

COLLECTIVE AGREEMENT

BETWEEN:

CBI HOME HEALTH (BC) LTD. - VANCOUVER

AND:

**SERVICE, HEALTH, MANUFACTURING AND
ALLIED WORKERS UNION, CLAC LOCAL 501**

DECEMBER 1, 2024 – NOVEMBER 30, 2027

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COLLECTIVE AGREEMENT

BETWEEN CBI HOME HEALTH (BC) LTD. - VANCOUVER
(hereinafter referred to as "the Employer")

**AND SERVICE, HEALTH, MANUFACTURING AND
ALLIED WORKERS UNION, CLAC LOCAL 501**
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) establish a just and prompt procedure for the disposition of grievances; and,
- e) generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer,

and the employees which will be conducive to their mutual well-being.

- 1.02 It is agreed that the omission of specific mention in the agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.
- 1.03 The Parties are dedicated to promoting diversity, equity, and inclusion in the workplace by committing to providing a supportive work environment and a culture that welcomes and encourages equal opportunities for all employees. Therefore:
- a) There shall be no discrimination with respect to any employee or individual in or outside the bargaining unit for any reason prohibited by the applicable human rights legislation, by reason of Indigenous identity, race, ancestry, place of origin, colour, religion, age, sex, sexual orientation, gender identity, gender expression, marital status, family status, physical or mental disability, political belief, and a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or membership/activities with the Union.
 - b) At their discretion, the parties agree to implement educational opportunities for all employees to foster cultural competencies and ensure a better understanding of Indigenous Culture and respectful work practices.

- c) Throughout the agreement, gender neutral terms will be used. Whenever the singular is used, the same will be construed as meaning the plural if the facts or context so require.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".
- 2.02 The agreement covers all employees of the Employer as identified in the certificate issued October 27, 1999 by the B.C. Labour Relations Board.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this agreement, except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the union for the purpose of supervising, administering, and negotiating the terms and conditions of this agreement and all matters related thereto.
- 2.05 The Employer shall provide bulletin board facilities for the exclusive use of the Union. The use of such bulletin board shall be restricted to the business affairs of the Union, and personnel- related matters from the Employer.

ARTICLE 3 – MANAGEMENT RIGHTS

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

- a) employment,
- b) complement,
- c) work methods and procedures,
- d) kinds and locations of equipment
- e) facilities and buildings,
- f) hours of work, scheduling, assignment, classification, and evaluation of employees,
- g) contracting out of services,
- h) organization,
- i) recognition of superior performance,
- j) promotion, demotion, layoff, and discharge of employees,
- k) maintenance of order, discipline, and efficiency, and
- l) employee training and training program selection.

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

3.03 The Employer agrees not to contract out bargaining unit work and non-bargaining unit personnel will not perform bargaining unit work except where the Employer does not have, or cannot reasonably acquire, the required skills or equipment, or in emergency situations where clients care needs are at risk. The Employer will notify the Union when

bargaining unit work has been performed by non-bargaining unit personnel. However, nothing herein shall preclude management personnel from performing the work they have historically performed prior to the date of ratification.

ARTICLE 4 – SCOPE

4.01 Should any provision of the collective agreement be rendered null and void or be materially altered by future legislation, the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

4.02 In the event this Collective Agreement no longer expressly provides for a benefit required by the *BC Employment Standards Act*, including those enumerated in Section 3 of the Act, the provisions for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement, except where:

- a) the provision for the subject matter of that benefit prescribed in the Collective Agreement meets or exceeds the benefit set out in the Act, or,
- b) the provisions of this Collective Agreement pertaining to the respective section or part of the Act (as enumerated in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.

4.03 Notwithstanding Article 4.01, should any government legislation or regulation vary conditions as defined in this

agreement, such conditions, where more favourable, shall automatically apply.

ARTICLE 5 - UNION REPRESENTATION

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

- a) The Union has the right to elect or appoint one (1) Steward for every forty (40) employees on the payroll. Stewards are representatives of the employees in certain matters pertaining to this agreement, including the processing of grievances.
- b) Union Representatives are representatives of the employees, in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. Union Representatives shall, after notifying Management in advance, have the right to use available office space for the confidential investigation of grievances or general discussion with bargaining unit members.

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

5.03 a) Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be

withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled, whenever possible, during rest and meal periods, or outside working hours. Disciplined employees instructed to leave the CBI premises shall be permitted to meet with a Steward prior to leaving the premises or if off the CBI premises, as soon as possible after the incident occurs, in keeping with Article 5.01(b).

- b) Stewards will not deal with Union business, including grievances, at or from a client's residence.
- c) Stewards are not permitted to amend any terms of this Agreement.

5.04 The Union has the right to appoint or elect members to a Negotiating Committee. Where such negotiations take place during an employee's regularly scheduled shift, the Employer and the Union shall equally bear the costs associated with compensating an employee for those hours at the appropriate rate.

5.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.

5.06 There shall be no Union activity on the Employer's time except as provided for in this agreement, or unless otherwise authorized by Management.

5.07 A Union Steward shall be present at new employee orientation meetings. The Employer will make their best

effort to notify the shop steward five (5) business days before a new employee orientation is about to take place. The steward shall be given the opportunity to hand out information regarding union membership and to explain the representation policies of the Union. The steward shall be paid a flat fee by the Union.

ARTICLE 6 – WORK STOPPAGES

- 6.01 In accordance with Section 57(2) of the *B.C. Labour Relations Code*, it is understood that during the term of this agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees nor deliberately restrict or reduce the hours of work when this is not warranted by the workload.
- 6.02 In accordance with Section 57(1) of the *B.C. Labour Relations Code*, it is understood that during the term of this agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, nor otherwise restrict or interfere with the Employer's operation through its members.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

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

- 7.02 The Employer has the right to hire new employees as needed, provided that no new employees will be hired while there are employees on lay-off, or there are employees available who are not maximizing their weekly hours, subject to their availability.
- 7.03 New employees will be hired on a three- (3) month or four hundred eighty- (480) hour probationary period, whichever is greater, and thereafter attain regular employment status. Seniority shall be back dated to the beginning of their employment. With the mutual agreement of the Union and the Employer, the probationary period may be extended by up to twenty (20) working days. Notwithstanding the foregoing, the probation period shall not exceed four (4) months in any case.
- 7.04 The Employer shall provide the Union with necessary information regarding hirings, layoffs, and terminations. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to seniority, classification, and rate, shall be forwarded to the Union in January and July of each year. The Union reserves the right to request an updated seniority list once between scheduled lists. It is the responsibility of each employee to notify the Employer in writing of any and all necessary status changes, and/or address and phone number changes.
- 7.05 Employees on probation are covered by this agreement, except those provisions which specifically exclude such employees.

- 7.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union.
- 7.07 The Employer shall annually review employees as to their overall work performance. The supervisor conducting the review shall give the employee an opportunity to read their written review. The employee shall be allowed the opportunity to write personal comments on the evaluation form. These evaluations shall be for personal assessment only. They shall not be included in the employee's discipline file.
- 7.08 An employee shall have access to their personal file during regular office hours upon giving the Employer reasonable notice of this request. A time for review that will not disrupt the flow of work will be agreed upon. An Employer representative will be present when the employee examines the file. A Steward may also be present.

ARTICLE 8 – HARASSMENT AND BULLYING

8.01 Human Rights Code

The parties agree that the Employer is bound by all provisions of the *B.C. Human Rights Code*.

Prohibited grounds of discrimination under the Human Rights Code of British Columbia include: age, race, sex, sexual orientation, national or ethnic origin, colour, religion,

disability, marital status, family status, political beliefs or conviction for a criminal or summary offence unrelated to employment.

The employer may not:

- a) refuse to employ or refuse to continue to employ a person, or,
- b) discriminate against a person regarding employment or any term or condition of employment because of the Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

8.02 Harassment and Bullying

The Employer is committed to providing a safe workplace that respects the dignity of every individual, in which all workers are treated with respect and dignity. Every employee and client has the right to participate in an environment free of discrimination and harassment. The Employer and the Union agree to foster and promote such an environment.

- a) Workplace harassment will not be tolerated from any person in the workplace.

- b) The Employer recognizes the inherent risk associated with the delivery of client care, and agrees to minimize consequential risk wherever reasonably possible.
- c) The Parties agree that all complaints will be thoroughly investigated, appropriate to the severity of the complaint, and that substantiated cases of harassment and bullying may be cause for discipline, up to and including dismissal.
- d) The Employer shall commence investigation of all bullying and harassment complaints within seven (7) working days or as soon as reasonably possible.
- e) Workplace Harassment means engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or would cause that person to be humiliated or intimidated, or workplace sexual harassment. Reasonable action taken by the Employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.
- f) Neither the Employer nor the Union will tolerate verbal, physical or sexual harassment or bullying in the workplace. The Employer shall post their harassment and bullying policy and the procedure for filing a complaint as per WorkSafe BC Regulations. Complaints will be thoroughly investigated appropriate to the severity of the complaint. Alleged failure by any party to deal with a harassment and/or bullying complaint may be the subject of a grievance pursuant to this Agreement.

- g) Employees reporting any incident of bullying or harassment are guaranteed protection from reprisal pursuant to CBI's Whistleblower Policy. Upon completion of the investigation by the Employer, the results of the investigation will be shared with the Union.
- h) Confidentiality will be maintained throughout the process to the extent permitted by the investigation. Information will be disclosed as necessary during the complaint process to the following extent:
 - i. to protect the safety or security of any individual involved in a complaint, or any other CBI Health Group personnel; or
 - ii. to protect people not related to CBI Health Group if any reasonable concerns for their safety are identified; or
 - iii. to conduct a proper and fair investigation; or
 - iv. to take corrective action; or
 - v. as otherwise required by law.
- i) Protection against harassment and bullying extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.
- j) The Employer agrees to maintain and adhere to a policy pertaining to bullying and harassment which is updated

from time to time. If the policy update includes changes to the aforementioned process, the Employer agrees to inform all employees. A copy of said policy is available to the Union upon request.

- k) In the instance that an employee may experience harassment or bullying from a client or a Client's Family member, the employee must inform their supervisor.

Further:

- i. Clients, caregivers, family members of clients, guests, suppliers or other non-personnel behaving in a harassing manner in the course of CBI business related interaction with that person, must be advised that their behaviour is unwelcome and must be asked to cease the harassment.
- ii. Clients, caregivers, or family members of clients behaving in a harassing manner must be advised that if the behaviour continues, treatment/services may be discontinued and legal action may be brought against them.
- iii. Should the individual refuse to cooperate, individual(s) being harassed may start the steps listed above.
- iv. None of the above denies or limits access to other avenues of redress open under the law such as a complaint to the applicable provincial Human Rights Commission or a grievance.

ARTICLE 9 – UNION DUES AND DATA COLLECTION

- 9.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 9.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 9.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 9.04 The Employer shall remit dues electronically, to the Union and shall include on such remittance the following information for each employee:
- a. first, middle and last name;
 - b. work location/job site;
 - c. rate of hourly pay;
 - d. any hourly premiums;
 - e. gross earnings;
 - f. total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and

double time (2x) overtime premiums, these hours shall be recorded separately;

- g. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- h. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- i. Social Insurance Number; and,
- j. date of birth.

9.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a. complete mailing address;
- b. e-mail address;
- c. primary telephone;
- d. date of hire; and,
- e. classification.

9.06 All contributions and deductions pursuant to Article 17 – Insurance and Benefit Plan, Article 18 - Retirement Savings Plan, and Article 21 - Education and Training Fund, shall be remitted together with and in the manner described for Union dues, as set out here in Article 9.

9.07 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have five (5) working days to correct this error.

ARTICLE 10 - JOB CLASSIFICATIONS AND RATES OF PAY

- 10.01 Employees shall be classified and paid in accordance with Schedule “A” which is attached to this collective agreement and forms a part of it.
- 10.02 New classifications may be established by mutual agreement between the Employer and the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement the rates shall be settled by arbitration under this agreement.
- 10.03 Wages shall be paid bi-weekly. Pay statements shall identify the following:
- a) rates and total hours;
 - b) total employee RSP deduction taken each pay period and the year-to-date total; and,
 - c) total vacation pay earned year-to-date.
- 10.04 Employees who are appointed by the Employer to committees (for example Occupational Health and Safety and Union Management Meetings) or attend staff meetings shall be paid at their prevailing hourly rate for their previous shift for all time spent for time spent in the meeting. All overtime rules apply as if they were working. Travel time is calculated and paid as if they were working.

10.05 Experience Portability

Upon hire, the employer may grant a new employee credit for relevant career services and place them above the start rate for the classification if the following criteria are met:

- The employee has a minimum of two (2) years of relevant experience; and
- The employer notifies the union in writing. This notification shall include the experience the employee is given credit for and the level at which they are placed.

For every two (2) years of work experience, the employer will credit the employee with one step on the grid. No new employee shall be placed at the last step on the grid.

Any new employee placed above the starting rate shall be remain at that rate until they have worked the requisite number of hours within the bargaining unit before progressing to the next increment (grid step).

Credit for previous experience and subsequent wage rate placement does not equate to bargaining unit seniority, nor does it count towards the completion of the probationary period.

Once hired there is no recourse by the employee to claim additional compensation under this Article.

ARTICLE 11 – SCHEDULING, HOURS OF WORK, AND OVERTIME

11.01 a) The Union recognizes the unique nature of the health services sector and the need to maximize client

satisfaction and continuity of care as an integral aspect of the success of the enterprise. The Employer recognizes the need to maximize predictability and certainty in the scheduling of hours.

- b) The Employer agrees to schedule in the best interest of the employee and client. Senior employees with the requisite qualifications, skill and ability shall be offered up to forty (40) hours per week, as hours become available, subject to the employee's availability, and hourly and daily restrictions and preferences.
- c) Senior employees who have not restricted their availability shall not receive fewer hours than junior employees where skill, ability, suitability and qualifications are relatively equal as per Article 11.02.
- d) Senior employees who have restricted their availability shall not receive fewer hours than junior employees who have similar restrictions where skill, ability, suitability and qualifications are relatively equal as per Article 11.02.
- e) Senior employees not maximizing hours, may assume hours from junior employees where continuity of care is not an issue. Hours that have already been sent to employees on their weekly schedules will not be affected. Client preference will be considered in this regard.
- f) Once the weekly schedules have been sent out, employees will not have the ability to have shifts removed

from their schedule except in the case of illness, injury, or emergency.

- g) Any additional available shifts booked in addition to the regular scheduling process will be offered to the most senior employee based on their availability, qualifications, skills and abilities in a manner that minimizes overtime costs for the Employer.

11.02 For the purposes of Article 11.01(b), ability and qualifications shall be determined using the following criteria:

- physical ability to provide appropriate client care;
- client preferences for a specified caregiver or for a caregiver of the same gender;
- language and cultural needs of the client;
- continuity of care;
- certificates held and job specific training.

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

11.03 Minimum Hours

- a) Every effort shall be made to offer employees shifts totalling at least four (4) hours if their availability is four (4) hours or greater. Employees will be scheduled for a minimum of two (2) hours daily unless their availability is limited to less than two (2) hours. If employees refuse work offered to make up the two (2) hour minimum or limit their availability to less than two (2) hours daily, they will only be compensated for hours worked.

Every effort shall be made to offer employees shifts totalling at least four (4) hours in any one (1) day with the exception where:

- i) scheduling necessitates;
 - ii) the employee has advised the Employer that they wish to work for less than four (4) hours; or,
 - iii) there is an emergency situation.
- b) Where a shift is cancelled without twenty-four (24) hours' notice, or where an employee reports to work but is unable to commence their duties for reasons beyond the control of the Employer, the employee shall receive payment for the cancelled hours at regular rates of pay for a minimum of two (2) hours, or up to four (4) hours in cases where the Employer can bill the client for these hours.

Whether or not the employee starts work, the Employer must pay the employee for a minimum of four (4) hours at the employee's regular wage if the Employer had previously scheduled the employee to work for more than eight (8) hours that day.

The employee may be required to report for work at the Employer's worksite if directed by the Employer to complete alternate duties for an equal number of hours as the employee is receiving compensation for.

c) Working in Other Classifications

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

11.04 Employees paid for short notice cancellations must be available for work during those hours previously assigned.

11.05 a) Hours of work will be averaged over a two (2)-week pay period for the purposes of calculating overtime. Employees working in excess of eighty (80) hours during that two (2)-week cycle shall be entitled to one and one-half times (1.5x) their regular rate of pay or, in the case of employees working in more than one classification, their average rate of pay. Daily overtime does not count towards this total. Any time worked over twelve (12) hours daily shall be paid at double (2x) the employee’s prevailing rate. The Employer shall ensure that the employee has at least eight (8) hours free from work between each shift, and for each week (a week is Sun 00:00 to Sat 23:59) of the cycle, the employee has a break of at least thirty-two (32) consecutive hours free from work.

b) Scheduled shift with unscheduled overtime

Where an employee is working a scheduled shift of eight (8) hours or fewer and the Employer asks the employee to work overtime beyond the minimum eight (8) regular hours, such overtime is payable at one and one half (1 ½)

times the employee's regular rate of pay up to twelve (12) hours and double (2x) time thereafter.

- c) Article 11.05 (b) does not apply to shifts of more than eight (8) hours and up to twelve (12) hours in duration where such shift hours are consecutive. If additional time is required beyond the twelve (12) hour shift, such overtime is payable at double (2x) time.
- d) Employees may refuse overtime without being subject to discipline, except in emergency situations. Where the employee is working a scheduled shift and the Employer asks the employee to work emergency overtime beyond eight (8) hours, such overtime is payable at double time (2x) thereafter until relief is found.
- e) When unscheduled or scheduled overtime occurs, the employer will first offer the opportunity to the most senior qualified employee who is currently working and would minimize the overtime costs for the Employer. If that employee declines, the offer will then be made to the next most senior qualified employee who is also currently working, and so on.

11.06 For the purposes of Article 11.01(b), availability shall be determined using the following factors:

- a) Five- (5) day work week – Employees will select two (2) full days per week in which the Employer will not schedule them for work. Employees can choose to work six (6) days in order to maximize weekly hours;

- b) Daily and hourly restrictions – Employees will indicate which days and at which times during their workdays they are not available. They will not be scheduled during these times unless mutually agreed upon;
- c) Daily and hourly preferences – Employees will indicate which days and at which times during their workdays they prefer to work. Every effort will be made to schedule them during this time;
- d) Employees will make themselves available for a minimum of four (4) hours in order to facilitate scheduling.
- e) Where they share the same supported individual, employees may exchange workdays and days off with each other providing they give the office seventy-two (72) hours' notice and such exchange is approved. Approval shall not be unreasonably withheld.
- f) Except in the case of illness or injury, an employee must give the Employer seventy-two (72) hours' notice to cancel an accepted scheduled shift. This notice must be given in writing or through a phone call to a supervisor or designate. Approval of such a request will be subject to operational requirements.

11.07 No employee shall be scheduled to work more than six (6) consecutive days and more than twenty-one (21) days in any four-(4) week period unless mutually agreed.

11.08 Employees will be expected to pick up, or receive via email, assignment sheets for the following Monday to Sunday not

more than once weekly. Additional changes shall be discussed directly with employees. Employees have the option not to accept changes outside their originally assigned hours when seventy-two (72) hours' notice is not given.

11.09 Employees will submit their availability on approved forms and be subject to the following principles:

- a) Employees shall inform the Employer of their availability at the point of hire and thereafter may amend their availability on:
 - December 1st: For January 1st – April 30th
 - April 1st: For May 1st – August 31st
 - August 1st: For September 1st – December 31st
- b) If an employee does not submit an updated availability by December 1st, March 1st, June 1st, and September 1st, they will default to their most recently submitted availability.
- c) Forms will be used to hold employees accountable to their stated availability. If an employee refuses a shift three (3) consecutive times and that shift is stated on their current availability, the Employer has cause for warning the employee of an availability violation.
- d) Availability Forms must include the following:
 - i. Employee's full name and contact information;
 - ii. An option to accept or decline short-call shifts.

For the purposes of this Article, a short-call shift is defined as any shift added to an employee's schedule

with less than seventy-two (72) hours notice. (For example: sick leave coverage)

- e) If an employee chooses to not be available for short-call shifts, the Employer agrees to not phone them for work outside their current availability unless given more than seventy-two (72) hours notice before the start of the added shift.
- f) If an employee wishes to make a change to their availability outside of the timelines specified in 11.09(a), they must do so by completing the employer's Availability Exception Form. Exceptions will be granted based on operational need and no employee will be granted more than one (1) exception per year. If the Employer is unable to grant the request, due to operational need or due to the employee having already used their annual exception request, the employee is expected to maintain their previous availability or be subject to progressive discipline.

11.10 Reporting work hours by the Employer's published deadlines shall be considered an essential part of the employee's work duties. Failure to report hours prior to a deadline may lead to delayed payment of wages and the employee may be subject to the disciplinary process. The Employer currently uses CallMe as the process for tracking time, however this program is subject to change. For specific requirements around the use of CallMe reference the CallMe Policy.

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

- a) desired hours are maximized (up to forty [40] hours in a week);
- b) hours are maximized in five (5) days;
- c) preferred hours and/or days are scheduled;
- d) consecutive hours of work during shifts shall be of at least four (4) hours in total;
- e) time off between shifts in a day is minimized;
- f) time off between shifts on consecutive days is maximized;
- g) higher paid classifications are assigned;
- h) total unpaid travel time is minimized.

11.12 a) Employees scheduled by the Employer to attend training (in person or online) on other than a scheduled day off shall be paid at their prevailing rate for all hours in attendance at the seminar/course in accordance with Article 11 – Scheduling, Hours of Work, and Overtime.

- b) Employees required by the Employer to attend training (in person or online) on a scheduled day off shall receive compensation for all hours worked in attendance at the seminar/course in accordance with Article 10- Scheduling, Hours of Work, and Overtime.

It is expected that employees utilize ongoing training opportunities offered by the Employer. The Employer will

provide periodic in-service training programs to ensure that employees providing care, benefit from ongoing personal development.

- c) Attendance at in-services and training programs will increase an employee's qualifications as referred to in Articles 11.01(b) and 11.02. Failure to remain current may negatively affect an employee's qualifications and available hours of work, as per Articles 11.01(b) and 11.02.
- d) The Employer shall maintain a record of in-services and training opportunities attended by employees (either in person or on-line) and make such records available to the Union in order to enable the Union to consider the application of Articles 11.01(b) and 11.02.

The Employer will offer mandatory, paid in-services at its discretion.

11.13 The Employee and the Scheduler shall work together to ensure that visits are scheduled such that there is sufficient time during the day for an unpaid meal break.

Should the unpaid meal break be disrupted due to the needs of the supported individual, the remaining break time will be paid, if it cannot be taken later in the same shift.

In such cases, the remaining break shall resume at a time that is mutually agreeable between the employee and their Supervisor and/or team members on duty.

- 11.14 Employees will work as per the start and end times and dates assigned for each shift. Employees are to direct any requests for time/date changes to the supervisor or designate and are not to make changes directly with the Supported Individuals.
- 11.15 Employees will have access to the most current care plan information.
- 11.16 When an employee has provided availability to work a weekend, employees must be available to pick up short notice requests (excluding live in or overnight visits) for the weekend if their availability calendar shows them as available for that particular weekend. Short notice requests shall be offered in order of seniority.
- 11.17 In circumstances where a Health Care Aide is the sole worker present in the Supported Individuals residence for a duration of one (1) hour or longer, they shall receive an additional fifty cents (\$0.50) per hour, as a shift differential for the time spent working alone.

ARTICLE 12 - VACATIONS

- 12.01 Employees will earn annual vacation entitlement, with pay calculated as a percentage of their gross earnings, as follows:
- a) from zero (0) to one (1) year of service – vacation pay at four percent (4%) of gross earnings;
 - b) after one (1) years' service – ten (10) working days' vacation, with pay at four percent (4%) of gross earnings;

- c) after four (4) years' service – fifteen (15) working days' vacation, with pay at six percent (6%) of gross earnings;
- d) after nine (9) years' service – seventeen (17) working days' vacation, with pay at seven percent (7%) of gross earnings;
- e) after fourteen (14) years' service – twenty (20) working days' vacation, with pay at eight percent (8%) of gross earnings.

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

- a) on termination of employment; and/or,
- b) on request of the employee with two (2) weeks' written notice, with a limit of three (3) such draws per year; and/or
- c) on the last pay period of each year, all remaining balance shall be paid out.

Vacation pay stubs shall show gross earnings as well as the vacation pay earned.

12.03 The Employer shall post blank vacation schedules on October first (1st) of each year in preparation for the scheduling of vacations the following year. Employees shall enter their first preference by December fifteenth (15th), with the requested vacation to be confirmed by the Employer no

later than January fifteenth (15th) the following year. The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If two (2) or more requests for vacation at the same time are submitted, seniority shall apply. Individual requests at other times will be made in writing and confirmed no later than three (3) weeks after the request is made. Such requests shall be granted on a first-come-first-served basis.

If an employee departs on a vacation that is not approved, they will be deemed to have abandoned their position and their employment will be terminated.

12.04 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:

- a) Absence on Workers' Compensation up to a period of twelve (12) months provided the employee has returned to their employment.
- b) Absence on Maternity or Parental Leave up to seventy-eight (78) weeks provided the employees has returned to their employment.
- c) Absence of the following leaves provided the employee has returned to their employment by the following timelines:
 - 1. Leave for Adoption – 52 weeks
 - 2. Family Responsibility Leave – 5 days
 - 3. Bereavement Leave – 3 days
 - 4. Reservist Leave – 20 days per calendar year

5. Leave for the Disappearance of a Child – 52 weeks
6. Leave with Respect to the Death of a Child – 104 weeks
7. Critical Illness or Injury Leave – up to 52 weeks dependent on circumstances
8. Leave Respecting Domestic or Sexual Violence – 10 days per calendar year
9. Jury Duty – for length of trial
10. Compassionate Care Leave – 27 weeks
11. All other protected leaves outlined in Part 6, Section 4 of the Employment Standards Act.

ARTICLE 13 – SICK LEAVE

- 13.01 All Employees who have successfully completed ninety (90) consecutive days of employment shall be entitled to five (5) paid sick days and three (3) unpaid sick days per calendar year.
- 13.02 Sick days may be used by an employee to be absent from work without loss of pay in the event of illness or disability or appointments (medical or dental) that conflict with the employee's schedule.
- 13.03 Sick days will not carry over from year to year if they are not used during the calendar year. For example, if all sick leave credits are not utilized by the Employee in the year 2025, they will not carry over to 2026. Upon request, the Employer will notify Employees of their available sick leave credits.
- 13.04 Paid sick days will be compensated based on the average day's pay calculated by taking total earnings (excluding overtime) earned over the previous thirty (30) calendar days

prior to the first day of absence divided by the number of days worked during those previous thirty (30) calendar days.

- 13.05 Employees will make every effort to call in a minimum of three (3) hours prior to the commencement of their scheduled shift.
- 13.06 The Employer has the right to request a doctor's note, or other reasonably sufficient proof of the need for the leave.
- 13.07 Unused sick leave credits will not be paid out upon termination of employment.
- 13.08 Paid sick days and statutory holiday pay are separate entitlements. If an employee qualifies for statutory holiday pay and is scheduled to work on the statutory holiday but takes a sick day, the employee would be entitled to an average day's pay for both the statutory holiday and the sick leave.
- 13.09 Vacation pay shall be calculated based on employee's total wages including the paid sick leave as per the Employment Standards Act.

ARTICLE 14 - HOLIDAYS

- 14.01 The Employer agrees to pay all regular employees, who have been employed with the Employer for a minimum of thirty (30) days before the statutory holiday and have worked a minimum of fifteen (15) days of the last thirty (30) days, at rates based on their daily average over the last thirty (30) days for the following twelve (12) holidays:

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

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

14.02 Statutory holiday pay will be issued as per Article 14.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee may request a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.

14.03 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid their normal wage for that day if the employee is entitled to a statutory holiday as per Article 14.01. If an employee works on one of the paid holidays, with the exception of Christmas Day, they shall be paid one and one-half (1½) times the regular hourly rate for hours worked up to twelve (12) hours, and two (2) times the regular hourly rate for hours worked over twelve (12) in addition to the statutory holiday pay, and may request another day off within four (4) weeks of the actual holiday date. If an employee works on Christmas Day, they shall be paid two (2) times the regular rate for all hours worked.

14.04 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.

ARTICLE 15 - SENIORITY AND LAYOFF

15.01 a) Seniority is the ranking of employees in accordance with their hours accumulated since their most recent date of hire, which is an employee's first shift, and is applied across the bargaining unit.

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

15.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be sent a copy of the seniority list in January, May and September to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction. The Employer shall also post a seniority list on the Union bulletin board and email a seniority list in January, May and September to the employees. For privacy reasons, the list shall only include an employee's first name, date of hire and total hours, and shall be protected.

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

a) voluntarily terminate their employment;

b) are discharged and such discharge is not reversed through the Grievance Procedure;

- c) are laid off for a continuous period of more than twelve (12) consecutive months;
- d) do not report for work for two (2) consecutive shifts without satisfactory reason;
- e) do not accept shifts for a thirty (30) day period without being on an Employer approved leave;
- f) use a leave of absence for a purpose other than for which it was granted;
- g) are convicted of a criminal offence which impacts the caregiver relationship.

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

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

15.05 The Employer shall give the following notice to employees based on their tenure with the Employer:

- After three (3) months, one (1) weeks' pay or notice.
- After one (1) year, two (2) weeks' pay or notice.

- After three (3) years, three (3) weeks' notice and/or pay plus one (1) weeks' notice and/or pay for each additional year up to a maximum of eight (8) weeks.

15.06 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff or termination took place.

15.07 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless they have a justifiable reason for their failure to return. Failure to return to work as agreed may be a just cause for termination.

ARTICLE 16 - JURY DUTY

16.01 It is agreed that the Employer shall grant leave to an employee participating in the process of jury selection or jury duty. The Employer will continue to make the Employer's contributions to the Benefit Plan during the leave as long as the employee makes the employee payments during this time.

ARTICLE 17 –BENEFITS PLAN

17.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay fifty percent (50%) of the premium cost of the Benefit Plan, administered by the CLAC Health and Welfare Trust Fund, on behalf of all eligible employees as per Article 17.04. An outline of the plan is listed in Schedule "B".

17.02 It is understood and agreed that it is the employee's responsibility to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

17.03 In the event of sickness or injury, the Employer shall continue with the employee's contributions to provide coverage to the end of the month following the month in which the sickness or injury took place. The employee shall have the ability to self-pay the entire premium cost thereafter. (Refer to plan policy provision.)

17.04 Eligibility for Benefits

- a) Employees shall be eligible for benefit coverage upon completion of six (6) months continuous employment and maintaining an average of twenty (20) hours per week over twelve (12) consecutive weeks.

Verifications will be done by the Employer each month, for the hours worked in the previous twelve (12) weeks; e.g. if an employee has averaged twenty (20) hours per week in the twelve (12) weeks prior to June thirtieth (30th), the employee would be eligible for benefits starting on July 1. Employees who are eligible for the benefit provisions as above, shall continue to be covered by said provisions as long as they meet the threshold described above.

- b) Employees who worked an average of twenty (20) hours per week within a twelve (12)-week window continue to be eligible for coverage for the next month.
 - i. This clause does not apply to employees who subsequently quit and were re-hired in which case 17.04 will apply.
 - ii. It does apply to eligible employees who, after their qualifying window, were off on an Employer-approved Leave of Absence, Medical Leave or Maternity/Paternity Leave and protected leaves outlined in Part 6, Section 4 of the Employment Standards Act (BC).
- c) Employees who, on account of a reduction in their hours worked availability, fail to maintain sufficient hours will be disqualified as follows:
 - i. On a monthly basis as per 17.04(a), the Employer reviews eligible Employees hours worked in the previous twelve (12) weeks. If they are failing to maintain an average of twenty (20) hours per week over the twelve (12) consecutive week period, they shall receive a letter informing them they are not meeting the hourly requirements to maintain their benefits.
 - ii. There will be one month's grace period – if the employee fails to maintain sufficient hours in

the subsequent month, coverage will end the following month.

- d) Employees who are eligible to receive benefits shall receive coverage effective on the first day of the month following the month in which they become eligible. On a monthly basis, the Employer will remit premiums proportionate to the eligible employees' effective benefit coverage date and shall continue to remit as per Article 9 thereafter. The benefit remittances are due by the twenty-fifth (25th) of the month for the next month of coverage. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is required before claims can be submitted.
- e) The Employer agrees to pay its portion of the monthly cost share of the agreed upon Benefit Plan, administered by the union, with eligible employees. The full monthly benefit cost will be supplied by the Union to the Employer annually (normally in November) and will be effective January first (1st) of the following year.
- f) Where the Benefit Plan remittance is separate from the remittance outlined in Article 9, it will list the first, middle and last name, and the Social Insurance Number of each eligible employee.
- g) The Employer will report the taxable benefit amount(s) as supplied by the Union on each employee's T4.

ARTICLE 18 – RETIREMENT SAVINGS PLAN

- 18.01 a) All employees who have completed fifteen hundred (1500) hours of employment and who work an average of twenty (20) hours per week shall be eligible for Employer contributions towards the CLAC Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees. The Employer will match employee contributions to a maximum amount of three percent (3%) of gross wages. The Employer shall remit these funds monthly to the applicable CLAC Remittance Team.
- b) Employees may, at their option, authorize the Employer to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary RSP contributions which are above and beyond those contributions outlined in Article 18.01(a). Employees are responsible for completing the application form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer. A request for such deductions shall be submitted in writing to the Employer on an Employee Voluntary Contribution form, which will remain on file with the Employer.
- c) All contributions received shall vest immediately in the employee’s account on whose behalf the deposit was made.
- d) The total amount of retirement contributions remitted by the Employer and on an employee’s behalf cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no

obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, it is the employee's responsibility to ensure they does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.

- e) The Employer will remit retirement contributions to the applicable CLAC Remittance Team [by](#) the 15th of each month. Employer, employee and voluntary contributions must be recorded separately on the remittance.
- f) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.
- g) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Employees may make written application for leaves of absence without pay. The Employer will grant reasonable requests and consider length of service, compassion, and operational requirements in the decision whether to grant such leave, and the length of time of such leave.

19.02 If the employee furnishes false information regarding sick leave or a leave of absence, they may be subject to discipline, up to termination.

19.03 An employee can take up to three (3) days of paid leave in the event of death in the employee's immediate family (spouse, parents, guardians, sisters, brothers, children, mother-in-law, father-in-law, and grandparents). This leave:

- does not have to be in consecutive days
- does not need to be to attend a funeral
- does not have to start on the date of death.

An employee is entitled to be absent from work for five (5) days without pay. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours for that day.

19.04 All leaves of absence provided for in this agreement are leaves without pay, unless it is specifically provided in the appropriate Article that the particular leave of absence is to be granted with pay.

19.05 Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the

Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.

19.06 Employees shall be granted up to eighteen (18) months of parental leave without loss of seniority, upon written request. Employees must make arrangements to contribute their share of premium costs of the Health & Welfare Plan in the event that they wish to maintain coverage.

19.07 Indigenous employees may be granted reasonable leaves of absence without pay to engage in traditional Indigenous practices. Requests shall be approved at the discretion of the employer.

19.08 Employees shall be granted the following leaves without loss of seniority:

1. Leave for Adoption – 62 weeks
2. Maternity Leave – 16 weeks
3. Paternity Leave – up to 62 weeks
4. Family Responsibility Leave – 5 days
5. Bereavement Leave – 3 days
6. Reservist Leave – 20 days per calendar year
7. Leave for the Disappearance of a Child – 52 weeks
8. Leave with Respect to the Death of a Child – 104 weeks
9. Critical Illness or Injury Leave – up to 52 weeks dependent on circumstances
10. Leave Respecting Domestic or Sexual Violence – 10 days per calendar year
11. Jury Duty – for length of trial
12. Compassionate Care Leave – 27 weeks
13. Protective leaves outlined in Part 6, Section 4 of the Employment Standards Act (BC).

Employees must make arrangements to contribute their portion of the premium costs of the Health & Welfare Plan in the event that they wish to maintain coverage.

19.09 If an employee departs on a leave of absence that is not approved, they will be deemed to have abandoned their position and their employment will be terminated.

19.10 Employees shall not be deprived of leaves which they are entitled under the Employment Standards Act or any other applicable legislation.

ARTICLE 20 – RETURN TO WORK PROGRAM

- 20.01 a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals.
- b) The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- c) The Union and the Employer are committed to a safe return to work program that addresses the needs of each employee who participates.
- d) The Employer will notify the Union of an Employee's return to work.
- e) If requested by the Employee, the Union will meet with the Employer and Employee to discuss the program.

ARTICLE 21 – EDUCATION AND TRAINING FUND

21.01 The Employer agrees to pay three cents (\$0.03) per hour for all hours worked by all employees to the Union Education and Training Fund, to a maximum of three thousand dollars (\$3,000.00) per year.

ARTICLE 22 - SAFETY AND HEALTH

22.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.

22.02 A Safety Committee shall be structured and shall operate in the following manner:

- a) The Employer and the Union shall each appoint a minimum of four (4) representatives to a Safety Committee for a workplace of twenty (20) or more employees- two (2) of which must be from the employees. An alternate will be chosen to serve in the absence of regular representatives.
- b) The Committee shall operate in a manner that is compliant with Workers' Compensation regulations. The co-chairs of the meeting will mutually decide who will take the minutes of each meeting.
- c) The Safety Committee will meet monthly with additional meetings called by the co-chairs as required. Meetings are to be held during regular working hours and members paid at prevailing hourly rates. The hours will count towards overtime.

- d) The recommendations of the Safety Committee will be assessed by the Employer with a response provided within twenty-one (21) days as per Workers' Compensation legislation.
- e) The Safety Committee shall have the power to file a grievance against the Employer if the Employer violates Article 22.02(d).

ARTICLE 23– PHOTO IDENTIFICATION

- 23.01 The Employer agrees to provide, and when required replace, employee photo identification under the following conditions:
- Normal wear and tear including fading,
 - Damaged or destroyed while in course of duty eg: broken, or damaged by support individual,
 - Lost / misplaced

ARTICLE 24 - UNION-MANAGEMENT COMMITTEE

- 24.01 a) In order to promote sound relations at work, the parties agree to schedule Union-Management meetings once every three (3) months during the life of this agreement. These meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement. Employees shall be paid their prevailing hourly rate for attendance at Union-Management meetings. These hours will count toward overtime.
- b) The Employer and the Union may each appoint up to three (3) representatives to the Union-Management Committee. The minutes shall record the business of

each meeting. The parties agree that the minutes shall not be distributed until there is mutual agreement regarding their content. A copy of these minutes will be posted and emailed to staff.

Meetings/agendas/minutes will be a shared responsibility, alternating each meeting.

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

24.02 The Union-Management Committee shall meet to discuss and agree to terms and conditions on the following:

- a) employee availability and hourly restrictions as it relates to scheduling and hours of work;
- b) processes and systems that will lead to enhanced delivery of services;
- c) meal and break periods;
- d) health and welfare provisions;
- e) training initiatives and reporting.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 INFORMAL PROCEDURE - As an informal step, an employee is encouraged to make every effort to resolve the grievance directly with their Manager. An employee may be accompanied by a Steward.

- 25.02 The parties to this agreement recognize the Stewards, and the Union Representatives specified in Article 5, as the agents through whom employees shall process their grievances and receive settlement thereof.
- 25.03 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 25.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this agreement. A Policy Grievance may be submitted by either party to arbitration under Article 26, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- 25.05 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievers shall be listed on the grievance form.

25.06 Step 1

Any employee having a grievance will, accompanied by a Steward, or a Union Representative, submit the grievance to the Employer within ten (10) workdays of the act or condition causing the grievance. The Employer will deal with the grievance not later than the seventh (7th) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of their decision in writing.

Step 2

If the grievance is not dealt with under Step 1, a Union Representative may, within seven (7) workdays of the decision under Step 1, or within seven (7) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within seven (7) work days after the grievance has been filed. The Employer shall notify the griever and the Union Representative of their decision in writing within five (5) workdays following the meeting.

25.07 Impact of Weekend and Paid Holidays on Timelines

It is mutually understood between the parties that Saturday, Sunday and designated paid holidays shall not be considered the final day in which any action is to be taken or completed under the grievance procedure and shall extend only until the end of the next workday.

ARTICLE 26 - ARBITRATION

- 26.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 26.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) work days after receiving the decision given at Step 2 of the Grievance Procedure.
- 26.03 If a Notice of Desire to Arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within fourteen (14) work days of service. The Arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 26.04 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 26.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) work days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 26.06 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as Arbitrator.
- 26.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax or by email.

- 26.08 It is agreed that the Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 26.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 26.10 The parties will equally bear the expense of the Arbitrator.
- 26.11 The Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this agreement.

ARTICLE 27- DISCHARGE, SUSPENSION AND WARNING

- 27.01 a) When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the Employer to a steward and to the office of the Union. Prior to issuing such a reprimand and provided that the employee has been properly notified of reasonable standards that they are expected to meet, the Employer or Department Supervisor shall inform the employee of their right not to be reprimanded until a Steward or Union Representative can be present. The Employer agrees to commit to the principles of progressive discipline.

- b) Notwithstanding Article 27.01(a), it is understood that probationary employees may be terminated at the Employer's discretion. The Employer agrees that such terminations will not be discriminatory or in bad faith.

ARTICLE 28 - ADJUSTMENT PLAN

28.01 If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom the collective agreement applies:

- a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected, and;
- b) after notice has been given, the Employer and Union shall meet in good faith and endeavour to develop an adjustment plan which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - ii) human resources planning and employee counselling and retraining;
 - iii) notice of termination;
 - iv) severance pay and other benefits;

- v) a bipartite process for overseeing the implementation of the adjustment plan.

28.02 If, after meeting in accordance with Article 28.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the collective agreement.

ARTICLE 29 - GENERAL

29.01 In this Agreement, words that state gender specific language will be referenced to gender neutral language as the context requires.

29.02 For the purposes of employment verification, the Employer will provide an employee with a confirmation of employment letter detailing their employment dates, length of service, classification, and total hours worked as requested.

ARTICLE 30 - DURATION

30.01 This Agreement shall be effective on the first (1st) day of December, two thousand twenty-four (2024) and shall remain in effect to and including the thirtieth (30th) day of November, two thousand twenty-seven (2027), and if agreed to by the parties, for further periods of one (1) year unless notice in writing is given, by either party, of the desire to cancel, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall

continue until the parties renew, revise or reach a new Agreement.

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

DATED at _____ B.C., this _____ day of _____, 2025.

Signed on behalf of
CBI HOME HEALTH (BC) LTD. -
VANCOUVER

Signed on behalf of
SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501

Authorized Repres

This printing is for information
purposes only.
Original signed documents are held
on file at the Langley Member Centre.

representative

Authorized Representative

Bargaining Committee Member

SCHEDULE “A” JOB CLASSIFICATIONS AND HOURLY RATES

Effective December 1, 2024 (5% increase)

YEAR ONE	Band One	Band Two	Band Three	Band Four	Band Five	Band Six
Hours	Start-1,500	1,501-3,000	3001-4500	4,501-6,000	6,001-7,500	7,501 +
Health Care Aide (HCA)	\$ 22.61	\$ 23.01	\$ 23.40	\$ 23.82	\$ 24.24	\$ 24.68
Mental Health Direct Support Specialist	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96

Effective December 1, 2025 (1.5% increase)

YEAR TWO	Band One	Band Two	Band Three	Band Four	Band Five	Band Six
Hours	Start-1,500	1,501-3,000	3001-4500	4,501-6,000	6,001-7,500	7,501 +
Health Care Aide (HCA)	\$ 22.95	\$ 23.35	\$ 23.76	\$ 24.18	\$ 24.61	\$ 25.05
Mental Health Direct Support Specialist	\$ 22.95	\$ 23.40	\$ 23.87	\$ 24.35	\$ 24.83	\$ 25.33

Effective December 1, 2026 (2.5% increase)

YEAR THREE	Band One	Band Two	Band Three	Band Four	Band Five	Band Six
Hours	Start-1,500	1,501-3,000	3001-4500	4,501-6,000	6,001-7,500	7,501 +
Health Care Aide (HCA)	\$ 23.52	\$ 23.93	\$ 24.35	\$ 24.79	\$ 25.22	\$ 25.67
Mental Health Direct Support Specialist	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.45	\$ 25.97

Note: The Employer may hire non-certified Health Care Aides at Step 1 of the above grid. Such employees shall not be entitled to progress down the grid until they attain their certification and provide documentation proving same to the employer.

NOTES:

The Employer is authorized to compensate over and above the minimum rates as market conditions require.

Employees performing live-in duties shall be compensated by a flat fee for each twenty-four (24) hour period, based on the following:

- twelve (12) hours at the appropriate rate for the classification and level;
- seniority and benefits shall accrue, and hours accumulate for the purpose of wage progression, based on twelve (12) hours per day;
- breaks of a total of two (2) hour may be arranged at the employee's request.

An employee will not be scheduled to perform live-in work unless they indicate to the Employer, in writing, their willingness to do so.

Steward Premium

A Union Steward shall be paid a premium of thirty cents (\$0.30) per hour. This premium shall be added to their rate of pay for as long as they hold the office.

SCHEDULE “B” BENEFIT PLAN COVERAGE – SERVICE PLAN

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- Life Insurance
 - \$50,000.00 life insurance per employee under the age of 65;
\$25,000 per employee from age 65 up to and including age 74;
 - \$10,000.00 for Spouse
 - \$5,000.00 for each dependent child
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$1,500 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$350 per year
 - age 21 and over: \$350 every two years
- extended health coverage for employee and family
\$600/person/year/per type of practitioner;
- massage therapy with a limit of \$80/visit;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,700.00 per month per employee, payable after twenty-six (26) weeks until age 65.

- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM	www.clac.ca	1-888-600-2522
CLAC RETIREMENT MEMBERCARE		1-800-210-0200
(Group RSP & Pension Plan)		
GREEN SHIELD CANADA	(access through myCLAC.ca)	1-888-711-1119
HUMANACARE (EFAP)	www.humanacare.com/clac	1-800-661-8193

SCHEDULE “C” CONSCIENTIOUS OBJECTOR STATUS

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

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

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

CBI HOME HEALTH (BC) LTD. - VANCOUVER

AND

**SERVICE, HEALTH, MANUFACTURING AND
ALLIED WORKERS UNION, CLAC LOCAL 501**

The parties agree that should the Employer secure a contract with a health authority in the term of this agreement, the Employer and the Union agree to conduct a wage review within one (1) months' time.

DATED in _____, B.C., this _____ day of _____, 2025.

SIGNED on behalf of
**CBI HOME HEALTH (BC) LTD. -
VANCOUVER**

SIGNED on behalf of:
**SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501**

Authorized Representative

Representative

This printing is for information
purposes only.
Original signed documents are held
on file at the Langley Member Centre.

Authorized Representative

Authorized BC Representative