrator shall have the power to render her decision or interpretation consistent with the terms of the collective agreement.

Where the Arbitrator determines there is proper cause for disciplining an employee, but considers the penalty imposed too severe the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator is just and equitable.

### **9.4 Expenses of Arbitration**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

### **9.5 Expedited Arbitration**

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) as the process is intended to be informal, only employees of the B.C. Government and Service Employees' Union or employees of We Care Home Health Services may present the grievance to the Arbitrator;
- (d) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (e) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (f) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (g) the parties shall equally share the costs of the fees and expenses of the Arbitrator;

(h) the expedited Arbitrator, who shall act as a sole arbitrator, shall be selected by mutually agreement of the parties.

It is agreed that arbitration decisions made under this provision will not be appealed.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1**

(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 union office. Prior to issuing such a reprimand, the Employer or department supervisor shall inform the employee of her right not to be reprimanded until a steward or union representative can be present. The Employer agrees to commit to the principles of progressive discipline.

(b) Notwithstanding Clause 10.1(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, arbitrary or in bad faith.

### **10.2 Evaluation Reports**

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 form a part of an employee's record for any disciplinary purposes.

### **10.3 Personnel File**

(a) Employees shall have access to their personal file during regular office hours upon giving the Employer reasonable notice of this request and a time for review that will not disrupt the flow of work. An employer representative and/or a steward may be present when the employee examines the file.

(b) Upon request of the employee all record of any disciplinary action by the Employer will be removed from the employee's file and destroyed 18 months after the date of the incident, provided that no further disciplinary action has occurred in the intervening months. The 18-month period is extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of vacation and maternity leave.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority**

(a) Seniority is the ranking of employees in accordance with their most recent date of hire and is applied across the bargaining unit.

(b) New employees shall be placed on the applicable seniority list when they have successfully completed the probationary period, with credit given for time already served.

### **11.2 Seniority Lists**

Seniority lists shall be maintained at all times by the Employer. The Union shall be sent a copy of the seniority list in accordance with Clause 11.1(b) to permit inspection and to allow the Union to ascertain

the seniority status of an employee within its jurisdiction. The Employer shall also post and email to all employees a seniority list in January, April, July and October on the union bulletin board. For privacy reasons, this list shall only include an employee's first name, classification, geographic area of work, the employee's date of hire and total hours.

### **11.3 Loss of Seniority**

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

- (a) voluntarily terminates 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 12 consecutive months;
- (d) does not report for work for three consecutive days without satisfactory reason.

### **11.4 Seniority Rights**

Seniority rights shall remain frozen for three months while an employee who has voluntarily terminated her employment, works at another We Care location in a bargaining unit position.

## **ARTICLE 12 - LAYOFF AND RECALL**

When the Employer deems it necessary to reduce the workforce, he shall inform the Union on the need for layoffs providing the names of affected employees and the date of layoff. When a reduction of the workforce is required, the order of layoff shall be determined by seniority, provided the remaining employees are, in the opinion of the Employer, able to perform the remaining work subject to application of the *Human Rights Code* of BC.

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

The Employer shall give at least two 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 weeks' notice to allow the Employer to hire an adequate replacement.

Regular employees with three years of service or more are entitled, upon dismissal, except where terminated for cause, to severance pay of one week's pay for each year of service to a maximum of eight weeks' pay.

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 workdays after the layoff or termination took place.

Any employee laid off and recalled for work must return within five workdays when unemployed after being recalled, unless she has a justifiable reason for her failure to return. Failure to return to work as agreed may be a just cause for termination.

Any employee laid off and recalled for work must return within two weeks when employed elsewhere after being recalled, unless she has a justifiable reason for her failure to return. Failure to return to work as agreed may be a just cause for termination.

## **ARTICLE 13 - JURY DUTY**

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 months, during the leave.



**ARTICLE 14 - EDUCATION, TRAINING AND PUBLICATION****14.1**

- (a) The Employer agrees to pay three cents per hour for all hours worked by all employees to the BCGEU to a maximum of \$3,000 per year.
- (b) This fund will be used to pay the full cost of training, including Food Safe and First Aid (CPR or Occupational First Aid Level 1) for all union members.

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

**ARTICLE 15 - INSURANCE AND BENEFITS****15.1**

In order to protect employees and their families from the financial hazards of illness and accidents, the Employer agrees to pay:

- (a) 100% of the premium cost of the Health and Welfare Plan, administered by BCGEU hired prior to May 21, 2015.
- (b) For employees hired after May 21, 2015 the Employer will pay 90% of the premium cost and the employee will pay 10%.

An outline of the Plan is listed in Schedule B. Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.

- (c) The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and the classification of each new employee shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

**15.2**

- (a) Employees are eligible to receive coverage on the first day of the month following completion of 1500 hours if they have an average of 20 hours per week or more over a 26-week period. At that time, the Employer shall remit two months' premiums to commence coverage and shall continue to submit as per Clause 8.04 thereafter. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- (b) To maintain benefits an employee must work an average of 20 hours per week within a 12-week window.
- (c) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements 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.

**15.3**

In the event of sickness of injury, the Employer shall continue with their contribution to provide coverage to the end of the month following the month in which the sickness of injury occurred. The employee shall have the ability to self-pay the entire premium thereafter.

**15.4**

The Employer shall provide employees with the required forms for benefits before they attain 1250 hours.

**ARTICLE 16 - RETIREMENT SAVINGS PLAN****16.1**

The Employer agrees to make contributions on behalf of employees toward the group RSP administered by the BCGEU as follows:

- (a) Employees with more than 1500 hours of service - 1.5% of gross wages;
- (b) Employees with more than 3000 hours service - 2% of gross wages.

The Employer shall remit these funds monthly to the Union for the appropriate deposit. Contributions to the employees' RSP, administered by the BCGEU, shall be made in accordance with Clause 4.1(c), with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

**16.2**

The Employer shall provide employees with the required forms for RSP contributions before they attain 1250 hours.

**16.3**

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

**ARTICLE 17 - LEAVES OF ABSENCE****17.1**

Employees may make written application for leaves of absence without pay provided such application is provided with one month's notice. 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.

Medical leaves shall be granted upon receipt of a doctor's or specialist's opinion, for the duration indicated by the health professional involved.

**17.2**

If the employee furnishes false information regarding sick leave or a leave of absence, he or she will be subject to discipline.

**17.3**

In the event of death in an employee's immediate family (spouse, parent, sister, brother, child, mother-in-law, father-in-law, or grandparent), the employee shall be entitled to be absent from work five

days with three days paid. 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 weeks of the funeral.

Employees will be compensated for these days in the same manner as they are for statutory holidays as outlined in Clauses 22.1 and 22.3.

#### **17.4**

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.

#### **17.5**

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.

#### **17.6**

Employees shall be granted parental and/or pregnancy leave upon written request as per the *Employment Standards Act* and compassionate leave to care for a gravely ill or dying family member upon written request as per the *Employment Insurance Act* without loss of seniority.

### **ARTICLE 18 - SAFETY, HEALTH AND WORKERS COMPENSATION**

#### **18.1**

The parties agree to maintain the highest standard of safety, health, sanitation and working conditions throughout the Employer's operation. If the Union or the Employer feels these standards are being compromised, either party may initiate the formation of a Safety Committee.

#### **18.2**

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 representatives to a Safety Committee. An alternate will be chosen to serve in the absence of either of the two 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 and vice versa.
- (c) The Safety Committee shall meet at least once every three 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 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 workdays upon 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 Clause 18.2(d).

**18.3**

The Employer or other professional staff will screen and assess all potential clients prior to assigning an employee to the client. The results will be communicated to employees prior to their first visit.

**18.4 Benefits While on Compensation**

Regular employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on an unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) Seniority shall continue to accrue
- (b) Health and Welfare will continue to apply as if the employee were at work for the first 20 working days on the claim.

**18.5 Employee to Contact Employer**

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

**ARTICLE 19 - PROBATION**

New employees will be hired on a three-month or 60 working day 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 up to 20 working days. Notwithstanding the foregoing, the probation period shall not exceed six months in any case.

**ARTICLE 20 - SCHEDULING, HOURS OF WORK, AND OVERTIME****20.1**

- (a) The Union recognizes the unique nature of the home care services sector and the need to maximize client satisfaction and continuity of care as an integral aspect of the success of the enterprise. The Employer recognizes the need to maximize predictability and certainty in the scheduling of hours.
- (b) To that end, the Employer agrees to consult employees in developing the work schedule. Senior employees with the requisite qualifications, skill, training/education and ability shall be offered up to 40 hours per week, as hours become available subject to the employee's availability and hourly and daily restrictions and preferences.
- (c) Senior employees who have not restricted their availability shall not receive fewer hours than junior employees where ability and suitability are relatively equal.

- (d) 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.
- (e) In order to provide services to new clients, the Employer may hire new employees if no existing employees are available to work the additional hours. The Employer will make all reasonable efforts to match new clients to existing employees first.
- (f) Senior employees not maximizing hours may assume hours from junior employees where continuity of care is not an issue. Hours that have already been scheduled and sent out as of Monday will not be affected.
- (g) Senior employees who have lost client hours shall be matched up with other clients as soon as possible in a manner that will not impede client service.
- (h) Student nurse care aides will only be assigned to regular employees where said employees have given their consent.

## 20.2

- (a) For the purposes of this agreement, ability shall be determined considering the employee's physical ability to provide appropriate client care. To determine an employee's physical ability, the Employer may require a physician's statement.
- (b) For the purposes of this agreement, suitability shall be determined considering client preferences for a specified caregiver or for a caregiver of the same gender, and considering the language and cultural needs of the client.

## 20.3

For the purposes of Clause 20.1(b) availability shall be determined using the following factors:

- (a) Five day workweek - Employees will select two full days per week in which the Employer will not schedule them for work. Employees can choose to work six days in order to maximize weekly hours;
- (b) Geography - Employees will only be scheduled for work in the geographical region(s) in which they indicate their availability. The geographical regions are: Mission, Abbotsford, Chilliwack, East of Chilliwack, Langley (including City of Langley and Township of Langley), and Maple Ridge (including Pitt Meadows). The Employer will notify the Union and employees of any new geographical region(s) where employees could be scheduled to work;
- (c) Daily and hourly restrictions - Employees will indicate which days and which times during their workdays they are not available and they will not be scheduled during these times;
- (d) Daily and hourly preferences - Employees will indicate which days and which times during their workdays they prefer to work, and every effort will be made to schedule them during this time;
- (e) Split shifts - In accordance with the *Employment Standards Act*, employees will complete their shift assignments within 12 hours of starting work;
- (f) Time between shifts - The Employer must ensure that each employee has at least 10 hours free from work between each shift worked. Employees may choose to have as few as eight hours between shifts in order to maximize their weekly hours;
- (g) Minimum hours - Employees will be offered assignments totaling at least four hours in any one day unless they advise the Employer they wish to work for less than four hours;

- (h) Minimum length of assignments - Every attempt will be made to schedule assignments in blocks of at least four hours that do not impede client service, unless employees advise the Employer they wish to work in blocks of less than four hours;
- (i) 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 continue to be paid at their higher classification rate.

If there is an emergency situation, the above factors may be disregarded.

#### 20.4

The more seniority an employee has, the more the following should hold true wherever possible:

- (a) desired hours are maximized (up to 40 hours in a week);
- (b) hours are maximized in five days;
- (c) preferred hours and/or days are scheduled;
- (d) consecutive hours of shift assignments of at least four hours in total;
- (e) time off between shifts in a day is minimized;
- (f) time off between shifts on consecutive days is maximized;
- (g) higher paid classifications are assigned;
- (h) total unpaid travel time is minimized.

#### 20.5

(a) Hours of work will be averaged over a two week period for the purposes of calculating overtime. Employees working in excess of 80 hours during the two week cycle shall be entitled to one and one-half times their regular rate of pay. The Employer shall ensure that the employee has at least eight hours free from work between each shift, and for each week of the cycle the employee has a break of at least 32 hours free from work.

#### (b) *Scheduled Shift with Unscheduled Overtime*

Where an employee is working a scheduled shift and the Employer asks the employee to work overtime beyond eight regular hours, such overtime is payable at one and one-half times the employee's regular rate of pay up to 12 hours and double-time thereafter.

- (c) When a statutory holiday occurs during the workweek, any hours worked in excess of 32 hours will be considered overtime and will be compensated accordingly.
- (d) Live-in work does not qualify for overtime under this article.
- (e) Employees may refuse overtime without being subject to discipline, except in emergency situations.

#### 20.6

Provided there is 24 hours' advance notice to the Employer, employees have the right to refuse shifts longer than eight hours without being subject to discipline.

#### 20.7

In the development of the work schedule, the Employer will be guided by the principle of continuity of care, subject to the criteria of availability in Clause 20.3.

**20.8**

Shift cancellations shall be governed by the following terms and conditions:

- (a) In the event of an assignment cancellation with less than 24 hours' notice, the Employer agrees to make every effort to provide equivalent hours to the affected employee;
- (b) Where no equivalent hours are available, the Employer agrees to pay the employee for the cancelled hours where such hours are billable to the client;
- (c) In the event the employee reports for work and learns that the assignment was cancelled, or the employee does not receive access to the client's residence for any reason provided that a reasonable attempt was made by the employee, the Employer agrees to pay the employee for the cancelled assignment hours up to a maximum of four hours, or for assignment hours in excess of four hours where such hours are billable to the client;
- (d) In the event the employee has commenced work and the client cancels the remainder of the assignment, the employee shall be paid for the entire assignment.

**20.9**

Except in the case of illness or injury, an employee must give the Employer 72 hours' notice to cancel an accepted scheduled assignment. This notice must be given in writing or through a phone call to a supervisor or designate. Approval of such a request will be subject to operational requirements.

**20.10**

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 hours for any of the cancelled hours.

**20.11**

Employees will submit their availability on approved forms at the point of hire and thereafter may amend their availability on December 1<sup>st</sup> (for January - March), March 1<sup>st</sup> (for April - June), June 1<sup>st</sup> (for July - September), and September 1<sup>st</sup> (for October - December) of each year. If availability is not submitted by the date listed, the employee's availability is assumed to remain the same as the previous quarter.

Employees will select weekend days (Saturdays and/or Sundays) that they will be available to work as per the following schedule:

- (a) up to 1,500 hours' service – four weekend days per month;
- (b) 1,500 to 3,000 hours' service – three weekend days per month;
- (c) 3,000 to 6,000 hours' service – two weekend days per month;
- (d) over 6,000 hours' service – weekend work is at the employee's discretion.

Employees hired prior to August 24, 2001 will maintain their previous arrangements regarding weekend work.

Employees who have not submitted their availability sheet as per Clause 20.11 in the collective agreement, will be scheduled for work as per their last availability calendar on file.

Employees hired specifically for weekend/night/evening work, will be exempt from the provisions of Clause 20.11 (a). After they have worked 1,500 hours the provisions outlined in Clauses 20.11 (b), (c) and (d) will apply.

**20.12**

Employees paid for short notice cancellations must be available for any work as per Clause 20.3 during those hours previously assigned. Employees will be paid the same rate as the cancelled shift.

**20.13 Assignment Sheets and Care Plans**

Employees will be sent their assignment sheets by email on Monday for the following Wednesday to Tuesday. Schedules will not be sent out more than once weekly. Additional changes shall be discussed directly with employees. Employees have the option to not accept changes outside their originally assigned hours when 72 hours' notice is not given. Care plans shall be issued with each new client or if there is a change in services. Care plans shall detail the appropriate classification for each client.

When an employee is scheduled to work a weekend, the employee must be available to meet this commitment. The employee must be available to pick up short notice requests for that particular weekend if their availability calendar shows them as available.

**20.14**

Employees will work as per the start and end times and dates assigned for each client. Employees are to direct any requests for time/date changes to the coordinator or designate and are not to make changes directly with the clients.

**ARTICLE 21 - VACATIONS****21.1 Vacation Entitlement**

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

- (a) from 0 to 1 year of service .....vacation pay at 4% of gross earnings;
- (b) after 1 years' service .....10 working days' vacation, with pay at 4% of gross earnings;
- (c) after 4 years' service .....15 working days' vacation based on 6% of gross earnings;
- (d) after 8 years' service .....20 working days' vacation based on 8% of gross earnings;
- (e) after 15 years' service .....25 working days based on 10% of gross earnings.

**21.2 Vacation Pay**

Vacation pay shall be paid biweekly unless employees individually request the Employer to bank earned vacation pay. In the event that the Employer is authorized to bank earned vacation pay, it shall be distributed only:

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

The percentage at which vacation pay is calculated will be available upon request.

**21.3 Vacation Scheduling**

The Employer shall post blank vacation schedules before the 1<sup>st</sup> of January of each year. Employees shall enter first preference by March 1<sup>st</sup>, with the requested vacation to be confirmed by the Employer no later



than April 1<sup>st</sup> in each year. The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply. Individual requests in other times will be made in writing and confirmed no later than three weeks after the request is made. Subject to the operational requirements of the Employer such requests shall be granted on a first-come-first-served basis.

#### **21.4 Calculating Years of Service for Vacation**

The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one continuous year of employment:

- (a) absence on Workers' Compensation, provided the employee has returned to her employment;
- (b) absence due to illness, provided the employee has returned to her employment;
- (c) any layoff where seniority is retained.

### **ARTICLE 22 - HOLIDAYS AND SICK DAYS**

#### **22.1**

The Employer agrees to pay all regular employees who have been employed by the Employer for a minimum of 30 days at regular rates based on their daily average over the previous four weeks for the following 11 holidays:

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

The above calculation shall be based on a maximum five day workweek.

Any additional statutory holidays declared by either the federal or provincial government shall be covered by the provisions of this article.

#### **22.2**

Employees will earn sick hours, with pay based on the hours scheduled for that day.

- (a) after successful completion of probation - eight sick hours;
- (b) after two years of service - 24 sick hours;
- (c) after three years of service - 40 sick hours.

Sick leave for employees is credited on an employee's anniversary date of each year of service. Sick leave credits cannot be carried over from year to year. Employees may be required to provide proof of sickness after two consecutive days of illness. If less than two hours' notice of sickness is given by the employee, the Employer may request proof of illness regardless of length of illness.

Upon request, Human Resources will notify employees of their available sick leave credits.

#### **22.3**

Employees who average less than 20 hours per week over the previous 30 days shall be paid as follows for all holidays noted in Clause 22.1:

Amount paid in wages an employee earned for hours worked in the previous 30 days (including vacation time and statutory holidays) Divided by total number of days an employee worked within that 30 days' period.

#### **22.4**

If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his normal wage for that day if the employee is entitled to a statutory holiday as per Clause 22.1. If an employee works on one of the paid holidays, with the exception of Christmas Day or Good Friday, she shall be paid one and one-half times the regular hourly rate for all hours worked in addition to the statutory holiday pay, and may request another day off within four weeks of the actual holiday date. Such requests will not be unreasonably denied. If an employee works on Christmas Day or Good Friday, she shall be paid two times the regular rate for all hours worked.

#### **22.5 Statutory Holiday Pay**

Statutory holiday pay will be issued as per Clause 22.1 during the pay period the holiday occurs. In the event a statutory 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 weeks of the actual holiday.

### **ARTICLE 23 - TECHNOLOGICAL CHANGE**

#### **23.1**

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: the Employer shall give notice to the Union at least 60 days before the date on which the measure, policy, practice or change is to be affected, and;

- (a) 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: consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
- (b) human resources planning and employee counselling and retraining;
- (c) notice of termination;
- (d) severance pay and other benefits; and
- (e) a bipartite process for overseeing the implementation of the adjustment plan.

#### **23.2**

If, after meeting in accordance with Clause 23.1(a), the parties have agreed to an adjustment plan, it is enforced as if it were part of the collective agreement.

#### **23.3**

A regular employee with 4,500 hours or more service, whose employment is terminated because of technological change or automation, shall be entitled to severance pay of one week's pay at their regular straight-time rate for each 1,500 hours of employment with the Employer, to a maximum of eight weeks.

## ARTICLE 24 - CONTRACTING OUT

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.

## ARTICLE 25 - JOB CLASSIFICATIONS AND RATES OF PAY

### 25.1 Rates of Pay

Employees shall be classified and paid in accordance with Schedule A that is attached to this collective agreement and forms a part of it.

### 25.2 Career Service Criteria

The Employer may grant a new employee credit for relevant career service and place her above the start rate for the classification if the following criteria are met:

- (a) the employee has a minimum of two years of relevant experience; and
- (b) the Employer notifies the Union in writing. This notification shall include the experience the employee is given credit for and the level at which she is placed.

For every two years of work experience the Employer will credit the employee with one step on the grid. No new employee shall be placed at the last step on the grid.

### 25.3 Salary Level Classification Increase

Movement between the classification salary levels shown in Schedule A is based on working 1,000 hours from the date the employee started employment or attained the previous step increase.

### 25.4 Paycheques

Wages shall be paid biweekly. Paycheques shall identify the following:

- (a) the classification(s) worked with corresponding rates and total hours. Classifications shall correspond to those listed in Schedule A;
- (b) total RSP earned that paycheque period and the year-to-date total;
- (c) total overtime earned that paycheque period, total remaining, and at what rate it was earned;
- (d) total vacation pay earned year-to-date;
- (e) BCGEU union dues deductions; and
- (f) LTD and life insurance taxable benefits.

### 25.5 Committee Appointments

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.

## 25.6 Travel Expense

Driving to the first client of the day and from the last client of the day will be considered a commute and therefore is not compensable. Travel between scheduled clients is compensable.

### (a) *Travel time*

(1) Employees will leave clients 10 to 15 minutes before the end of the scheduled hours to accommodate travel time in those cases where clients are booked back to back. Compensation will be for the hours scheduled.

(2) In cases where clients require the full scheduled hours of service/care, employees will be scheduled with 15 to 30 minutes between clients and will be compensated at the prorated hourly rate.

### (b) *Straight mileage compensation between clients and for client-related travel*

(1) Employees shall be compensated by the Employer for each kilometre between clients and for pre-approved appointments and outings with clients at a rate of 49¢ per kilometre.

(2) Employees are responsible for recording their travel expense allotment via email as per their Employer's instructions. Travel expense allotments must be claimed during the current pay period.

## 25.7 Tolls

(a) The Employer agrees to reimburse employees for all bridge tolls for work-related travel, including the commute to and from work. The Employer will reimburse employees bridge tolls biweekly on their regular paycheque at the rate assigned to vehicles with a registered Treo account.

(b) It is the employee's responsibility to order and install the decal on their vehicle. It is also the employee's responsibility to pay their Treo, or bridge toll bill.

## ARTICLE 26 - NOTICE OF NEW AND CHANGED POSITIONS

### 26.1 Job Descriptions

The Employer agrees to supply the President of the Union or their designate with the job descriptions for those classifications in the bargaining unit.

### 26.2 New Classifications/Duties

#### (a) *Notice of New Positions*

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within 30 days of notification.

#### (b) *Notice of Changed Positions*

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

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

(c) *Classification dispute resolution mechanism for Clause 26.2(a) or (b)*

If the parties are unable to agree, the dispute concerning the rate may be submitted to arbitration as provided for in the collective agreement within 30 days of the meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with rates for the other classifications in the bargaining unit having regard to the requirements of such classification.

## ARTICLE 27 - GENERAL CONDITIONS

### 27.1 Employer Property

Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

### 27.2 Copies of Agreement

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union shall print, in an agreed to format, and distribute sufficient copies of the agreement to employees on staff.

(b) The cost of the printed agreement and mailing costs shall be shared equally between the Employer and the Union.

## ARTICLE 28 - TERM OF AGREEMENT

### 28.1 Duration

This agreement shall be binding and remain in effect between August 24, 2016 to August 23, 2019.

### 28.2 Notice to Bargain

(a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after May 31, 2019, but in any event, no later than midnight on August 23, 2019.

(b) Where no notice is given by either party prior to August 23, 2019, both parties shall be deemed to have been given notice under this clause on August 23, 2019.

(c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the administrator.

### 28.3 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until such time as either party discontinues negotiations.

During the term of this collective agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

#### **28.4 No Lockout**

In accordance with section 57(2) of the *Labour Relations Code* of BC, it is understood that during the term of this agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

#### **28.5 No Strike, Work Stoppage or Slowdown**

In accordance with section 57(1) of the *Labour Relations Code* of BC, 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.

#### **28.6 Effective Date of Agreement**

The provisions of this agreement shall come into full force and effect on the date of ratification.

Effective date of language items shall be as of date of ratification.

### **ARTICLE 29 - LEGISLATIVE CHANGES**

#### **29.1 Future Legislation**

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 collective agreement, and where the change is not automatic, the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

#### **29.2 Employment Standards Act**

The parties agree that:

- Part 3, Wages, Special Clothing and 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* as amended from time-to-time by government, shall form part of this collective agreement, except those provisions specifically modified by this collective agreement.

#### **29.3 Government Legislation/Regulation**

Notwithstanding, Clause 29.1, should any government legislation or regulation vary conditions as defined in this collective agreement, such conditions, where more favourable, shall automatically apply.

#### **29.4 Omission of Existing Rights and Privileges**

It is agreed that the omission of specific mention in the collective 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 30 - UNION/EMPLOYER RELATIONS****30.1 Union Membership Preference**

The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to union members for employment, provided such applicants are suitable, in the Employer's opinion, to meet the requirements of the job.

**30.2 Employee Listings**

The Employer shall provide the Union with necessary information regarding hiring, layoffs, and terminations of bargaining unit members. The name, unique employee identification 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 January, April, July, and October of each year. It is the responsibility of each employee to notify the Employer in writing of any and all necessary status changes, and address and phone number changes.

**30.3 Employees on Probation**

Employees on probation are covered by the agreement, except those provisions that specifically exclude such employees.

**ARTICLE 31 - UNION REPRESENTATION****31.1 Employer Meetings**

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 union representative may attend such meetings.

**ARTICLE 32 - HARASSMENT****32.1 No Harassment/Bullying in the Workplace**

Neither the Employer nor the Union will tolerate verbal, physical or sexual harassment or bullying 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 collective agreement. Such complaint should be submitted in writing to the Employer within 30 days of the occurrence.

*Note: The above noted paragraph will be administered in a manner consistent with the Employer bullying and harassment policy provided to the Union on December 2, 2016.*

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Poonam Jassi  
Senior Director of Operations

\_\_\_\_\_  
Ellen Bellamy  
Bargaining Committee

\_\_\_\_\_  
Sara Colliss  
Employee & Labour Relations Manager

\_\_\_\_\_  
Michele Reade  
Bargaining Committee

\_\_\_\_\_  
Ryan Wood  
Consultant, Bass Associates

\_\_\_\_\_  
Deborah Lee  
Bargaining Committee

\_\_\_\_\_  
Kelli Glover  
Bargaining Committee

\_\_\_\_\_  
Gary Bennett  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**SCHEDULE A  
CLASSIFICATIONS AND HOURLY RATES**

**Effective August 24, 2016 (2.5%)**

Classification	1	2	3	4	5	6	7
RN	\$29.74	\$30.31	\$31.14	\$32.36	\$33.23	\$34.62	\$35.72
LPN	\$18.61	\$19.54	\$20.47	\$21.41	\$22.37	\$23.30	\$23.52
CA <sup>1</sup>	\$15.69	\$16.34	\$17.04	\$17.71	\$18.41	\$19.10	\$19.28
HSW II <sup>2</sup>	\$13.57	\$14.22	\$14.95	\$15.69	\$16.42	\$17.15	\$17.32
HSW I <sup>3</sup>	\$12.61	\$13.11	\$13.71	\$14.32	\$14.92	\$15.51	\$15.66

**Effective August 24, 2017 (1.5%)**

Classification	1	2	3	4	5	6	7
RN	\$30.18	\$30.76	\$31.61	\$32.84	\$33.73	\$35.14	\$36.26
LPN	\$18.89	\$19.83	\$20.78	\$21.73	\$22.70	\$23.65	\$23.88
CA <sup>1</sup>	\$15.93	\$16.58	\$17.29	\$17.98	\$18.69	\$19.38	\$19.57
HSW II <sup>2</sup>	\$13.77	\$14.43	\$15.18	\$15.93	\$16.67	\$17.41	\$17.58
HSW I <sup>3</sup>	\$12.80	\$13.31	\$13.92	\$14.53	\$15.15	\$15.74	\$15.90

**Effective August 24, 2018 (2.5%)**

Classification	1	2	3	4	5	6	7
RN	\$30.94	\$31.53	\$32.40	\$33.67	\$34.57	\$36.02	\$37.16
LPN	\$19.37	\$20.33	\$21.30	\$22.28	\$23.27	\$24.24	\$24.47
CA <sup>1</sup>	\$16.33	\$17.00	\$17.72	\$18.43	\$19.15	\$19.87	\$20.06
HSW II <sup>2</sup>	\$14.12	\$14.79	\$15.56	\$16.33	\$17.08	\$17.84	\$18.02
HSW I <sup>3</sup>	\$13.12	\$13.64	\$14.27	\$14.90	\$15.53	\$16.13	\$16.29

**\*\* RN** - minimum and maximum rates will be calculated at 85% of the minimum and maximum provincial collective agreement rates for Level One Nurses or the above rates, whichever is greater.

**Foot Care Rate**

Effective August 24, 2016 - \$24.05

Effective August 24 2017- \$24.41

Effective August 24, 2018 - \$25.02

If an employee's regular wage is greater than the Foot Care rate, they will receive their regular rate.

Employees who are receiving a special rate for unique clients will be red-circled for that client but will be placed on the appropriate level for all other clients.

**Working in Another Classification**

Employees will be scheduled to work in other classifications than what they were hired into only if they have indicated their availability to do such work and have the appropriate qualifications. Employees will

<sup>1</sup> CA – personal care including, homemaking when required.

<sup>2</sup> HSW II - general household management including light housekeeping duties, shopping, meal planning and preparation; support special needs adults, and basic childcare.

<sup>3</sup> HSW I - general household management including light housekeeping and laundry duties as well as companion care services.

continue to be paid at their current and higher classification rate, i.e., if a Care Aide does HSW-classified work, she will be paid at her usual Care Aide rate.

Student Nurses shall be eligible for CA positions in their first two years of study. After successful completion of their second year, they shall be eligible for LPN positions.

### **Live-Ins**

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

- 10 hours at the appropriate classification and rate
- 12 hours on call at \$1 per hour
- two hours off unpaid wherein employees are free to leave the workplace if they choose, paid if they choose not to leave
- employees must indicate whether they require relief when they are assigned the live-in shift
- if an employee must wake up to assist a client they will be paid one hour for each incident
- benefits and seniority shall accrue based on the number of actual hours paid per day

Employees will not be scheduled to perform live-in work unless they have indicated to the Employer in writing their willingness to do so.

### **Sleep-Overs**

Employees working sleep-over shifts shall be paid 75% of the appropriate classification and rate. If an employee must wake up more than two times during the shift, she shall be compensated at 100% of the appropriate classification and rate for the entire shift. A sleep-over shift will be between eight and 12 hours in length.

### **Education and Upgrading**

On required upgrading or education, the Employer will pay the full cost of courses, fees, and books and related expenses (if applicable) to the employee. The employee shall also be compensated at their regular hourly rate.

### **Uniforms**

The Employer will supply, at its own cost, two "*We Care*" uniforms or pieces of "*We Care*" clothing for all employees. Employees can purchase additional clothing at a reduced rate.

## **SCHEDULE B INSURANCE PLAN COVERAGE – SERVICE PLAN A**

(This Schedule does not form part of the collective agreement but is for information purposes only.)

- \$50,000 life insurance per employee under age 65; \$25,000 per employee between the ages of 65 and 75
- \$50,000 A.D. & D. per employee under 65; \$25,000 per employee between the ages of 65 and 75

- Dental plan at the latest fee schedule available:
  - Basic Services: 80% up to \$2,000 per person annually
  - Comprehensive: 50% up to \$2,000 per person annually
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter
- Optical insurance for employee and family:
  - under 21: \$300 per year
  - 21 and over: \$300 every two years
- Extended health coverage for employee and family
- Semi-private hospital coverage with no deductible for employee and family
- Long - term disability insurance with 60% of earnings, maximum of \$1,500 per month, payable after 119 days until age 65
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Ceridian LifeWorks

**MEMORANDUM OF UNDERSTANDING**  
**Re: Increased Funds from FHA – Wage Review**

The parties agree that should the Employer receive an increase in funding from Fraser Health Authority (FHA), the Employer and the Union agree to conduct a wage review within one months' time.

Any wage increases will be effective the date in which the new client rates takes effect.