

**COLLECTIVE AGREEMENT**

**between the**

**LIVING WELL HOME CARE SERVICES**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 2021 to March 31, 2023**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*common-law spouse*" means a person who has co-habited as a spousal partner with an employee for a period of not less than one year and the employee has signed a declaration or affidavit that they have been living in a common-law relationship with that person for at least 12 months.
- (2) "*Casual Employee - Community Health Worker*" means a community health worker who is employed in the following capacities:
  - (a) for relief purposes;
  - (b) temporary workload situations; or
  - (c) for ongoing unassigned hours not assigned to regular employees.
- (3) "*domestic or sexual violence*" - has the same meaning as provided in the *Employment Standards Act*.
- (4) "*immediate family*" means:
  - (a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee;
  - (b) the child or parent of an employee's spouse; and
  - (c) any person who lives with an employee as a member of the employee's family.
- (5) "*intimate partner*" has the same meaning as provided in the *Employment Standards Act*.
- (6) "*Regular Employee - Community Health Worker*" means one who has successfully bid into a regular position of 20 or more ongoing assigned hours per week pursuant to Article 12 - Job Posting, Hours of Work and Scheduling - Regular Status Community Health Workers. Regular employees shall be scheduled to work 40 hours or less per week on an ongoing basis. A regular employee is entitled to all the benefits of the collective agreement.
- (7) "*Regular Full-Time Office Employee*" means an employee who is appointed to a regularly scheduled position of 37.5 hours per week. A regular full-time employee is entitled to all of the benefits outlined in the agreement.
- (8) "*Regular Part-Time Office Employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work less than full-time. A regular part-time employee is entitled to all benefits outlined in the agreement.
- (9) "*Employer*" means Living Well Home Care Services.
- (10) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (11) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (12) "*Union*" means the B.C. General Employees' Union.

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

The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate

fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.

The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

- (a) the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) the Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 - Arbitration of the collective agreement.

### **1.3 Conflict with Rules**

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 or order.

### **1.4 Use of Feminine and Singular Terms**

Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

### **1.5 Human Rights Code - No Discrimination**

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

### **1.6 Respectful Workplace**

The Employer and the Union agree that all employees have the right to work in an environment free from harassment and sexual harassment. The parties agree to foster and promote such an environment.

To this end, the Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff outlining expectations and consequences of inappropriate behaviour. The policies will contain a complaint process, investigation process, a conclusion and an appeal process.

### **1.7 Harassment**

- (a) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (b) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serves no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, gender identity or



expression, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

(c) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

(d) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as establishing new policies, assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### **1.8 Sexual Harassment**

(a) The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not be, accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

(f) The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(g) Protection against sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

### **1.9 Procedure for Filing Complaints**

In the case of a complaint of harassment, discrimination or sexual harassment, the following shall apply:

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment must submit a complaint in writing within six months of the latest alleged occurrence directly to the

Executive Director or manager designated by the Employer to receive such complaints. Where the complaint is against the manager designated, it shall be submitted to the Executive Director.

- (b) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes harassment, and the remedy sought. Upon receipt of the complete written complaint, the employer designate shall notify in writing the respondent and designated union staff representative of the substance of the complaint within 15 days.
- (c) Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (d) The Employer's designate shall investigate the complaint and shall aim to submit their report to the Executive Director in writing within 30 days of receipt of the complaint. The Executive Director will take action to resolve the complaint within 10 days of receiving the report.
- (e) The Employer will advise the respondent, the complainant and the union staff representative in writing of the substance of the report and the resolution of the complaint.
- (f) Where both the complainant and the respondent are members of the Union, each shall be given the option of having a steward present at any meeting held pursuant to the above investigation. A single shop steward shall not represent both employees.
- (g) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.
- (h) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive, or vexatious.
- (i) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Act*.
- (j) A complaint of harassment, discrimination or sexual harassment shall not form the basis of a grievance. Disciplinary action taken pursuant to this clause shall not form the basis of a grievance.

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.1 Bargaining Unit Defined**

The bargaining unit shall include all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the *Labour Relations Code*.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by the certification.

### **2.3 Correspondence and Directives**

The Employer shall forward to the applicable Union designate a copy of:

- (a) Any directives circulated to employees pertaining to the interpretation or application of the agreement.

(b) Any correspondence to any employee pertaining to the interpretation or application of the agreement as it pertains to that employee.

#### **2.4 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 may conflict with the terms of this agreement.

#### **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

#### **2.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree to the number of stewards, taking into account operational requirements. The Union agrees to provide the Employer with a list of the employees designated as stewards.

Where an employee requests steward representation and the Union has determined an appropriate steward is unavailable, a union staff person or local union officer designated by the Union will represent the employee.

A steward must obtain the permission of the Employer before leaving their work for the time reasonably required to perform their duties as a steward. Leave for this purpose shall be without pay. Such permission will not be unreasonably withheld and further will be subject to client service needs. On resuming their normal duties, the steward shall notify their supervisor.

Where the steward's duties will unreasonably interfere with the proper operation of the Employer, such duties will be performed outside of normal working hours.

The duties of a steward will include:

- (a) investigation of complaints;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) attending meetings at the request of the Employer. Where the steward attends a meeting at the request of the Employer, and the meeting is outside the steward's scheduled hours, the steward shall be paid their regular straight-time rate of pay for time spent at the meeting. Every reasonable effort shall be made to schedule the meetings during the steward's normal working hours.

#### **2.7 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. The parties may, at the local level, mutually agree upon another method of notifying employees of union business.

**2.8 Union Insignia**

A union member shall have the right to wear a union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards for the Employer's places of operation, to be displayed on the premises at a mutually agreed location. Such cards will remain the property of the Union and shall be surrendered upon demand.

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

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. 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 Time Off For Union Business**

(a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations. The Union will provide a minimum of 14 days' advance notice of such leaves:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of 21 days per occurrence;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee.

(b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods of not less than 21 days unless this would unduly interrupt the operation of the department. Such requests shall be made with a minimum advance notice of two weeks in writing to minimize disruption of the agency. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave.

(c) When leave of absence without pay is granted pursuant to Part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 28 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. 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. The leave of absence shall be without loss of seniority.

This provision does not apply to employees on extended leaves of absence who are employed by the Union.

(d) Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involves the Employer. If the Union is calling the employee as a witness, it shall reimburse the Employer for the time spent on leave, in accordance with (c) above.

(e) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of 14 days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(f) The Employer shall grant, on request, leave of absence without pay:

- (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. General Employees' Union.

The Union will provide a minimum of 30 days' notice in writing of the above employees return to work to facilitate the establishment of an appropriate schedule for the returning employees.

### **ARTICLE 3 - UNION SECURITY**

#### **3.1 Membership**

All employees in the bargaining unit who, as of the date of certification, were members of the Union or thereafter became members of the Union, will as a condition of continued employment, maintain such membership.

All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership.

Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

### **ARTICLE 4 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

(a) At the time of hire new employees will be advised that a collective agreement is in effect and with the conditions of employment in the provisions dealing with union security and check-off and have new employees sign a union card. Signed union cards shall be forwarded to the Union.

(b) New employees shall also be provided with:

- (1) the name, location and work telephone number (if applicable) of the steward; and
- (2) an authorization form for union dues check-off.

(c) The steward shall be advised of the names of the new employees.

(d) The steward will be given an opportunity to meet with each new employee during the first 30 days of employment. The meeting with the steward shall take place during the group orientation. Such meetings shall not exceed 30 minutes. Stewards will be given at least 24 hours' notice of the meeting, and the steward shall be paid for 30 minutes at straight-time rate.

### **ARTICLE 5 - CHECK-OFF AND UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to 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 the following information for each employee:

- Employee surname and first name
- Employee number, if applicable
- Job classification
- Gross pay
- Dues amount deducted

(e) The above information may be supplied electronically, provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided electronically, it will be provided on hard copy.

(f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.

(g) All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

(h) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(i) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(j) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(k) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

## ARTICLE 6 - EMPLOYER'S RIGHTS

- (a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.
- (b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees by general distribution, provided such rules are not in conflict with this agreement.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

### 7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.2 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a union staff representative, or authorized alternate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice in writing to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.
- (d) The Employer agrees that access to its premises will be granted to union elected officers or other persons designated by the Union. The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

### 7.3 Technical Information

The Employer agrees to provide to 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.

### 7.4 Union/Management Committee

- (a) The parties agree to establish a union/management committee as governed by Section 53 of the *Labour Relations Code* composed of two union representatives and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives.

- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement.
- (f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to committee members.

### **7.5 Membership Information**

The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit on an annual basis. The parties recognize the confidentiality of the information contained in this list.

## **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;
- (c) where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

The procedure for resolving a grievance shall be the grievance procedure in this article.

### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have a 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, at Step 2 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:

- (a) thirty calendar days after the date on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) thirty calendar 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 (Time Limits to Present Initial Grievance), 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 employer designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

**8.5 Step 2 Meeting and Time Limit to Reply at Step 2**

Within 30 calendar days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The meeting may be waived by mutual agreement.

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 30 calendar days of the above meeting, or if the meeting is waived, within 30 calendar days of the date the parties agree to waive the meeting.

**8.6 Step 3**

The Union designate may present, or meet with the employer designate to discuss, the grievance and the proposed remedy at Step 3 within:

- (a) 30 days after the reply has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 30 days after the Employer's reply was due.

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

The employer designate handling grievances at Step 3 shall reply in writing to the grievance within 30 days of the presentation or meeting at Step 3.

**8.8 Time Limit to Submit at Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9 - Arbitration, the Union 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 registered mail, fax or email.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered only by written mutual consent of the parties.

**8.10 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within 30 days of the date upon which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

**8.11 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, employer 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.
- (b) 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.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

**8.12 Policy Grievance**

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, either party may submit a grievance in writing to the other party within 60 calendar days of either party becoming aware of the policy dispute. The employer designate shall meet the union designate to discuss the grievance within 30 calendar days of the submission of the grievance. Where no satisfactory agreement is reached, the dispute may be submitted to arbitration by either party within 30 calendar days of the meeting.

**8.13 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

**8.14 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the Union designate. Time limits and process are identical to a union grievance.

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

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitral, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party of its desire to submit the difference to arbitration within 30 calendar days of the receipt of the reply at the third step (reference Article 8.8 - Time Limit to Submit At Arbitration).

**9.2 Expedited Arbitration**

(a) All grievances shall be considered suitable for and resolved by expedited arbitration, except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions of 20 days or greater;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the agreement;
- (6) grievances requiring the presentation of extrinsic evidence; and
- (7) grievances where a party intends to raise a preliminary objection;
- (8) Despite the foregoing, by mutual agreement, a grievance falling into any of the above listed categories may be resolved by expedited arbitration.

(b) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list below:

- (1) Mark Brown
- (2) Stan Lanyon
- (3) Julie Nichols

The parties may also mutually agree to a different expedited arbitrator.

(c) The parties shall make every effort to make use of an agreed to statement of facts.

(d) The expedited arbitration process is intended to be informal.

(e) All presentations are to be short and concise and shall include a comprehensive opening statement, to be delivered at the commencement of the hearing, by both parties.

(f) The parties agree to minimize the use of witnesses and legal authorities during their opening statements, unless there are key facts in dispute or case law directly on point.

- (g) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.
- (h) The Arbitrator will render a decision within ten working days of the hearing concluding. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (i) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the parties in respect of any other matter other than further disciplinary action regarding the same employee. The expedited arbitrators will be advised of this article and to include these statements at the beginning of their decisions.
- (j) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (k) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (l) There will be no appeal of expedited arbitration awards.

### **9.3 Formal Arbitration**

- (a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration, either party may refer the grievance to the formal arbitration procedure as set out in this article.
- (b) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within two weeks, appoint an arbitrator by mutual agreement from the following list:
  - (1) Mark Brown
  - (2) Stan Lanyon
  - (3) Julie Nichols
- (c) The Arbitrator assigned may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

### **9.4 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

### **9.5 Cost Sharing**

Each party to the arbitration will be responsible for its own costs, and will share equally, the cost associated with the Arbitrator.

### **9.6 Amending Time Limits**

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

**ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE****10.1 Just Cause**

- (a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

**10.2 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 - Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the union designate within three business days of the action being taken.

**10.3 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee are:
  - (1) written censures;
  - (2) letters of reprimand; or
  - (3) adverse performance evaluations.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. In cases where disciplinary documents relate to client abuse, the disciplinary document shall remain on file indefinitely.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

**10.4 Performance Evaluations**

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review, sign, and return the evaluation.
- (b) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.

- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (d) An employee shall receive a copy of their evaluation at time of signing.
- (e) All performance evaluations shall be carried out in a confidential manner.

**10.5 Personnel File**

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept, in the presence of the Employer. Access to the file shall be no later than seven days after the notice is given.
- (b) A representative of 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 the presence of the Employer, in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

**10.6 Right to Have Steward Present**

- (a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise their right to contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

**10.7 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity within 10 days to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

**10.8 Confidentiality**

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

## 10.9 Probation

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the employee with reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Article 10 - Dismissal and Suspension of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for employees will be 488 hours worked, 61 live-in and/or overnight shifts worked, or any combination of hours/shifts worked.
- (c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed 163 hours.
- (d) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 8 - Grievances of this agreement commencing at Step 3.
- (e) Upon completion of the probationary period, the initial date of employment shall be the date used for commencing the calculation of perquisites and seniority.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

- (a) Seniority shall be defined by and accumulate based on straight-time paid hours (or eight hours per each overnight shift and 13 hours per live-in shift) since the most recent date of employment with the Employer, including employment prior to certification of the Union. For those employees who were hired prior to the Employer's record keeping of hours paid, their estimated seniority hours will be presented to the employees and Union within six months of the effective date of this first collective agreement, and will be open for verification for three months. If no information is brought to the Employer's attention within this verification period that would support a different seniority, the Employer's estimate of seniority hours will be deemed to be valid and correct for all purposes.
- (b) Straight-time paid hours shall include time spent on:
  - (1) Paid statutory holidays;
  - (2) Leave during which time an employee is in receipt of benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer;
  - (3) Paid union leave;
  - (4) Maternity, parental, and adoption leave;
  - (5) Other approved paid leaves of absence.

For community health workers, for the purposes of WCB leave and maternity, parental, and adoption leave, seniority will be estimated based on average straight-time paid hours in the one-half payroll year preceding the leave, or since the date of hire if the employee has less than a half-year of employment.

**11.2 Seniority List**

A current seniority list for employees as of December 31<sup>st</sup> will be provided by the Employer to the Union on or before March 31<sup>st</sup> of the following year. The list will include each employee's classification last held (eg. CHW).

At the same time, this seniority list will be made available for review by employees for 30 days. Any objection to the accuracy of the seniority must be submitted in writing to the Employer during the review period. Thereafter, the seniority list will be deemed to be valid and correct for all purposes.

**11.3 Loss of Seniority**

An employee will lose their seniority and be terminated only in the event that the employee:

- (a) is discharged for just cause;
- (b) voluntarily terminates their employment;
- (c) abandons their position;
- (d) is on layoff for more than one year;
- (e) fails to return to work within seven days of recall after being notified by mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision; or
- (f) is permanently promoted to an excluded position.

**ARTICLE 12 - JOB POSTING, HOURS OF WORK AND SCHEDULING - REGULAR STATUS  
COMMUNITY HEALTH WORKERS***Section 1 - Job Postings***12.1 Job Postings**

Where the Employer posts a regular position, the following shall apply:

- (a) A regular position shall be posted where a minimum of 20 unassigned ongoing hours per week exist for three consecutive months and can be scheduled within the following parameters:
  - (1) up to five consecutive days of work;
  - (2) a definable period of availability; and
  - (3) geographic location.
- (b) The job posting will include the wage rate, summary of the job description, the required qualifications, days of work, weekly hours, period of availability, and the commencement date.
- (c) The days of work and period of availability of a position may be subject to change without reposting. The change must be consistent with operational requirements and the provisions of the collective agreement, and not be capricious, arbitrary, discriminatory or done in bad faith.

Before implementing the change, the employer must assess the impact of the change on the affected employee(s) by inquiring into, and giving due consideration to, the importance placed by the affected



employee(s) on the existing days of work and period of availability and the impact the change will have on the personal circumstances of such employee(s).

Should the Employer still need to change the days of work and/or period of availability, the Employer may proceed with the change(s). Should the employee's personal circumstances not enable them to continue to work in the changed position, the Employer may post the position and displace the employee in accordance with Article 16 - Layoff and Recall enabling them to exercise associated rights set out in that article.

## **12.2 Periods of Availability**

The posted position will include one of the following two periods of availability:

(a) *One Period of Consecutive Hours:*

Hours of work shall be scheduled within either a ten, nine, eight or six consecutive hour period of employee availability, as defined below. The consecutive hour period of availability shall not vary from day to day except where the Employer and the employee otherwise agree. The consecutive hour period may also be changed in accordance with the preceding Article 12.1 above.

- (1) The consecutive hour period for those employees with weekly posted hours of over 37.5 up to and including 40 shall be 10 consecutive hours.
- (2) The consecutive hour period for those employees with weekly posted hours of over 30 up to and including 37.5 shall be nine consecutive hours.
- (3) The consecutive hour period for those employees with weekly posted hours of over 25 up to and including 30 shall be eight consecutive hours.
- (4) The consecutive hour period for those employees with weekly posted hours of 20 to 25 shall be six consecutive hours.

(b) *Two Periods of Consecutive Hours:*

The period of availability as defined above in (i) and (ii) may be split so that there are two periods of availability within a day. These periods of availability shall not vary from day to day except where the Employer and the employee otherwise agree. The consecutive hour periods may also be changed in accordance with the preceding Article 12.1 above.

One period of availability must consist of at least three hours and the second period must consist of at least two hours.

## **12.3 Method of Posting**

The Employer may implement electronic job posting and employee application processes for job postings in place of or in conjunction with paper postings to ensure that all employees have access to such information. Prior to a position being filled, it shall remain open for applications for a minimum of seven calendar days.

## **12.4 Float Positions**

The Employer may establish regular float positions which are consecutive hour shifts.

**12.5 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and filling of a position.

**12.6 Notice to Union**

A copy of all postings shall be sent to the designated union representative during the period that the job is posted. The copy may be sent electronically, faxed or via mail.

**12.7 Selection Criteria**

In selecting the successful applicant for a posted position, the Employer will consider performance in current or previous positions, and relevant qualifications including the ability to meet specific client needs. Where applicants are relatively equal, seniority shall be the determining factor. Performance and qualifications will be accorded equal weight.

**12.8 Notice of Successful Applicant**

- (a) The Employer shall, within three calendar days of informing the successful applicant, inform all applicants of who was awarded the position in the same manner in which the position was posted. The Employer shall also advise whether the successful candidate is an external hire.
- (b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

**12.9 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a job posting in the course of an associated grievance investigation.

**12.10 Qualifying Period**

- (a) A successful applicant shall be considered a qualifying employee in their new position for a period 488 hours worked, 61 live-in and/or overnight shifts worked, or any combination of hours/shifts worked. In no instance during the qualifying period shall such an employee lose seniority or benefits.
- (b) If an employee is found to be unsatisfactory in the new position during the qualifying period, then the employee shall be returned to their former position and wage rate that was previously in effect, without loss of seniority or benefits.
- (c) Any other employee who transferred into a position and who is subsequently removed from it because of the rearrangement of jobs, shall also be similarly returned to their former position and pay rate without loss of seniority or benefits.
- (d) An employee who requests to be relieved from their new position during the qualifying period shall return to their former job without loss of seniority or benefits on the same basis as outlined above.

*Section 2 - Scheduling of Hours within the Job Posting - Regular Employees***12.11 Assigning Hours within the Period(s) of Availability**

Client hours shall be assigned to regular employees within their periods of availability. The Employer shall make every reasonable effort to assign hours to the maximum weekly hours of the employee's posted position, based on the employee's ability to meet specific client needs, as defined below, and geographic

location, and after having done so, has no further commitment for any shortfall in hours relative to the maximum weekly hours of an employee's posted position.

Where two or more regular employees may be eligible to be assigned the same hours, the hours will be assigned by seniority.

Further, when assigning hours, regular employees shall be given priority over casual employees.

If a regular employee is scheduled hours below the weekly posted hours of their position the Employer shall, as soon as possible, assign hours that can be accommodated considering the employee's existing assignments, in the following sequence:

First, within the employee's posted geographic location:

- (a) from new hours;
- (b) from hours that may be assigned to casual employees (eg. relief hours);
- (c) from hours already assigned to casuals, redistributing hours from casuals in reverse order of seniority;
- (d) from junior regular employees, in reverse order of seniority.

and then if necessary:

- (e) from another geographic location, in the same order as steps a to d above. If the posted position requires the employee to have a vehicle, the geographic location could be any within the employer's catchment area (Horseshoe Bay to Deep Cove). If the position requires the employee to use public transportation, the geographic location would be as proximate as possible to the employee's posted geographic location.

#### **12.12 Ability to Meet Specific Client Needs**

In the assignment of client hours to community health workers, the CHW must have the ability to meet client specific needs. A CHW's ability to meet specific client needs shall be determined using the following criteria:

- (a) language requirements and gender;
- (b) continuity of care;
- (c) employee/client compatibility;
- (d) a care need requiring a specific skill. Where a regular employee requires training in order to access a particular assignment for which they are otherwise eligible, such training shall be provided to the employee as soon as reasonably practicable.

In the event that an employee is scheduled hours below those established for their posted position, and there are concerns expressed about the application of the criteria above, the Employer will discuss the concerns with the employee in good faith.

#### **12.13 Ongoing Hours and the Consolidation of Existing Positions**

Ongoing hours are defined as non-relief hours which are anticipated to have a duration of three consecutive months or more. Ongoing hours that have not already been assigned to a regular employee

shall be considered unassigned. Where there are ongoing hours that are unassigned, and are sufficient to constitute a regular position, and which can be assigned in five-hour increments, the Employer shall first:

- (a) offer, by seniority, to increase the weekly posted hours of existing regular positions, subject to meeting other eligibility criteria in this article. The Employer shall canvass employees whose days of work and period of availability would allow for inclusion of the unassigned hours. Employees shall have the option to accept or decline an increase in their weekly posted hours; then,
- (b) where no regular employee opts to accept an increase in their weekly posted hours, the Employer may increase the weekly posted hours of the most junior regular employee(s) whose posted days of work and period of availability would allow for inclusion of the available hours, subject to meeting other eligibility criteria in this article. Where the most junior regular employee'(s) period of availability is less than 10 hours, the period of availability may be increased to accommodate the available hours.

When an employee's weekly hours are increased pursuant to this clause the Employer shall provide the employee with written confirmation of the increased hours.

#### **12.14 Commitments**

(a) In order to facilitate the Employer's commitment to assign hours as set out in this article, regular employees may refuse hours only if the hours are in excess of their weekly posted hours, or outside their period(s) of availability. It is understood that while continuity of care is a priority, employees may need to be assigned to different clients to enable the Employer to fulfil its scheduling commitment, and employees must not refuse such assignments.

Where regular employees are contacted (eg. By text, phone call, etc.) during their period of availability for the purpose of fulfilling this commitment to assign hours, employees must respond at their first available opportunity within their period of availability to confirm acceptance of the assigned hours.

(b) The Employer shall make every reasonable effort to minimize or eliminate the number of splits (and minimize the duration of such splits) in an employee's daily schedule, exclusive of meal periods, subject to time specific service requirements and travel time.

(c) The Employer shall make every reasonable effort to assign hours within the posted geographic location of an employee's posted position. In order to fulfill the Employer's commitment as set out in (a) above, the Employer may need to assign hours in another geographic location but only for as long as necessary. An employee may refuse such hours assigned following good faith discussions with the Employer.

(d) The Employer may contact regular employees outside of their period of availability only for scheduling purposes and necessary information related to the safety of the employee or client.

(e) Regular employees shall not be contacted outside their period of availability for reasons other than those described in (d) above.

(f) Assigned schedules shall include adequate time to complete any client reports requested by the Employer.

#### **12.15 Minimum Hours**

(a) Every reasonable effort will be made to ensure that no regular employee is assigned to work less than four hours in a given day with the exception of emergency situations.

(b) An employee reporting to a client but unable to commence or continue their duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to their Supervisor. Where possible, the employee shall be reassigned to alternate hours. Where no alternate hours are available, the employee shall receive payment for a maximum of four hours' pay per client assignment; if the Employer is paid by the client/funder for more hours, the employee shall receive payment for the number of assigned hours that the Employer is paid.

(c) Assignments cancelled with less than 24 hours' notice shall not result in loss of pay to the employee, provided the Employer is reimbursed for the service.

(d) If an employee is required to attend to a deceased client, they shall be paid for all hours worked in accordance with the collective agreement. An employee shall not suffer loss of pay for assignments that are re-assigned due to the employee being required to attend to a deceased client. The employee will be paid the greater of the hours worked or the hours scheduled for that day. The Employer will offer to provide a staff person to assist an employee who encounters a deceased client.

#### **12.16 Excess Hours**

The parties recognize an individual client may require service in excess of eight hours. Employees shall have the option of accepting such assignments to a maximum of 12 hours in a day at straight-time pay. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the union representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with two weeks' written notice.

#### **12.17 Availability of Schedule**

A regular employee's schedule shall be made available to the employee with as much advance notice as possible. It is understood that the assignments may be subject to revision and/or cancellation in accordance with the provisions of the collective agreement. In the event of a dispute the steward shall have access to the schedules of each employee and, if requested, shall be provided with copies.

#### **12.18 Leaves of Absence**

(a) When leave of absence with pay is granted the employee shall be paid based on the average number of hours worked in the 12 pay periods preceding the leave of absence.

(b) Employees who are absent from employment on an approved leave of absence shall, upon return to work, be assigned hours pursuant to this article with the same weekly posted hours, period(s) of availability and days of work they were in prior to their leave of absence.

#### *Section 3 - General Provisions*

#### **12.19 Continuous Operation**

The workweek shall provide for continuous operation based on a seven-day week, 24 hours per day.

#### **12.20 Hours**

Except for live-ins and overnights, the maximum hours of work shall be eight hours per day, exclusive of an unpaid meal period, or 40 hours per week, or an average of these daily or weekly hours.

Employees shall not be required to work more than six consecutive days without receiving two consecutive days off work.

**12.21 Reassignment**

Either the client or the employee shall have the right to have a particular assignment removed, subject to a review by the Employer. Such request shall not be unreasonably denied. In these circumstances, the employee shall receive hours pursuant to Section 2 above.

**12.22 Travel Time**

Travel time between clients shall be scheduled by the Employer and is included as part of the employee's scheduled assignments. Travel time between clients shall not be included in the meal periods. Where the employee is not required by the Employer to utilize their private vehicle for travel between clients, the travel time scheduled and paid by the Employer shall assume travel by automobile.

**12.23 Emergency Contact**

- (a) The Employer shall implement a system whereby employees can be contacted in the event of an emergency.
- (b) The Employer agrees to provide employees on duty outside the regular office hours with access to an agency staff person or designate in the event of an urgent situation.

**12.24 Meal Periods**

- (a) Unless the Employer and the employee otherwise agree an unpaid meal period shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. The length of the meal period shall not be less than 30 minutes, or up to 60 minutes by mutual agreement.
- (b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable rate of pay.
- (c) An employee who has been designated by the Employer to be available for work during their meal period will receive pay for the meal period at straight-time rates.

**12.25 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it may be necessary for an employee to perform work not normally required in their job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

**ARTICLE 13 - JOB POSTING, HOURS OF WORK AND SCHEDULING - OFFICE STAFF****13.1 Job Postings**

Where the Employer posts a regular, ongoing position of 20 hours or more per week, the following shall apply:

- (a) The job posting will include the wage rate, summary of the job description, the required qualifications, the days and hours of work, and the commencement date.

(b) The days and hours of work of a position may be subject to change without reposting. The change must be consistent with operational requirements and the provisions of the collective agreement, and not be capricious, arbitrary, discriminatory or done in bad faith.

Before implementing the change, the Employer must assess the impact of the change on the affected employee(s) by inquiring into, and giving due consideration to, the importance placed by the affected employee(s) on the existing days and hours of work and the impact the change will have on the personal circumstances of such employee(s).

Should the Employer still need to change the days and hours of work, the Employer may proceed with the change(s). Should the employee's personal circumstances not enable them to continue to work in the changed position, the Employer may post the position and displace the employee in accordance with Article 16 - Layoff and Recall enabling them to exercise associated rights set out in that article.

### **13.2 Method of Posting**

The Employer may implement electronic job posting and employee application processes for job postings in place of or in conjunction with paper postings to ensure that all employees have access to such information. Prior to a position being filled, it shall remain open for applications for a minimum of seven calendar days.

### **13.3 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and filling of a position.

### **13.4 Notice to Union**

A copy of all postings shall be sent to the designated union representative during the period that the job is posted. The copy may be sent electronically, faxed or via mail.

### **13.5 Selection Criteria**

In selecting the successful applicant for a posted position, the Employer will consider performance in current or previous positions, and relevant qualifications. Where applicants are relatively equal, seniority shall be the determining factor. Performance and qualifications will be accorded equal weight.

### **13.6 Notice of Successful Applicant**

(a) The Employer shall, within three calendar days of informing the successful applicant, inform all applicants of who was awarded the position in the same manner in which the position was posted. The Employer shall also advise whether the successful candidate is an external hire.

(b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

### **13.7 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a job posting in the course of an associated grievance investigation.

### **13.8 Qualifying Period**

(a) A successful applicant shall be considered a qualifying employee in their new position for a period 488 hours worked. In no instance during the qualifying period shall such an employee lose seniority or benefits.

- (b) If an employee is found to be unsatisfactory in the new position during the qualifying period, then the employee shall be returned to their former position and wage rate that was previously in effect, without loss of seniority or benefits.
- (c) Any other employee who transferred into a position and who is subsequently removed from it because of the rearrangement of jobs, shall also be similarly returned to their former position and pay rate without loss of seniority or benefits.
- (d) An employee who requests to be relieved from their new position during the qualifying period shall return to their former job without loss of seniority or benefits on the same basis as outlined above.

### **13.9 Meal Periods**

- (a) Unless the Employer and the employee otherwise agree an unpaid meal period shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. The length of the meal period shall be 30 minutes.
- (b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable rate of pay.
- (c) An employee who has been designated by the Employer to be available for work during their meal period will receive pay for the meal period at straight-time rates.

### **13.10 Continuous Operation**

The workweek shall provide for continuous operation based on a seven-day week, 24 hours per day.

### **13.11 Hours**

The maximum hours of work shall be eight hours per day, exclusive of an unpaid meal period, or 40 hours per week, or an average of these daily or weekly hours.

Employees shall not be required to work more than six consecutive days without receiving two consecutive days off work.

## **ARTICLE 14 - LIVE-IN AND OVERNIGHT SHIFTS**

### **14.1 Compensation**

Live-in and overnight shifts shall be paid the minimum amounts as set out in the Wage Schedule.

13 hours per live-in shift shall be used in the determination of benefit entitlement and seniority.

Eight hours per overnight shift shall be used in the determination of benefit entitlement and seniority.

Employees shall receive two consecutive days off after five consecutive shifts worked in one week.

### **14.2 Hours of Work**

- (a) Acceptance of live-in or overnight assignments is voluntary for hourly employees.
- (b) Live-in employees shall be entitled to a break of three consecutive hours per shift.



- (c) An employee reporting to a client but unable to commence or continue their duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to their Supervisor. Where possible, the employee shall be reassigned to alternate hours. Where no alternate hours are available, the employee shall receive payment for a maximum of two hours' pay per client assignment; if the Employer is paid by the client/funder for more hours, the employee shall receive payment for the number of assigned hours that the Employer is paid.
- (d) Assignments cancelled with less than 24 hours' notice shall not result in loss of pay to the employee, provided the Employer is reimbursed for the service.
- (e) If an employee is required to attend to a deceased client, they shall be paid for all hours worked in accordance with the collective agreement. An employee shall not suffer loss of pay for assignments that are re-assigned due to the employee being required to attend to a deceased client. The employee will be paid the greater of the hours worked or the hours scheduled for that day. The Employer will offer to provide a staff person to assist an employee who encounters a deceased client.

### 14.3 Standards

- (a) *General* - The Employer shall, as a minimum standard for live-in and overnight shifts, ensure the Continuing Care Guidelines with respect to working conditions are complied with.
- (b) *Living Accommodation* - Reasonable living accommodation (regarding safety and sanitation) shall be provided within basic standards, i.e., running water, indoor plumbing, heat and light.
- (c) *Telephone Access* - Except in a case of emergency, employees may only use their own cell phones for personal purposes during designated break times and the three consecutive hour period referred to above. Employees may not receive personal calls on the client's telephone nor give out the client's telephone number. In the event of an emergency, the employee may use the client's telephone to contact the appropriate authorities or the contact person designated by the Employer.
- (d) *Health and Safety* - The Employer is responsible for providing a safe working environment for employees. An initial safety inspection will be done of the environment (including equipment) prior to placement of the employee. Health and safety factors must be considered in the selection of sleeping accommodations. The employee must be provided with appropriate, clean and private sleeping spaces.
- (e) It is the responsibility of the Employer to advise the client of the requirement to provide three meals per day. If the client does not provide three meals per day the Employer will pay a meal allowance of \$30 per day.

## ARTICLE 15 - CASUAL EMPLOYEES - COMMUNITY HEALTH WORKERS

### 15.1 Letter of Appointment and Availability

All casual employees shall receive a letter of appointment immediately upon hire clearly confirming their employment status. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature.

The casual employee's commitment to availability set out in the letter of appointment may be subject to revision upon mutual agreement. The commitment to availability will be discussed between the employee and Employer once per year or more frequently where mutually agreed. Upon any changes to availability being agreed upon, the Employer will issue a revised letter of appointment to reflect the approved changes.

The letter of appointment shall specify that in order for the casual employee to maintain employment, the employee must work a minimum of 225 hours over any fixed 12-month period as determined by the Employer, unless a lower minimum number of hours is established by the Employer.

Except where a casual employee can demonstrate bona fide reason(s), the employee shall be removed from the casual list and their employment will end, if they fail to work the identified minimum number of hours. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12-month period.

Mid-way through the 12-month period, a casual employee who has worked fewer than the minimum hours will be notified of the number of casual hours worked.

A casual employee may increase their availability, on a temporary basis, at any time throughout the year with sufficient advance notice of the commencement and duration of the temporary period. The Employer shall not be required to provide a revised letter of appointment for temporary increases to an employee's availability.

To support regular status employees to take their vacation during peak vacation periods, casual employees must maintain their availability as set out in their letter of appointment during July, August, December, January, and February, and the Spring break. Approval of regular employees' vacation periods shall take priority over approval of casual employees' periods of unavailability. The Employer will consider, subject to operational requirements, a casual employee's request for unavailability only after regular status employees' vacations have been finalized. If there are competing requests for unavailability, approved periods of unavailability for casual employees shall be granted on the basis of seniority.

It is recognized that casual employees may have specific events that occur in their personal lives that may require them to be unavailable for dates and times that they committed to be available in their letter of appointment. To facilitate attendance at these events, casual employees may identify to the Employer those availability periods set out in the letter of appointment for which they will not be available in the following month, provided that the change in availability is provided in writing to the Employer no less than 14 days in advance of the beginning of the month. The Employer shall not refuse employees' requests for changes in availability outside of the peak periods and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. It is understood that these amendments to availability as set out in the letter of appointment are not to be ongoing, spanning several months, unless agreed upon with the Employer. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

During peak periods, a casual employee may submit a request for unavailability as set out above, and the Employer will consider the request after relief for regular employees' requests has been scheduled and subject to operational requirements.

## **15.2 Probationary and Qualifying Period**

Upon hire, a casual employee shall serve a probation period and be governed by Article 10.9 Probationary Period. Upon receiving a regular status position, if the casual employee has not yet completed the probation period, they shall continue in it, and the qualifying period will commence upon the completion of the probationary period, although the qualifying period will be reduced by the number of hours of probation worked while in the regular position. If the probation period has been completed, they shall only serve a qualifying period as per Article 12.10 or Article 13.8 - Qualifying Period as applicable.

### **15.3 Seniority Lists**

The Employer shall maintain a casual seniority list which shall include all casual community health workers employed by the Employer listed in descending order of their seniority.

The casual employee seniority list shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> (the "*adjustment*" dates) in each year. Casual employees hired after an adjustment date shall be added to the list in the order that they are hired.

For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next following adjustment date.

Within two weeks of each adjustment date the Employer shall send to the union designate a revised copy of the seniority list.

### **15.4 Call-in Procedure**

Casual employees shall be offered client assignments in order of their seniority, subject to their availability, ability to meet specific client needs, skills, experience and geographic location.

The manner in which casual employees shall be offered assignments shall be as follows:

- (a) The Employer shall commence by texting or calling the most senior employee on the seniority list at a number provided by the employee. If the Employer utilizes the method of calling employees only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of five times.
- (b) A casual employee may be offered assignments by alternate means of communication provided that the alternate means:
  - applies the principle of seniority;
  - provides for multiple means for contacting employees (eg. email, text, etc.), and the employee shall be entitled to select their preferred means of contact, with the Employer keeping a record of the employee's selection. However, if the Employer uses a means that all employees have available to them (eg. Texting), then all employees must use it; and;
  - provides employees with a reasonable amount of time to respond to an offer commensurate with the time that the assignment is to be commenced.

The Employer will discuss the details of any alternate means of communication with the Union prior to implementing it.

If a casual employee declines an offer to work an assignment or does not answer or respond to a canvass for work, the Employer shall then canvass the next most senior casual employee, and so on until a casual employee is found who accepts the assignment.

Upon request, the Employer shall provide the Union with the schedule worked by casual employees.

### **15.5 Temporary Position**

Where it appears that a regular employee whose position is being filled by a casual employee will not return to their position within four months, that position shall be posted and filled pursuant to the provisions of Article 12 - Job Posting, Hours of Work and Scheduling - Regular Status CHWs as a temporary

position. A casual employee who is appointed to fill such a position does not thereby become a regular employee. A casual employee may only become a regular employee by successfully bidding into an ongoing vacancy pursuant to Article 12 - Job Posting, Hours of Work and Scheduling-Regular Status CHWs. Upon completion of the temporary position, a casual employee shall revert to the casual list.

### **15.6 Wages and Benefits**

Casual employees shall be paid in accordance with the wage schedule, and move to the increment step indicated by accumulated hours of service with the Employer.

Casual employees shall receive statutory holidays and vacations in accordance with the *Employment Standards Act*.

### **15.7 Application of Agreement**

Casual employees are entitled to only the following benefits of the collective agreement except as expressly stated otherwise in the articles themselves or by necessary implication:

- Definitions
- Preamble
- Recognition of the Union
- Union Security
- Employer and Union to Acquaint New Employees
- Check-off and Union Dues
- Employer's Rights
- Employer/Union Relations
- Grievances
- Arbitration
- Dismissal, Suspension and Discipline
- Seniority
- Casual Employees - Community Health Workers
- Occupational Health and Safety
- Work Clothing and Employer Property
- Payment of Wages and Allowances
- Statutory Holidays
- Vacation Entitlement
- General Conditions
- Term of Agreement
- Wage Schedule

### **15.8 Workers' Compensation Leave**

Upon return to work, casual employees will be credited with seniority hours for the period of time during which the employee was in receipt of wage-loss benefits from the WCB under Sections 29 or 30 of the *Workers Compensation Act*. The number of hours credited shall be based on the employee's average weekly straight-time hours paid over the one-half payroll year preceding the employee's leave of absence due to compensable illness or injury. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

**15.9 Layoff**

A regular employee who is laid off shall be entitled to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the workforce.

**ARTICLE 16 - LAYOFF AND RECALL****16.1 Definition of Displacement and Layoff**

- (a) Any regular status employee will be considered displaced when they are notified in writing that there will be a cessation of their employment or elimination of their job resulting from a reduction of the amount of work required to be done by the Employer, reorganization, program termination, closure or other material change in the organization. For clarity, the elimination of a job will occur for a regular status employee when the hours of work of a job falls below 20 hours per week on an ongoing basis. Should this occur, the Employer may displace the employee.
- (b) An employee classified as a regular Community Health Worker may request, and shall be entitled to be issued, a displacement notice in the event that there are no hours available for assignment to five hours below their weekly maximum for a period of four consecutive weeks.
- (c) The displacement notice will identify options available to the employee and the date that the layoff would be effective.
- (d) When notice of displacement actually results in the cessation of employment, the regular status employee will be considered laid off.
- (e) Both parties recognize that job security will increase in proportion to seniority. Therefore, in the event of a layoff, employees will be laid off by classification and geographic work unit, in reverse order of seniority, provided that remaining employees are qualified and capable of performing the work, and taking into account factors such as client specific needs and continuity of care.

**16.2 Pre-Layoff Canvass**

- (a) Before a layoff actually occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees, the Employer may canvass employees in order to invite:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) early retirement; or
  - (3) other voluntary options, as agreed to by the Union and the Employer.
- (b) Where more than one employee expresses interest in one of the above options, they will be offered to qualified employees on the basis of seniority.

(c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.

(d) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection. Based on employee selections, the Employer will then proceed to cancel an appropriate number of displacement notices.

### **16.3 Seniority Options Including Bumping**

(a) The displacement notice will include a current list of junior positions available to bump.

(b) The displaced employee may choose:

(1) to be placed on the casual call-in and recall lists with no loss of seniority; or

(2) to bump the most junior employee in the same classification and geographic work unit, provided that the displaced employee is qualified and capable of performing the work, and taking into account factors such as client specific needs and continuity of care.

(c) Within five days of receiving the above from the Employer, the displaced employee will provide written notice to the Manager of Human Resources of their bump choice.

### **16.4 Advance Notice of Layoff**

The Employer shall give regular status employees the following written notice of layoff and/or normal pay for that period in lieu of notice:

(a) one week's notice and/or pay in lieu of notice after three consecutive months of employment; or

(b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or

(c) three weeks' notice and/or pay in lieu of notice after two consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

Notice of layoff shall not apply where the Employer can establish that the layoff results from an *Act of God*, fire, or flood.

### **16.5 Recall**

(a) The recall period will be one year following the effective date of layoff, after which the employee is considered terminated.

(b) Employees will be recalled to available work in order of their seniority provided they have the relevant qualifications including the ability to meet specific client needs and are able to perform the duties. The notice of recall will be sent by priority courier/registered mail to the employee's last known address to the Employer. Employees must accept recall within seven days of receipt of the priority courier. Employees will have 14 days after accepting recall to return to work.

New employees will not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.

(c) Job postings under Article 12 and 13 will occur prior to recall of any employee.

Employees on the recall list have the right to apply for job postings as an internal applicant.

When an employee on the recall list meets the recall criteria in (b) above, then the Employer will not consider applications for the vacancy from any less senior employees.

When an employee on the recall list is the successful applicant to a position, they will not be expected to start in the new position until 14 days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.

(d) Should the employee not continue in the assignment beyond their trial period, and where the employee is still within their one-year recall period, they will be returned to the recall list for the remainder of their one-year recall period.

### **ARTICLE 17 - MATERNITY, PARENTAL, AND ADOPTION LEAVE**

#### **17.1 Maternity Leave**

(a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee.

(b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.

(c) Regardless of the date of commencement of the leave of absence taken under Subsection (a), the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.

(d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

(e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

(f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

#### **17.2 Parental Leave**

(a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks' (or 61 consecutive weeks' in the case of a birth mother who takes leave under Article 17.1 - Maternity Leave without pay.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 62 weeks' (or 61 weeks' in the case of a birth mother who has taken leave under Article 17.1 - Maternity Leave) parental leave between them.
- (c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 17.1 - Maternity Leave. In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (d) Parental leave shall commence:
- (1) in the case of a mother, immediately following the end of the maternity leave taken under Article 17.1 - Maternity Leave, unless the Employer and the employee agree otherwise;
  - (2) in the case of the "*other parent*" following the birth of the child and within the 78 week period after the birth date. The "*other parent*" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in the Definitions section;
  - (3) in the case of an adopting parent, following the adoption of the child and within the 78 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

### **17.3 Combined Maternity and Parental Leave**

An employee's combined entitlement to leave under Article 17.1 - Maternity Leave and Article 17.2 - Parental Leave is limited to 78 weeks' plus any additional entitlements provided under Article 17.1 - Maternity Leave and/or Article 17.2 - Parental Leave preceding.

### **17.4 Employment Deemed Continuous**

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Vacation Entitlement and Health Care Plans. The Employer shall be governed by the *Employment Standards Act* in relation to increments and benefits while on the approved leave. For clarity, if both the Employer and the employee pay the cost of health care plan premiums, the employee's coverage will be continued under the plans for so long as the employee chooses to continue to pay his or their share of the premium costs. The employee will be returned to their previous position upon expiration of the approved leave where it still exists. If the position is no longer available, the employee will exercise their seniority rights as set out in Article 16 - Layoff and Recall.

### **17.5 Seniority Rights on Return to Work**

An employee who returns to work after the expiration of the maternity and/or parental leave will retain accrued seniority and be credited with seniority for the period covered by the approved leave period in accordance with the *Employment Standards Act* based on the weekly hours of the employee's posted position.



## ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

### 18.1 Statutory Compliance

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### 18.2 Client Information

The Employer shall provide employees with information in its possession regarding a client or client's home which is necessary for the employee to safely carry out their duties.

### 18.3 Occupational Health and Safety Committee

(a) The parties agree that a joint occupational health and safety committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in inspections and investigations pursuant to the WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

(c) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* or regulations.

(d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board and/or other sources to provide information to the committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

(e) The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

(f) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

The Employer will promote processes that provide the most effective ways to safely perform work. These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, care design and redesign for clients, and in-services/team meetings. The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to make recommendations on these measures, supported by available resources (eg. from WCB).

(g) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

#### **18.4 Aggressive Behaviour**

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client has a history of aggressive behaviour, the Employer shall provide employees with information in its possession regarding a client which is necessary for the employee to safely carry out their duties. Upon assignment, the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 4.28 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

(d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work-related traumatic incident. Leave to attend such a session will be without loss of pay.

#### **18.5 Vaccination and Inoculation**

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including directing employees to adhere to universal precautions, to be immunized (unless the employee's physician has advised in writing that such immunization may have an adverse effect on the employee's health), and providing in-service seminars. The Employer or the Occupational Health and Safety Committee may consult with the Medical Health Officer on communicable disease risks. Where the Medical Health Officer identifies such a risk, immunizations shall be provided at no cost to the employee.

Employees who have been exposed to or who have contracted a communicable disease (eg. Flu or COVID virus) must notify the Employer as soon as possible so that precautionary measures can be implemented. Further, if an employee has been vaccinated for a communicable disease, they shall provide the necessary details of the vaccination to the Employer. All such information will remain confidential and will be disclosed only as necessary (eg. To public health officials).

#### **18.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

#### **18.7 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled and assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.

#### **18.8 Investigation of Accidents**

- (a) Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.
- (b) Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one union occupational health and safety committee member or, if not available, a union steward, and one employer representative.
- (c) Copies of the accident investigation reports must be forwarded without undue delay to the Occupational Health and Safety Committee.
- (d) In the event of a work related employee fatality, the Employer shall notify the union designate of the nature and circumstances of the accident as soon as possible.

### **ARTICLE 19 - WORK CLOTHING AND EMPLOYER PROPERTY**

#### **19.1 Return of Employer Property on Termination**

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.

#### **19.2 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions (including an automobile) are damaged by a client, the Employer shall pay up to a maximum of \$200 for the repair or replacement costs of the article(s), provided such article(s) are suitable for use while on duty.

**19.3 Employer to Provide Medical Supplies, Equipment, and Protective Clothing**

The Employer will provide employees with medical supplies and equipment or protective clothing necessary to support employees to perform their duties. It will also supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where the WCB requires the Employer to provide same.

**19.4 Name Tags**

The Employer shall supply and maintain name tags (with first names only) for employees who are required to wear same.

**ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES****20.1 Paydays**

- (a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees shall be paid by cheque or direct deposit.
- (b) The statements given to employees shall include the identification of all wages and benefits paid, and an itemization of all deductions.
- (c) Subject to paragraph (d) below, when a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.
- (d) Where an employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in their pay, the Employer must provide payment within the next pay period or as soon as reasonably possibly, whichever is sooner.

**20.2 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

**20.3 Vehicle Allowance**

- (a) Unless specified in writing by the Employer, employees are not required by the Employer to use their own motor vehicle. An employee who uses their own motor vehicle to conduct business on behalf of or at the request of the Employer, or for field staff on travel time between clients, shall receive an allowance of 50¢ per km (effective the first pay period following ratification).
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of a single trip public transportation ticket per day for all travel between clients.
- (c) Employees shall be reimbursed for the cost of any taxi or ferry transportation authorized by the Employer.

**20.4 Out-of-Pocket Expenses**

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of their duties and of a type previously authorized by the Employer, as long as such costs are not addressed by specific allowances payable elsewhere under this agreement.

**20.5 Indemnification and Reimbursement of Legal Fees**

- (a) Except where there has been negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - (2) assume reasonable costs, legal fees and other expenses arising from any such action.
- (b) Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

**20.6 Wage Schedules**

Employees shall be compensated as outlined in the Wage Schedule in Appendix 1.

**20.7 Criminal Record Checks**

The Employer will pay for the cost of any criminal records checks required as a condition of continued employment.

**ARTICLE 21 - STATUTORY HOLIDAYS****21.1 Statutory Holidays**

The Employer recognizes Statutory Holidays as defined by the Province of British Columbia, which at the date of writing is:

New Year's Day	Christmas Day
Good Friday	Victoria Day
Canada Day	BC Day
Labour Day	Thanksgiving Day
Family Day	Remembrance Day

Any other holiday proclaimed by the federal or provincial governments will also be deemed to be a statutory holiday.

**21.2 Statutory Holiday Scheduling**

Due to higher service costs to the clients and funders, where a regular service schedule falls on a Statutory Holiday, service levels may be modified and will be scheduled accordingly. Prior approval must be given by a Manager before any employee works on a Statutory Holiday.

**21.3 Premium Pay**

- (a) Statutory Holiday premium pay is only paid to those employees who actually work on a Statutory Holiday.

(b) Employees who work on a Statutory Holiday will be paid at one and one-half times their regular straight-time pay rate or in accordance with federal and provincial regulations, should any differences in rates exist.

#### **21.4 Paid Time Off in Lieu**

(a) Employees who work on a Statutory Holiday, may choose to take paid time off instead of accepting the premium pay, for as long as this option is available under provincial regulations, and provided that the choice is approved by the Employer in advance. When approval for paid time off is given, a minimum of one and one-half hours straight-time pay shall be given for each hour worked on a Statutory Holiday.

(b) Such paid time off must be taken either:

- (1) within three months of the week in which the statutory holiday was worked, or
- (2) within 12 months of the week in which the statutory holiday was worked, providing agreement is confirmed in writing.

#### **21.5 Other Entitlements**

Any other statutory holiday pay and benefits will be provided in accordance with the *Employment Standards Act* of British Columbia as amended from time to time.

### **ARTICLE 22 - VACATION ENTITLEMENT**

#### **22.1 Vacation Entitlement**

Vacation entitlement will be granted in accordance with the *Employment Standards Act* of British Columbia, as amended from time to time. The vacation entitlement is paid out to employees on each pay cheque, except where the parties have agreed to bank accrued vacation pay for use during vacation time off.

#### **22.2 Vacation Request Process**

*Community Health Workers* - CHW's are required to submit vacation requests for Spring Break prior to February 1 of the same year. CHW's are required to submit vacation requests for July and August prior to May 31<sup>st</sup> of the same year. CHW's are required to submit vacation requests for December prior to October 31<sup>st</sup> of the same year. Requests for all other times of the year must be submitted with a minimum of two weeks' advance notice for hourly assignments and a minimum of four weeks' advance notice for live-in and overnight assignments. All requests received will be considered in the order that they are submitted and will be approved by the Employer based on operational requirements. If a vacation request is denied, reasons will be provided and documented.

*Internal Staff* - Vacation time off for internal staff must be submitted with as much advance notice as possible, and at least two months in advance where two weeks' vacation is requested or time off over the Christmas period is requested. Vacation time off will be limited to three weeks per vacation period, unless approved by the Employer. All requests received will be considered in the order that they are submitted and will be approved by the Employer based on operational requirements. If a vacation request is denied, reasons will be provided and documented.

**ARTICLE 23 - HEALTH AND WELFARE BENEFITS****23.1 Group Health Benefits**

The Employer will continue to secure extended health and dental group health benefits plans to cover regular status office staff after the successful completion of the Probationary Period and to cover regular status CHW's who are regularly scheduled to work 20 hours per week or more under a job posting after six months of employment.

The Employer and eligible employees will each pay 50% of the benefit premiums.

For clarity, employees who hold casual status will not be covered by the group health benefits plans, and those employees whose status changes from regular to casual, for whatever reason, will not be covered effective the date of the status change.

**ARTICLE 24 - GENERAL CONDITIONS****24.1 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. Sufficient copies of the agreement will be printed for distribution to employees. The Employer and Union will share equally the cost of printing and distribution.

(b) The agreements shall be printed in a union print shop and shall bear a recognized union label.

**24.2 Volunteers**

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

**24.3 Personal Duties**

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

**24.4 Article Headings**

In this agreement titles shall be descriptive only and shall not form part of the interpretation of the agreement by the parties or an arbitration board.

**ARTICLE 25 - LEAVES OF ABSENCE****25.1 Bereavement Leave**

An employee is entitled to up to three days of unpaid leave on the death of a member of the employee's immediate family.

**25.2 Compassionate Care Leave**

Employees are permitted to take compassionate care leave in accordance with Section 52.1 and 52.11 of the *Employment Standards Act*.

**25.3 Domestic and Sexual Violence Leave**

Employees are permitted to take leaves for domestic and sexual violence in accordance with Section 52.5 of the *Employment Standards Act*.

**ARTICLE 26 - TERM OF AGREEMENT****26.1 Duration**

- (a) This agreement shall be binding and shall remain in effect until midnight March 31, 2023.
- (b) The provisions of this agreement, except as otherwise specified, shall come into force and effect following the date of ratification.

**26.2 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

**26.3 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2022 but in any event not later than midnight, December 31, 2022.
- (b) Where no notice is given by either party prior to December 31, 2022, both parties shall be deemed to have given notice under this article on December 31, 2022.

**26.4 Agreement to Continue in Force**

- (a) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.
- (b) It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* is excluded from this agreement.

**26.5 Retroactivity**

Employees who have severed employment prior to the date of ratification of this collective agreement shall not be paid retroactivity.



**SIGNED ON BEHALF OF  
THE UNION:**

DocuSigned by:  
*Stephanie Smith*  
6B04B367B0FF46D...  
Stephanie Smith  
President

Jesusa Delos Santos  
Bargaining Committee

Cynthia Mantiquilla  
Bargaining Committee

Rodelyn Robles  
Bargaining Committee

DocuSigned by:  
*Sarah Fawns*  
4669B670046847E...  
Sarah Fawns  
Staff Representative

Date: June 15, 2022

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

DocuSigned by:  
*Christine Smith*  
436DF27B31D5495...  
Christine Smith  
Executive Director

DocuSigned by:  
*Lene Parenteau*  
A068F5C78F5A446...  
Lene Parenteau  
General Manager

**APPENDIX 1  
Wage Schedule**

	Effective First Pay Period Following April 1, 2021	Effective First Pay Period Following Union Ratification Feb 1-15, 2022
Community Health Worker	6% increase for live-in CHW's only	2% increase for hourly employees only
Start		\$17.34
After 1 year		\$17.34
After 2 years		\$17.34
After 3 years		\$17.34
After 4 years		\$17.34
After 5 years		\$17.57
After 6 years		\$17.86
Incumbent Employees		\$18.12
Incumbent Employees		\$18.40
Incumbent Employees		\$19.23
Live in Single - daily rate	\$194.05	\$194.05
Live in Couple - daily rate	\$228.29	\$228.29
Overnight rate	\$129.22	\$131.80
Scheduler		\$24.77
Receptionist		N/A

The parties will meet before October 31, 2022 for wage re-opener discussions to determine whether further increases for wage rates will be granted effective the first pay period following October 31, 2022 or some other mutually agreeable date.