

COLLECTIVE AGREEMENT



FRASER VALLEY

and

**SERVICE, HEALTH, AND
ALLIED WORKERS' UNION
LOCAL 501 (C.L.A.C.)**

**AFFILIATED WITH THE
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

Our Commitment to the Workplace

The Christian Labour Association of Canada (CLAC) and its affiliated locals were founded on the European model of Christian labour unions, which applies principles of social justice to labour relations and the workplace. We value our members' trust and pledge to serve them and promote their economic and social interests. We commit to:

INTEGRITY

- Deal fairly and honestly with all people
- Earn the trust of workers and their employers
- Honour our commitments and obey the law

PARTNERSHIP

- Recognize the goals and interests, both shared and different, of labour and management
- Pursue the good of others and expect the same treatment from them
- Facilitate a workplace where labour and management can be compatible partners

FAIRNESS

- Treat all persons with respect and honour their dignity
- Advocate for and enforce workers' rights in labour law and under collective agreements
- Insist on a fair distribution of the wealth created by work

RESPECT

- Strive to balance individual and collective interests in our representation
- Listen to and respect legitimate differences of opinion
- Honour the right of workers to freely choose union membership

COMMUNITY

- Work to reduce and resolve conflict between people
- Promote a balance between work, family, and other social responsibilities
- Increase public recognition of workers' contributions to society

COLLECTIVE AGREEMENT

BETWEEN:

**446784 B.C. LIMITED
carrying on business as
WE CARE HOME HEALTH SERVICES**

AND:

**SERVICE, HEALTH AND ALLIED WORKERS'
UNION, LOCAL 501 AFFILIATED WITH THE
CHRISTIAN LABOUR ASSOCIATION
OF CANADA (C.L.A.C.)**

August 24, 2012 to August 23, 2014

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COLLECTIVE AGREEMENT

BETWEEN:

446784 B.C. LIMITED
Carrying on business as
WE CARE HOME HEALTH SERVICES
(hereinafter referred to as the “Employer”)

AND:

SERVICE, HEALTH AND ALLIED WORKERS’
UNION, LOCAL 501 AFFILIATED WITH THE
CHRISTIAN LABOUR ASSOCIATION OF
CANADA (C.L.A.C.)
(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.

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 This Agreement covers all employees in the bargaining unit as established in the Certificate issued by the British Columbia Labour Relations Board dated April 18, 2001, save and except those excluded by the *BC Labour Relations Code*.
- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual 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 Union acknowledges that it is the function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials and equipment;
 - b) maintain order, discipline and efficiency;
 - c) hire, direct, transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the

purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 22.

- 2.06 The Employer agrees not to contract out bargaining unit work and non-bargaining unit personnel will not perform bargaining unit work except where the Employer does not have, or cannot reasonably acquire, the required skills or equipment, or in emergency situations where client care needs are at risk. However, nothing herein shall preclude management personnel from performing the work they have historically performed prior to the date of ratification.
- 2.07 The Employer shall provide bulletin board facilities at all drop boxes for the exclusive use of the Union. The use of such bulletin board shall be restricted to the business affairs of the Union, and personnel related matters from the Employer.

ARTICLE 3 – SCOPE

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term Collective Agreement, and where the change is not automatic, the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 The parties agree that
- Part 3, Wages, Special Clothing, & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holidays;
 - Part 7, Annual Vacation; and
 - Part 8, Termination of Employment

of the *Employment Standards Act* as of August 24, 2005 form part of this Collective Agreement, except those provisions specifically modified by this Collective Agreement.

- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 3.04 It is agreed that the omission of specific mention in the Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to elect or appoint 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.

- 4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 4.03 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.
- b) Stewards will not deal with Union business, including grievances, at, or from a client's home.
- c) Where an employee is called to a disciplinary meeting, a Steward shall be present. Upon request, the employee and the Steward shall be granted up to ten (10) minutes to discuss issues related to the discipline prior to the meeting with the Employer.
- 4.04 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 shall bear the costs associated with compensating an employee for those hours at the appropriate rate.
- 4.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.
- 4.06 There shall be no union activity on Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.

4.07 A Union Steward shall be present at new employee orientation meetings. The Employer will notify the Steward a minimum of one (1) business day before a new employee orientation is about to take place. The Steward shall be given 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 5 – STRIKES OR LOCKOUTS

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

5.02 In accordance with Section 57 (1) of the B.C. *Labour Relations Code*, it is understood that during the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

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

6.02 The Employer has the right to hire new employees as needed, provided that no new employees will be hired while there are

employees on lay-off, or employees available who are not maximizing their weekly hours, subject to their availability.

- 6.03 New employees will be hired on a three- (3) month or sixty- (60) working day probationary period, whichever is greater, and thereafter attain regular employment status. Their seniority shall be dated back to the beginning of their employment. With the mutual agreement of the Union and the Employer, the probationary period may be extended by up to twenty (20) working days. Notwithstanding the foregoing, the probation period shall not exceed six (6) months in any case.
- 6.04 The Employer shall provide the Union with necessary information regarding hirings, layoffs, and terminations of bargaining unit members. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to seniority, classification, and rate, shall be forwarded to the Union during January, April, July, and October of each year. It is the responsibility of each employee to notify the employer in writing of any and all necessary status changes, and address and phone number changes.
- 6.05 Employees on probation are covered by the Agreement, except those provisions that specifically exclude such employees.
- 6.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.

- 6.07 The Employer shall annually review employees as to their overall work performance. The supervisor conducting the review shall first of all give the employee an opportunity to read their written review. The employee shall be allowed the opportunity to write their personal comments on the evaluation form. These evaluations shall be for personal assessment only. They shall not form a part of an employee's record for any disciplinary purposes.
- 6.08 Employees shall have access to their personal file during regular office hours upon giving the Employer reasonable notice of this request and a time for review that will not disrupt the flow of work. An Employer representative and/or a Steward may be present when the employee examines the file.

ARTICLE 7 – HARASSMENT

- 7.01 Neither the Employer nor the Union will tolerate verbal, physical or sexual harassment in the workplace. The Employer shall post their policy of physical and sexual harassment. Complaints will be thoroughly investigated. Alleged failure by any party to deal with a physical or sexual harassment complaint may be the subject of a grievance pursuant to this Agreement. Such complaint should be submitted in writing to the Employer within thirty (30) days of the occurrence. (Refer to We Care Harassment Policy.)

ARTICLE 8 – UNION DUES

- 8.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

- 8.02 a) The Employer is authorized to and will deduct from each employee's pay cheque an amount equal to union dues, and where applicable, an amount equal to union dues arrears and union administration dues, as a condition of employment.
- b) The amount of union dues and administration dues shall be in accordance with the direction of the Union, as determined by the National Convention.
- 8.03 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues, and the Union shall save the Employer harmless for all such deductions.
- 8.04 The total amount deducted will be submitted to the Union's Remittance Processing Centre within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount deducted for each.
- 8.05 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of each new employee shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

ARTICLE 9 - JOB CLASSIFICATIONS AND RATES OF PAY

- 9.01 Employees shall be classified and paid in accordance with Schedule "A" that is attached to this Collective Agreement and forms a part of it.

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

- a) the employee has a minimum of two (2) years of relevant experience; and
- b) the Employer notifies the Union in writing. This notification shall include the experience the employee is given credit for and the level at which she is placed.

For every two (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.

9.03 Movement between the classification salary levels shown in Schedule “A” is based on working one thousand (1000) hours from the date the employee started employment or attained the previous step increase.

9.04 New classifications may be established by mutual agreement between the Employer and the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.

9.05 Wages shall be paid bi-weekly. Paycheques shall identify the following:

- a) the classification(s) worked with corresponding rates and total hours. Classifications shall correspond to those listed in Schedule “A”;
- b) total RSP earned that paycheque period and the year-to-date total;

- c) total overtime banked that paycheque period, total remaining, and at what rate is was earned;
- d) total vacation pay earned year-to-date;
- e) every six (6) months (twice per year), the total sick hours available.

9.06 Employees who are appointed by the Employer to committees shall be paid at their regular straight time hourly rate for time spent in committee meetings. All employees required to attend staff meetings shall also be paid at their regular straight time hourly rate for all time so spent.

9.07 Travel Expense

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

a) Travel Time

- i) Employees will leave clients ten (10) to fifteen (15) minutes before the end of the scheduled hours to accommodate travel time in those cases where clients are booked back to back. Compensation will be for the hours scheduled.
- ii) In cases where clients require the full scheduled hours of service/care, employees will be scheduled with fifteen (15) to thirty (30) minutes between clients and will be compensated at the prorated hourly rate.

b) Straight Mileage Compensation Between Clients

Beginning on November 16, 2012, Employees shall be compensated by the Employer for each kilometre between clients as follows:

- i) forty eight cents (\$0.48) per kilometre; and
 - ii) forty nine cents (\$0.49) per kilometre effective August 24, 2013.
- c) Employees who are required to use their own vehicle to transport a client for pre-approved appointments and outings shall be reimbursed at forty-eight cents (\$0.48) per kilometre, effective August 24, 2012. Effective August 24, 2013, employees will be reimbursed at a rate of forty-nine cents (\$0.49) per kilometre.

Employees are responsible for recording their travel expense allotment on their time cards or as per their Employer's instructions. Travel expense allotments must be claimed during the current pay period.

ARTICLE 10 – SCHEDULING, HOURS OF WORK, AND OVERTIME

- 10.01 a) The Union recognizes the unique nature of the home care services sector and the need to maximize client satisfaction and continuity of care as an integral aspect of the success of the enterprise. The Employer recognizes the need to maximize predictability and certainty in the scheduling of hours.
- b) To that end, the Employer agrees to consult employees in developing the work schedule. Senior employees with the requisite qualifications 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 lost client hours shall be matched up with other clients as soon as possible in a manner that will not impede client service.
 - d) Senior employees who have not restricted their availability shall not receive fewer hours than junior employees where ability and suitability are relatively equal.
 - e) Senior employees who have restricted their availability shall not receive fewer hours than junior employees who have similar restrictions where ability and suitability are relatively equal.
 - f) In order to provide services to new clients, the Employer may hire new employees if no existing employees are available to work the additional hours. The Employer will make all reasonable efforts to match new clients to existing employees first.
 - g) Senior employees not maximizing hours may assume hours from junior employees where they share the same clients or where continuity of care is not an issue. Hours that have already been scheduled will not be affected.
 - h) Student nurse care aides will only be assigned to regular employees where said employees have given their consent.
- 10.02 a) For the purposes of this Agreement, ability shall be determined considering the employee's physical ability to provide appropriate client care. To determine an employee's physical ability, the Employer may require a physician's statement.
- b) For the purposes of this Agreement, suitability shall be determined considering client preferences for a specified

caregiver or for a caregiver of the same gender, and considering the language and cultural needs of the client.

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

- a) five (5)-day workweek – 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) Geography - Employees will only be scheduled for work in the geographical region(s) (Mission, Abbotsford, Chilliwack, and East of Chilliwack) in which they indicate their availability;
- c) Daily and hourly restrictions - Employees will indicate which days and which times during their workdays they are not available and they will not be scheduled during these times;
- d) Daily and hourly preferences – Employees will indicate which days and which times during their workdays they prefer to work, and every effort will be made to schedule them during this time;
- e) Split shifts – In accordance with the *Employment Standards Act*, employees will complete their shift assignments within twelve (12) hours of starting work;
- f) Time between shifts – The Employer must ensure that each employee has at least ten (10) hours free from work between each shift worked. Employees may choose to have as few as eight (8) hours between shifts in order to maximize their weekly hours.

- g) Minimum hours – Employees will be offered assignments totaling at least four (4) hours in any one (1) day unless they advise the Employer they wish to work for less than four (4) hours;
- h) Minimum length of assignments – Every attempt will be made to schedule assignments in blocks of at least four (4) hours that do not impede client service, unless employees advise the Employer they wish to work in blocks of less than four (4) hours;
- i) Working in other classifications – Employees will be scheduled to work in classifications other than the one they were hired for only if they have indicated their availability to do such work and have the appropriate qualifications. Employees will continue to be paid at their higher classification rate.

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

10.04 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 shift assignments 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.
- 10.05
- a) Hours of work will be averaged over a two (2)-week period for the purposes of calculating overtime. Employees working in excess of eighty (80) hours during the two (2)-week cycle shall be entitled to one and one-half (1.5x) times their regular rate of pay. The Employer shall ensure that the employee has at least eight (8) hours free from work between each shift, and for each week of the cycle the employee has a break of at least thirty-two (32) hours free from work.
 - b) Scheduled shift with unscheduled overtime
Where an employee is working a scheduled shift and the Employer asks the employee to work overtime beyond eight (8) regular hours, such overtime is payable at one and one-half (1.5x) times the employee's regular rate of pay up to twelve (12) hours and double time (2x) thereafter.
 - c) When a statutory holiday occurs during the work week, any hours worked in excess of thirty-two (32) hours will be considered overtime and will be compensated accordingly.
 - d) Live-in work does not qualify for overtime under this Article.
 - e) Employees may refuse overtime without being subject to discipline, except in emergency situations.
- 10.06 Employees have the right to refuse shifts longer than eight hours without being subject to discipline.

10.07 a) In the development of the work schedule, the Employer will be guided by the principle of continuity of care, subject to the criteria of availability in Article 10.03.

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

- a) In the event of an assignment cancellation with less than twenty-four (24) hours' notice, the Employer agrees to make every effort to provide equivalent hours to the affected employee;
- b) Where no equivalent hours are available, the Employer agrees to pay the employee for the cancelled hours where such hours are billable to the client;
- c) In the event the employee reports for work and learns that the assignment was cancelled, or the employee does not receive access to the client's residence for any reason, the Employer agrees to pay the employee for the cancelled assignment hours up to a maximum of four (4) hours, or for assignment hours in excess of four (4) hours where such hours are billable to the client;
- d) In the event the employee has commenced work and the client cancels the remainder of the assignment, the employee shall be paid for the entire assignment.

10.09 Except in the case of illness or injury, an employee must give the Employer five (5) days' notice to cancel an accepted scheduled assignment. This notice must be given in writing or through a phone call to a supervisor or designate. Approval of such a request will be subject to operational requirements.

- 10.10 An employee reporting to work but unable to commence her duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to her Supervisor. Employees shall be entitled to receive payment for the cancelled hours to a maximum of two (2) hours for any of the cancelled hours.
- 10.11 Employees will submit their availability on approved forms in two (2) month intervals no later than two (2) weeks in advance. Employees will select weekend days (Saturdays and/or Sundays) that they will be available to work as per the following schedule:
- a) up to fifteen hundred (1,500) hours' service – four (4) weekend days per month;
 - b) fifteen hundred (1,500) to three thousand (3,000) hours' service – three (3) weekend days per month;
 - c) three thousand (3,000) to six thousand (6,000) hours' service – two (2) weekend days per month;
 - d) over six thousand (6,000) hours' service – one (1) weekend day per month.

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

Employees who have not submitted their availability sheet as per Article 10.11 in the Collective Agreement, will be scheduled for work as per their last availability calendar on file.

Employees hired specifically for weekend/night/evening work, will be exempt from the provisions of Article 10.11 a). After they have worked 1,500 hours the provisions outlined in Article 10.11 b), c), and d) will apply.

10.12 Employees paid for short notice cancellations must be available for any work as per Article 10.03 during those hours previously assigned. Employees will be paid the same rate as the cancelled shift.

10.13 Assignment Sheets and Care Plans

Employees will be expected to pick up 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 to not accept changes outside their originally assigned hours when five (5) days' notice is not given. Care plans shall be issued with each new client or if there is a change in services. Care plans shall detail the appropriate classification for each client.

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

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

ARTICLE 11 - VACATIONS

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

- a) from zero (0) to one (1) year of service – vacation pay at four percent (4%) of gross earnings;

- b) after one (1) year's 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 based on six percent (6%) of gross earnings;
- d) after eight (8) years' service – twenty (20) working days' vacation based on eight percent (8%) of gross earnings.
- e) after fifteen (15) years' service – twenty-five (25) working days based on ten percent (10%) of gross earnings.

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

- a) on the pay day immediately prior to an employee's scheduled vacation for the period taken, and/or;
- b) on termination of employment;
- c) on request of the employee with two (2) weeks' written notice with a limit of three (3) such draws per year.

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

11.03 The Employer shall post blank vacation schedules before the first of January of each year. Employees shall enter first preference by March 1, with the requested vacation to be confirmed by the Employer no later than April 1 in each year. The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two (2) or more requests for vacation at the same

time, seniority shall apply. Individual requests in other times will be made in writing and confirmed no later than three (3) weeks after the request is made. Such requests shall be granted on a first-come-first-served basis.

- 11.04 Statutory holiday pay will be issued as per Article 12.01 during the pay period the holiday occurs. In the event a statutory holiday falls during an employee's annual vacation, such employee may request a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.
- 11.05 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation, provided the employee has returned to her employment;
 - b) absence due to illness, provided the employee has returned to her employment;
 - c) any layoff where seniority is retained.

ARTICLE 12 – HOLIDAYS AND SICK DAYS

12.01 The Employer agrees to pay all regular employees who have been employed by the Employer for a minimum of thirty (30) days at regular rates based on their daily average over the previous four (4) weeks for the following eleven (11) holidays:

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

The above calculation shall be based on a maximum five–(5) day workweek.

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

- 12.02 Employees will earn sick hours, with pay based on the hours scheduled for that day.
- a) after seven hundred and fifty (750) hours of service up to two thousand two hundred and fifty (2250) hours of service – eight (8) sick hours;
 - b) after two thousand two hundred and fifty (2250) hours of service up to four thousand five hundred (4500) hours of service – twelve (12) sick hours.
 - c) after four thousand five hundred (4500) hours of service and every subsequent one thousand five hundred (1500) hours of service – twenty (20) sick hours up to a maximum of forty (40) sick hours.

Employees may accumulate up to forty (40) sick hours and these may be carried forward from year to year. Employees may be required to provide proof of sickness after two (2) consecutive days of illness. If less than two (2) hours' notice of sickness is given by the employee, the Employer may request proof of illness regardless of length of illness.

- 12.03 Employees who average less than twenty (20) hours per week over the previous thirty (30) days shall be paid as follows for all holidays noted in Article 12.01:

Amount paid in wages an employee earned for hours worked in the previous thirty (30) days (including vacation time and statutory holidays)

Divided by

Total number of days an employee worked within that thirty (30) days period

- 12.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his normal wage for that day if the employee is entitled to a statutory holiday as per Article 12.01. If an employee works on one of the paid holidays, with the exception of Christmas Day or Good Friday, she shall be paid one and one-half (1½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay, and may request another day off within four (4) weeks of the actual holiday date. Such requests will not be unreasonably denied. If an employee works on Christmas Day or Good Friday, she shall be paid two (2) times the regular rate for all hours worked.

ARTICLE 13 - SENIORITY

- 13.01 a) Seniority is the ranking of employees in accordance with their most recent date of hire and is applied across the bargaining unit.
- b) New employees shall be placed on the applicable seniority list when they have successfully completed the probationary period, with credit given for time already served.
- 13.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list in accordance with Article 6.04 to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction. The Employer shall also post a seniority list in January, April, July, and October on the Union bulletin board.

For privacy reasons, this list shall only include an employee's first name, her date of hire and total hours, and shall be protected.

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

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

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

ARTICLE 14 – LAYOFF AND RECALL

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

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

- 14.02 The Employer shall give at least two (2) weeks' notice of layoff, or pay in lieu of, to all employees who have attained seniority status. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire an adequate replacement.
- 14.03 Regular employees with three (3) years of service or more are entitled, upon dismissal, except where terminated for cause, to severance pay of one (1) week's pay for each year of service to a maximum of eight (8) weeks' pay.
- 14.04 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.
- 14.05 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless she has a justifiable reason for her failure to return. Failure to return to work as agreed may be a just cause for termination.
- 14.06 Any employee laid off and recalled for work must return within two (2) weeks when employed elsewhere after being recalled, unless she has a justifiable reason for her failure to return. Failure to return to work as agreed may be a just cause for termination.

ARTICLE 15 - JURY DUTY

- 15.01 It is agreed that the Employer shall grant leave to an employee participating in the process of jury selection or jury duty or while serving as a subpoenaed witness in a court of law, except if the employee is the Defendant. The Employer will continue to make the Employer's contributions to the Benefit Plan for up to six (6)

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

ARTICLE 16 – EDUCATION, TRAINING AND PUBLICATION

- 16.01 a) The Employer agrees to pay three cents (\$0.03) per hour for all hours worked by all employees to the CLAC Education and Training Fund (ETF), to a maximum of three thousand dollars (\$3,000.00) per year.
- b) This fund will be used to pay the full cost of training, including FoodSafe and first aid (CPR or Occupational First Aid Level 1) for all union members.
- 16.02 The parties shall equally bear the costs associated with printing and publication of the Collective Agreement.

ARTICLE 17 - INSURANCE AND BENEFITS

- 17.01 In order to protect employees and their families from the financial hazards of illness and accidents, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule “B”. Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.
- 17.02 a) Employees are eligible to receive coverage on the first day of the month following completion of fifteen hundred (1500) hours if they have an average of twenty (20) hours per week or more over a twenty-six (26) week period. At that time, the Employer shall remit two (2) months’ premiums to commence coverage and shall continue to submit as per Article 8.04 thereafter. It is the responsibility of the

employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

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

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

17.04 The Employer shall provide employees with the required forms for benefits before they attain twelve hundred fifty (1250) hours.

ARTICLE 18 – RETIREMENT SAVINGS PLAN

18.01 The Employer agrees to make contributions on behalf of employees toward the group RSP administered by the CLAC Health and Welfare Trust Fund as follows:

- a) Employees with more than fifteen hundred (1500) hours of service – one and one-half percent (1.5%) of gross wages;
- b) Employees with more than three thousand (3000) hours service - two percent (2%) of gross wages.

The Employer shall remit these funds monthly to the Union for the appropriate deposit. Contributions to the employees' RSP,

administered by the Trust Fund, shall be made in accordance with Article 8.04, with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

18.02 The Employer shall provide employees with the required forms for RSP contributions before they attain twelve hundred fifty (1250) hours.

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

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.

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

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

19.03 In the event of death in an employee's immediate family (spouse, parent, sister, brother, child, mother-in-law, father-in-law, or grandparent), the employee shall be entitled to be absent from work five (5) days with three (3) days paid. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours for that day. The Employer shall make every reasonable effort to assign additional

hours to compensate for wages lost within six (6) weeks of the funeral.

Employees will be compensated for these days in the same manner as they are for statutory holidays as outlined in Articles 12.01 and 12.03.

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

ARTICLE 20 - SAFETY AND HEALTH

- 20.01 The parties agree to maintain the highest standard of safety, health, sanitation and working conditions throughout the Employer's operation. If the Union or the Employer feels these standards are being compromised, either party may initiate the formation of a Safety Committee.
- 20.02 The Safety Committee shall be structured and shall operate in the following manner:

- a) The Employer and the Union shall each appoint a minimum of two (2) representatives to a Safety Committee. An alternate will be chosen to serve in the absence of either of the two (2) regular representatives.
- b) The Committee shall have one (1) chairman and one (1) secretary. In the event that the chairman is a representative of the Employer, the secretary shall be a representative of the Union and vice versa.
- c) The Safety Committee shall meet at least once every three (3) months or as required. The chairman and/or the secretary are empowered to call extra meetings at any time. Special meetings can be called with four (4) hours' advance notice. Meetings are to be held during regular working hours and members paid at regular hourly rates.
- d) The recommendations of the Safety Committee will be implemented by the Employer within five (5) workdays upon receipt of such recommendations, or as agreed upon by the Committee.
- e) The Safety Committee shall have the power to file a grievance against the Employer if the Employer violates Article 20.02(d).

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

ARTICLE 21 - UNION-MANAGEMENT COMMITTEE

- 21.01 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 Collective Agreement. Employees shall be paid their hourly rate per hour per person for attendance at Union-Management meetings. Distribution of meeting notices, agendas, and minutes will be a shared responsibility, alternating each meeting.
- b) The Employer and the Union may each appoint up to one (1) representative for every twenty (20) employees to the Union-Management Committee. The Minutes shall record the business of each meeting, and a copy shall be provided to both Management and the Union and a copy shall be posted in the workplace.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the Grievance Procedure in the manner set out below.
- 22.02 **INFORMAL PROCEDURE** – As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 22.03 The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through

whom employees shall process their grievances and receive settlement thereof.

- 22.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 22.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 23 bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 22.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 22.07 Step 1
A grievance shall be submitted in person, by fax, or email to the Employer in writing within fourteen (14) calendar days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever

and the Union Representative within seven (7) calendar days of the day on which the grievance is submitted.

22.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1 or within seven (7) calendar days of the day this decision should have been made, submit in person, by fax, or email a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative in person, by fax, or email within seven (7) calendar days of the day on which the Step 2 grievance is submitted.

ARTICLE 23 - ARBITRATION

23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.

23.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) calendar days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

23.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

- 23.05 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) calendar days of service as aforesaid, either party may request the Minister of Labour to appoint an Arbitrator.
- 23.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 23.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.08 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.09 Where the Arbitrator is of 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.
- 23.10 The parties will equally bear the expense of the Arbitrator.
- 23.11 The Arbitrator shall be empowered to render her decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 24- DISCHARGE, SUSPENSION, AND WARNING

- 24.01 a) When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall

be in writing, with a copy of the reprimand forwarded by the Employer to a Steward and to the Union office. Prior to issuing such a reprimand, the Employer or Department Supervisor shall inform the employee of her right not to be reprimanded until a Steward or Union Representative can be present. The Employer agrees to commit to the principles of progressive discipline.

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

ARTICLE 25 - TECHNOLOGICAL CHANGE

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

- a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be affected, and;
- b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - ii) human resources planning and employee 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.

25.02 If, after meeting in accordance with Article 25.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the Collective Agreement.

25.03 A regular employee with forty-five hundred (4500) hours or more service, whose employment is terminated because of technological change or automation, shall be entitled to severance pay of one (1) week's pay at her regular straight time rate for each fifteen hundred (1500) hours of employment with the Employer, to a maximum of eight (8) weeks.

ARTICLE 26 – GENERAL

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

ARTICLE 27 - DURATION

27.01 This Agreement shall be effective on the 24th day of August two thousand twelve (2012) and shall remain in effect to and including the 23rd day of August, two thousand fourteen (2014), and 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 four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

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

DATED at Abbotsford, BC, this 16 day of November, 2012.

Signed on behalf of
44784 BC LIMITED
carrying on business as
WE CARE HOME HEALTH
SERVICES

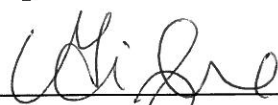
Signed on behalf of
SERVICE, HEALTH, AND
ALLIED WORKERS' UNION,
LOCAL 501, AFFILIATED
WITH THE CHRISTIAN
LABOUR ASSOCIATION OF
CANADA (C.L.A.C.)



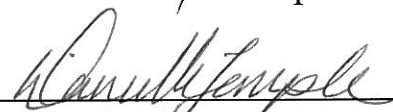
Employer Representative



Authorized BC Representative



Employer Representative



Authorized BC Representative

Schedule “A” Classifications and Hourly Rates

Effective August 24, 2012

(Refer to Article 9.03 for hours at each level)

Classification	1	2	3	4	5	6	7	8
**RN	\$ 27.60	\$ 28.16	\$ 28.70	\$ 29.48	\$ 30.64	\$ 31.46	\$ 32.78	\$ 33.11
LPN	\$ 16.49	\$ 17.60	\$ 18.49	\$ 19.38	\$ 20.28	\$ 21.18	\$ 22.06	\$ 22.28
CA ¹	\$ 14.17	\$ 14.82	\$ 15.47	\$ 16.13	\$ 16.78	\$ 17.43	\$ 18.08	\$ 18.26
HSW II ²	\$ 12.08	\$ 12.79	\$ 13.46	\$ 14.16	\$ 14.86	\$ 15.54	\$ 16.24	\$ 16.40
HSW I ³	\$ 11.28	\$ 11.86	\$ 12.41	\$ 12.99	\$ 13.55	\$ 14.13	\$ 14.69	\$ 14.83

Effective August 24, 2013

(Refer to Article 9.03 for hours at each level) (1% increase over 2012)

Classification	1	2	3	4	5	6	7	8
**RN	\$ 27.88	\$ 28.44	\$ 28.99	\$ 29.78	\$ 30.95	\$ 31.78	\$ 33.11	\$ 33.44
LPN	\$ 16.66	\$ 17.78	\$ 18.68	\$ 19.58	\$ 20.48	\$ 21.39	\$ 22.28	\$ 22.50
CA ¹	\$ 14.31	\$ 14.96	\$ 15.63	\$ 16.29	\$ 16.94	\$ 17.61	\$ 18.26	\$ 18.44
HSW II ²	\$ 12.20	\$ 12.91	\$ 13.60	\$ 14.30	\$ 15.01	\$ 15.70	\$ 16.40	\$ 16.57
HSW I ³	\$ 11.39	\$ 11.98	\$ 12.54	\$ 13.12	\$ 13.69	\$ 14.27	\$ 14.83	\$ 14.98

**** RN** - minimum and maximum rates will be calculated at eighty-five percent (85%) of the minimum and maximum Provincial Collective Agreement rates for Level One Nurses or the above rates, whichever is greater.

¹**CA** – personal care including, homemaking when required.

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

³**HSW I** - general household management including light housekeeping and laundry duties as well as companion care services.

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

Working in another Classification

Employees will be scheduled to work in other classifications than what they were hired into only if they have indicated their availability to do such work and have the appropriate qualifications. Employees will continue to be paid at their current and higher classification rate, ex. if a Care Aide does HSW-classified work, she will be paid at her usual Care Aide rate.

Student Nurses shall be eligible for CA positions in their first two (2) years of study. After successful completion of their second year, they shall be eligible for LPN positions.

Live-Ins

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

- Ten (10) hours at the appropriate classification and rate;
- Twelve (12) hours on call at one dollar (\$1.00) per hour;
- Two (2) hours off unpaid wherein employees are free to leave the workplace if they choose, paid if they choose not to leave;
- Employees must indicate whether they require relief when they are assigned the live-in shift;
- If an employee must wake up to assist a client they will be paid one (1) hour for each incident;
- Benefits and seniority shall accrue based on the number of actual hours paid per day.

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

Sleep-Overs

Employees working sleep-over shifts shall be paid seventy-five percent (75%) of the appropriate classification and rate. If an employee must wake up more than two (2) times during the shift, she shall be compensated at one hundred percent (100%) of the appropriate classification and rate for the entire shift. A sleep-over shift will be between eight (8) and twelve (12) hours in length.

Education and Upgrading

On required upgrading or education, the Employer will pay the full cost of courses, fees, and books to the employee. The employee shall also be compensated for wage losses and related expenses (if applicable).

Uniforms

The Employer will supply, at its own cost, two (2) “We Care” uniforms or pieces of “We Care” clothing for all employees. Employees can purchase additional clothing at a reduced rate.

Signing Bonus

Upon ratification, all current employees will receive a one-hundred dollars (\$100.00) signing bonus.

SCHEDULE “B”

INSURANCE PLAN COVERAGE – SERVICE PLAN

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

- \$40,000.00 life insurance per employee under age 65; \$20,000.00 per employee between the ages of 65 and 75;
- \$40,000.00 A.D. & D. per employee under 65; \$20,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$2,000.00 per person annually
 - Comprehensive: 50% up to \$2,000.00 per person annually
 - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
 - under 21: \$300.00 per year
 - over 21: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Long term disability insurance with 60% of earnings, maximum of \$1,500.00 per month, payable after 119 days until age 65.
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Ceridian LifeWorks
- .

SCHEDULE “C”

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

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

Benefit Plan F.A.Q.'s

1. When do my benefits start?

Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration Office. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefits start date was April 1, you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the information for the Benefit Administration Office to process this information, and for your package to be prepared and mailed.

5. What if I have claims before I receive my benefit start package?

Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Sun Life with a completed claim form.

- 7. Can my dentist send claims directly to Sun Life?**
Yes. Your dentist can submit your claims electronically to Sun Life.
- 8. Where do I get claim forms?**
- * your union Steward
 - * CLAC's website, www.clac.ca
 - * the nearest Union office
 - * the CLAC Benefit Administration Office: 1-888-600-2522
- 9. Will I receive a prescription drug card?**
Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Sun Life about a week after you receive your benefit start package.
- 10. What if I don't receive my prescription drug card?**
You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefit Administration Office at 1-888-600-2522 to make sure you receive one.
- 11. How do I make a disability claim?**
You must contact the Benefit Administration Office for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefit Administration Office for processing.
- 12. Does my CLAC health plan cover my provincial health care premiums?**
No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local representative.

13. Does my plan cover me if I am travelling outside of Canada?

Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration Office if you do not have a travel card.

14. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. This includes (but is not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Ceridian LifeWorks at 1-866-714-3129.

RSP Questions

1. Where do my RSP monies end up?

At Great-West Life.

2. How can I contact them?

Contact Great-West by phone at 1-800-724-3402 or via their website at www.grsaccess.com .

3. How is my account established?

Your account is opened once the CLAC Benefit Administration Office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.

4. When is my account registered?

Your account is registered once Great-West Life receives your completed application form (included in your new employee package). Registration of the account enables Great-West Life to issue a receipt for income tax purposes at the end of the year.

PHONE • FAX NUMBERS

	PHONE	FAX
CLAC BC Offices		
<i>Fort St. John</i>	250-785-5005 800-331-2522	250-785-5006
<i>Kelowna</i>	250-868-9111 866-757-2522	250-868-9192
<i>Langley</i>	604-888-7220 800-331-2522	604-455-1565
Benefit Office (Western)	888-600-2522	780-451-3976
Benefit Office (Eastern)	800-463-2522	905-945-7200
BC Training	604-888-7220 800-331-2522	604-455-1565
Group Retirement Services	800-724-3402	
Ceridian LifeWorks	866-714-3129	

USEFUL WEBSITES

CLAC Offices, Programs	www.clac.ca
WCB	www.WorkSafeBC.com

Christian Labour Association of Canada

Local 44, 56, 66, 67, 68 and 501

FORT ST. JOHN/
NORTHEASTERN BC
10504 100 Ave, Unit 210,
Box 2
Fort St. John, BC V1J 1Z2
Tel: 250-785-5005
Toll Free: 800-331-2522
Fax: 250-785-5006
fortstjohn@clac.ca

VANCOUVER/LOWER
MAINLAND
19955 81A Ave, Unit 100
Langley, BC V2Y 0C7
Tel: 604-888-7220
Toll Free: 800-331-2522
Fax: 604-455-1565
langley@clac.ca

KELOWNA/SOUTHERN
INTERIOR BC
2040 Springfield Rd, Unit 105
Kelowna, BC V1Y 9N7
Tel: 250-868-9111
Toll Free: 866-757-2522
Fax: 250-868-9192
kelowna@clac.ca

Affiliated with the World Organization of Workers (WOW)