

**RIVERSIDE
MANOR**

**2015-
2018**

COLLECTIVE AGREEMENT

BETWEEN

**RIVERSIDE MANOR
AND**

THE BRITISH COLUMBIA NURSES' UNION

September 30, 2015 – September 29, 2018

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" is an employee's married or common-law spouse.
- (3) "*common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*Employer*" means Optima Retirement Services Ltd. (Riverside Manor).
- (6) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (8) "*Union*" means the B.C. Nurses' Union.

The parties agree that portions of the Collective Agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the Agreement and the parties agree that neither party will either gain or lose any benefit contained in the Agreement as a result of this change.

ARTICLE 1 - PREAMBLE

1.01 Preamble

The parties of this Agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.02 Future Legislation

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

- A) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- B) the Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;
- C) if a mutual agreement cannot be struck as provided in (B) above, the matter shall be meditated/arbitrated pursuant to Article 10 - Arbitration of the Collective Agreement.

1.03 Conflict with Rules

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

1.04 Use of Feminine and Singular Terms

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

1.05 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the General Manager either directly or through the Union, who are required to respond to the General Manager forthwith. The General Manager shall deal with the complaint with all possible confidentiality.

The General Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The parties agree that substantiated cases of sexual harassment shall be cause for discipline, up to and including dismissal.

Allegations of sexual harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

1.06 Harassment

- A) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union. The General Manager shall deal with the complaint with all possible confidentiality.

If the complaint involves the General Manager, the employee will register the complaint, in writing, to the Chief Operating Officer, Optima Living/Retirement Services Ltd. The Chief Operating Officer, Optima Living/Retirement Services Ltd. will investigate the complaint and issue a decision.

If the employee is not satisfied with the decision of the Regional Manager, he/she may refer the complaint onto an independent investigator. The independent investigator will be agreed to by the parties. Cost of the independent investigator shall be cost shared by the parties on a fifty-fifty (50/50) basis.

- B) *"Harassment"* is defined as:

"Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted."

The General Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any was taken.

Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Article 9.02 – Industry Troubleshooter.

If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

The parties agree that substantiated cases of harassment shall be cause for discipline, up to and including dismissal.

Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

- C) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Bargaining Agent Recognition

- A) Employer recognizes the B.C. Nurses' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- B) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the General Manager. In addition, the parties agree the Head Chef position is included in the bargaining unit.

2.03 No Other Agreement

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

2.04 No Discrimination

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

2.05 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or her alternate shall obtain the permission of her department head and in her absence the person in charge before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her department head and in her absence the person in charge.

Duties of the steward are:

- A) investigation of complaints of an urgent nature;
- B) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- C) supervision of ballot boxes and other related functions during ratification votes involving the

Employer and provided the ratification vote is held on the Employer's premises;

- D) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- E) attending meetings called by management.
- F) accompanying an employee at her request at a meeting called by the Employer where disciplinary action is anticipated.
- G) acting as appointee to Union/Management committee

2.06 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.07 Badges, Insignia and Union Shop Cards

A union member shall have the right to wear one union pin or badge displaying the recognized insignia of the Union.

2.08 Right to Refuse of Cross Picket Lines

- A) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- B) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- C) Any employees assigned to cover essential services as defined in the *Labour Code* of British Columbia shall be authorized and permitted to cross a legal picket line.

2.09 List of New and Terminating Employees

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

2.10 Technical Information

- A) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- B) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 3 - LEAVE – UNION

3.01 Union Leave of Absence

- A) An employee on an unpaid Union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.
- B) Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

- C) A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:
- i) A Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
 - ii) Either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.
 - iii) A member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.
 - iv) Appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite.
 - v) Union leave for members of the Bargaining Committee (iii) and Council/Board members (i) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 21.05 – Unpaid Leave.
 - vi) An employee who holds the position of full-time President with the Union shall be granted a leave of absence without pay for the period during which she holds the position. Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.
- D) The employee shall be entitled to return to her former position with the Employer, and shall be provided with an adequate period of orientation upon her return to work.
- E) The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.
- F) Article 3 - Union Leave - To facilitate the administration of Section (A) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within twenty-eight (28) days of receipt of billing from the Employer.

ARTICLE 4 - UNION SECURITY

4.01 Security

- A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.
- B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

4.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall

provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for up to fifteen (15) minutes some time during the first thirty (30) days of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 General Right

The management of the Employer's operations and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

6.02 Employer Policies

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provision of this Agreement.

ARTICLE 7 – EMPLOYER/UNION RELATIONS

7.01 Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers, and similarly, the Employer shall supply the Union with the names of the General Manager

or designate with whom the Union may be required to transact business.

7.02 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of two (2) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 3.01 – Union Leave of Absence.

7.03 Union Representatives

- A) The Employer agrees that access to its premises will be granted to a BCNU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance or conducting Union business.
- B) The union representative shall provide reasonable notice to the General Manager in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

ARTICLE 8 – EMPLOYEE STATUS

8.01 Employee Status

- A) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of seven and one-half (7.5) hours per day, depending on the employee's shift rotation, and forty (40) hours per week, exclusive of unpaid meal breaks.
- B) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than an average of thirty-seven and one half (37.5) hours per week, exclusive of unpaid meal breaks.
- C) A casual employee is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

8.02 Casual Employees

A) Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- a) Sickness relief.
- b) Vacation relief.
- c) Leave of absence relief.
- d) Relief pending a regular employee appointment (Reference Article 17.02 — Temporary Appointments).
- e) Temporary work load
- f) Paid holiday relief.
- g) Overtime owing relief
- h) Maternity leave relief.

B) Wage Entitlement

- a) Casual employees shall be paid in accordance with the wage schedule and in the classification in which they were employed.
- b) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1950) worked for the Employer.

- c) A casual employee hired having less than one (1) year's experience (1950 hours) shall be placed at the first step of the increment scale.
 - d) A new casual employee hired shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1950 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained. Effective date of ratification this applies to care staff only.
 - e) A regular employee who terminates her employment and is re-employed by the Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
 - f) When a casual employee at the worksite applies for and receives a regular position in the same classification, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 31— Previous Experience whichever is higher, and shall advance to the next increment on her anniversary date of employment.
- C) Casual employees shall be paid four percent (4%) in lieu of vacation and four percent (4%) stat holiday pay based on gross earnings and paid on each pay cheque.
- D) Casual employees, who have been employed for thirty (30) days with the Employer, who work on a proclaimed statutory holiday as per Article 17.01 – Paid Holidays shall be paid time and one-half for all hours worked on the shift, if they have worked fifteen (15) of the previous thirty (30) days.

8.03 Casual Employee Probationary Period

- A) Casual employees shall serve a probationary period of 488 hours of work or six (6) months, whichever is the less. During the probationary period, casual employees may be terminated for unsatisfactory service.
- B) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall have her hours of work as a casual at the facility credited towards her probationary period as required under Article 12.01 B) - Same Service Seniority Date.
- C) Where a casual employee has completed 488 hours of work at the facility and is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 13.03- Probationary Period, but will be required to complete the qualifying period under Article 13.03 – Probationary Period.

ARTICLE 9 - GRIEVANCES

9.01 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleges violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

9.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 9.01 – Discussion of Differences, other than for the suspension or dismissal of employees and Application

Disputes under Article 9.03 – Amending Time Limits or 9.04 – Resolution of Employee Dismissal or Suspension Disputes.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further fourteen (14) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further fourteen (14) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or arbitration within sixty (60) days after the Employer designate's decision has been received.

Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, Joan Gordon and Irene Holden or a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The above named Troubleshooters will be used. An appointment shall be made by mutual

agreement on a rotating basis.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

Failing settlement at this step, the grievance may be referred to arbitration.

9.03 Amending Time Limits

If the time limits in Articles 9.02, 9.03 and 9.04 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.04 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within seven (7) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02 – Grievance Procedure.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.05 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

ARTICLE 10 - ARBITRATION

10.01 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

10.02 Arbitrator

- A) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement within fourteen (14) days:
- B) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Article 9.02 – Industry Troubleshooter.

10.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this

Agreement or to alter, modify or amend any of its provisions.

10.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall make every effort to do within seven (7) days.

10.05 Expenses of Arbitration

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

10.06 Amending Time Limits

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

10.07 Expedited Arbitration

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

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

- A) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- B) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- C) the Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- D) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- E) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- F) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- G) the expedited arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties. It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.01 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer, except in the case of probationary employees where the burden of proof will be probable cause. That is, the Employer shall demonstrate valid work related reasons as to why a probationary employee has been dismissed. This includes, but is not limited to, the employee not meeting the employer's defined standards and quality of work and care.

11.02 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in provided writing within seven (7) days of dismissal or suspension, and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union or her designate.

11.03 Right to Grieve Other Disciplinary Action

- A) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.
- B) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided that there has not been any further infraction of the same issue.

11.04 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's record.

If the employee doesn't submit a grievance on the content of the appraisal within twenty-one (21) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a part of the employee's record.

11.05 Personnel File

- A) An employee, or the Union designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the Union representative, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three (3) days after notice is given.
- B) With reasonable written notice given to the Employer, an employee shall be permitted to review her personnel file in the office in which the file is normally kept.

11.06 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a general manager/designate intends to interview an employee for disciplinary purposes, the General Manager/designate must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact her steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a general manager/designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with General Manager/designate, providing that this does not result in an undue delay of the appropriate action being taken.

11.07 Employment Abandoned

Any employee who fails to report for work and does not notify his/her person in charge within three (3) work days; and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee with or without a Union representative present shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the employer.

ARTICLE 12 — SENIORITY

12.01 Definition

- A) Seniority is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 2050 hours per year. A regular employee who terminates her employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.
- B) Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by a method mutually agreeable to the parties.
- C) A casual employee who is the successful applicant on a regular position is entitled to seniority in the regular position for the total number of hours worked as a casual up to a maximum of the annual full-time equivalent (2050) hours per year.

12.02 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) absence while on a long-term disability claim.

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

12.03 Employment in Excluded Positions

An employee accepting a position of a continuous or temporary nature which is with outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days unless mutually agreed by the Union and the Employer for a longer period of time.

12.04 Seniority Lists

- A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post a master list showing the seniority of all employees at the worksite. The lists shall be posted on the Union bulletin board and a copy shall be forwarded to the Head Office of the Union. Such lists shall be open for final correction for a period of 60 calendar days following the posting after which the seniority list will be considered accurate.

The seniority list shall contain the following information:

- a) name;
- b) status (regular full-time, regular part-time, casual);

- c) wage schedule classification;
 - d) start date;
 - e) total hours for casuals;
 - f) job titles;
 - g) Social Insurance Number (subject to (B) below).
- B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

- C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

ARTICLE 13 - VACANCY POSTING

13.01 Postings

- A) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. Vacancies of two (2) months or less shall be filled in accordance with Appendix 1 – Electronic or Phone Part-Time and Casual Call-Out.
- B) A change in the starting or stopping times, shift schedules, or scheduled days off shall not constitute a vacancy.
- C) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.
- D) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- E) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. The temporary appointment shall not exceed thirty (30) days unless the Union and the Employer agree to extend this time limit.
- F) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of six (6) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- G) The Employer may create regular temporary positions for vacation relief, workload, or project positions for up to six (6) months duration. These positions are not renewable after the end date of the project or need unless the Union and the Employer agree to renew/extend the time limits. These positions will be posted and filled in accordance with Article 13.01 above and include the end date of the position. A casual employee who posts into any vacancy in Article 13.01 G) shall have her status changed to regular for the duration for the time worked in the temporary

position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

- H) A copy of the job posting will be sent to the Steward Coordinator.
- I) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- J) An employee granted a temporary promotion or transfer shall return to her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

13.02 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills and experience. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

13.03 Probationary Period

It is understood that all new regular employees will be subject to a probationary period of three (3) months or 488 hours worked, whichever is less. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which she has been appointed, provided the grounds for 'unsuitability' are work related. In the case of probationary employees the Employer shall demonstrate probable cause for dismissal per Article 11.01 – Burden of Proof.

New employees will be eligible for sick leave per Article 19.01(A) – Sick Leave and Article 25 - Health and Welfare Benefits from the first day following completion of their probationary period.

13.04 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of ninety calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to her former position, he/she shall be returned to her former position and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position, and wage or salary rate, without loss of seniority.

13.05 Applications from Employees

Applications from qualified employees shall be considered prior to applications from non-employees.

13.06 Right to Grieve

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

Employees who are not the successful applicant for a position may request, within five (5) calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may file a grievance at Step 1 within seven (7) calendar days of receipt of the written reasons, outlined above.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

13.07 Vacancy Posting

If a regular employee is absent from her position for more than twenty-four (24) months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 13 - Vacancy Posting.

When the employee who is on claim for more than twenty-four (24) months is medically able to return to work, she shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

ARTICLE 14 - LAYOFF AND RECALL

A) Definition

A layoff occurs when the Employer is unable to provide continuous employment to employees as a result of:

- a) the elimination of a position(s), work shift(s) and/or line(s); or
- b) a reduction in hours of work exceeding zero point zero three (0.03) FTE

B) Order of Layoff

Employees affected by Article 14 shall be laid off by job category in reverse order of seniority within a department.

C) Options

Employees who are laid off or bumped shall choose one of the following options:

- i) placement into a vacant position, provided the employee is qualified to do the job; or
- ii) bump the least senior employee with the equivalent number of hours per week or within zero point zero three (0.03) FTE, in the same department, provided the employee is qualified to do the job of the less senior employee; or
- iii) bump the least senior employee in the same department, provided the employee is qualified to do the job of the less senior employee; or
- iv) elect to receive working notice as outlined in Article 14(E) below.

Bumping rights must be exercised within seven (7) calendar days of notification of layoff by providing written notice to the person in charge.

D) Recall

Employees on layoff who elect Article 14(C)(iv) above shall be placed on the recall list for twelve (12) months. Employees shall be recalled by department in order of seniority subject to ability to do the work available.

E) Notice or Pay in Lieu of Notice

- i) after three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.
- ii) the Employer's liability for compensation for length of service increases as follows:
 - (1) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
 - (2) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.

- iii) the liability is deemed to be discharged if the employee is given notice of termination as follows:
- (1) one (1) week's notice after three (3) consecutive months of employment;
 - (2) two (2) weeks' notice after twelve (12) consecutive months of employment;
 - (3) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.
 - (4) is given a combination of written notice under Article 14(E) and money equivalent to the amount the Employer is liable to pay, or
 - (5) terminates the employment, retires from employment, or is dismissed for just cause.

ARTICLE 15 - HOURS OF WORK

15.01 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

15.02 Hours of Work

There shall be an average of forty (40) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of forty (40) hours per week. The normal daily full shift hours shall be between seven point five (7.5) and eight (8) hours.

The base day for benefit calculation purposes is eight (8) hours.

15.03 Scheduling

- A) The Employer shall arrange all shift schedules and post them at least four (4) weeks in advance of the effective date.
- B) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- C) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer. There shall be no split shifts except by mutual agreement between the Employer and the Employee.
- D) All off-duty days shall be consecutive unless requested by the employee and agreed by the Employer.
- E) An employee reporting to work at the call of the Employer shall be paid a minimum of two (2) hours pay at her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours pay at her regular rate of pay if he/she commences work except for those shifts of two (2) hours in length.
- F) Employees required to attend pre-scheduled mandatory staff meetings during off-duty hours shall be paid the applicable overtime rates for the duration of the meeting or a minimum of two (2) hours, whichever is greater.
- G) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work

until there are eight (8) clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

15.04 Meal Periods

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 15.04(A) also applies to employees working overtime.
- B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
 - a) the employee is scheduled to work a seven point five (7.5) or eight (8) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) or eight (8) hour shift, then the employee shall receive eight (8) or eight and a half (8.5) hours pay at regular rates;
 - b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate, provided that the total hours worked exceeds those set out in Clause 15.02 – Hours of Work;
 - c) in the event an employee in (a) above is recalled to duty during her meal period the provisions of (b) apply.
- C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 16 - Overtime.

15.05 Rest Periods

Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours will receive one fifteen (15) minute rest period.

15.06 On-Call Time

Hours of work shall not include on-call time.

15.07 Standard/Daylight Savings Time Change

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

15.08 Change in Shift Schedule

Where the Employer plans to implement a significant change in the shift schedule of regular employees which will affect a majority of employees in the rotation, the change may be made provided that:

- A) the change is consistent with the operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
- B) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work areas; and the impact

the changes will have on the personal circumstances of such employees; and wherever possible, reached mutual agreement with the affected employees, and

- C) if there is a change in rotation, that rotation will be posted for four (4) weeks in advance. Employees who have been directly impacted by the change in rotation shall have seven (7) days after the close of the posting to bid on a maximum of three (3) shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Article 13.02 – Selection Criteria.

ARTICLE 16 – OVERTIME

16.01 Definition of Overtime

- A) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Article 15.02 – Hours of Work. Overtime shall not be claimed or received for work which is less than fifteen (15) minutes. All work less than fifteen (15) minutes in excess of the hours of work outlined in Article 15.02 – Hours of Work, shall be paid at straight-time rates of pay. Work in excess of fifteen (15) minutes will be paid at the applicable overtime rate.
- B) "*Straight-time rate*" means the hourly rate of remuneration.
- C) "*Time and one-half*" means one and one-half (1 ½) times the straight-time rate.
- D) "*Double-time*" means two (2) times the straight-time rate.

16.02 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager or designate in charge. If additional staff are necessary due to emergent or unusual or unforeseen circumstances, and the General manager is not on the premises or otherwise immediately accessible to the employee either in person or by telephone, the LPN or care aide on duty shall have the authority to call in additional staff at overtime rates if necessary. For such call-ins, call-in by seniority pursuant to Appendix 3 – Casual Call-In shall not apply.

16.03 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

16.04 Overtime for Part-Time Employees

- A) A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the eight (8) hours in the workday. Overtime rates shall apply to hours worked in excess of eight (8) hours in a day.
- B) A regular part-time employee working less than the forty (40) hours per week, and who is requested to work additional hours, shall be paid at the rate of straight-time for the hours so worked up to and including forty (40) hours per week. Overtime rates shall apply to hours worked in excess of forty (40) hours per week. Overtime hours in A) do not count toward hours in B).

16.05 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
 - i) for the first four (4) hours in excess of eight (8) hours in a day as defined by Article 24.01 — Hours of Work;
- B) Overtime at the rate of double (2) time shall be paid on the following basis:
 - i) for all hours in excess of those worked in (A)(i) above;
 - ii) for all hours worked on a regular full-time employee's scheduled day off and for part-time employees for all hours worked on additional shifts to their regular schedule resulting in the employee working in excess of six (6) consecutive shifts.
- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis for all overtime hours worked on a calendar paid holiday if the employee has worked fifteen (15) of the past thirty (30) days.
- D) Overtime shall be compensated in cash.

16.06 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable rate.

16.07 Rest Interval

A regular employee required to work overtime beyond her regularly scheduled shift shall be entitled to eight (8) clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight (8) clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee shall not be required to report to work until there are eight (8) clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

16.08 Voluntary Shift Exchanges

When operational requirements permit, employees may exchange shifts among themselves provided that:

- A) Prior approval of such exchange is given by the employee's immediate supervisor; and
- B) An employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.
- C) In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.
- D) Wherever possible forty-eight (48) hours notice is given of the shift exchange. In extraordinary circumstances, the General Manager may approve shift exchanges with less than forty-eight (48) hours notice.
- E) Approval of such exchanges shall not be unreasonably withheld.

16.09 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours (2 ½) overtime following her scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of ten dollars (\$10.00), with a receipt.

ARTICLE 17 - PAID HOLIDAYS

17.01 Paid Holidays

Each regular employee shall receive a day's pay for the following paid holidays and any other general holiday proclaimed by the Federal or Provincial government.

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

17.02 Scheduling of Paid Holidays

Part-time and casual employees will receive statutory holiday pay at four percent (4%) of earnings in lieu of ten (10) scheduled paid days off for statutory paid holidays, when they have worked fifteen (15) of the past thirty (30) days.

17.03 Work On A Paid Holiday

Regular Employee

A regular employee required to work on a paid holiday shall be paid at the rate of one and one-half (1.5) times her regular rate of pay for hours worked provided that Article 16.05 – Overtime Pay is not applicable, and shall receive another day's pay, when they have worked fifteen (15) of the past thirty (30) days.

17.04 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave with pay and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.05 Christmas or New Year's Day

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1st of each year.

17.06 Alternative Days Off

Employees are entitled to up to two (2) days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Article 17.01 – Paid Holidays. Such leave shall not be unreasonably withheld and may be subject to operational requirements. The written request must be received at least fourteen (14) days in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation for these days.

17.07 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than her regular position for a majority of the sixty (60) working days preceding the designated holiday, in which case he/she shall receive the higher rate.

ARTICLE 18 - ANNUAL VACATIONS

18.01 Vacation

A) Regular employees are eligible for paid vacation time per year as follows:
* 10 work days after 1 year

* 15 work days after 5 years

* not affected by less than twenty (20) days of unpaid LOAs as per Article 21.05 – General Leave of Absence

B) Proration of Vacation Days for Employees Working Less than 1950 Hours per Year

Regular part-time employees shall receive vacation leave credits on a pro-rated basis based on hours worked.

18.02 Vacation Earnings for Partial Year

- A) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- B) An employee whose employment ceases before he/she has completed five (5) working days of employment is not entitled to annual vacation pay.

18.03 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 12 - Seniority within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

18.04 Vacation Schedules

- A) Employees shall submit their vacation requests to their supervisor on or before:
 - i) November 1st for the period January 1st through April 30th; and
 - ii) March 1st for the period May 1st through December 31st.
- B) An employee who does not exercise her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- C) Vacation schedules, once posted, shall not be changed except with the mutual agreement of the Employer and employee.

18.05 Vacation Credits upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

18.06 Reinstatement of Vacation Days

In the event an employee is entitled to compassionate leave, sick or injured prior to the commencement of her vacation, or on any other approved leave with pay during the employees' vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Entitlement

- A) Regular full-time employees shall receive five (5) working days sick leave credits on January 1 of each calendar year.

- B) Regular part-time employees shall receive sick leave credits on a pro-rated basis based on hours worked.
- C) Regular employees shall receive their regular pay for each day of sick leave credits used. (not affected by less than 20 days of unpaid LOAs as per Article 21.05.
- D) Sick leave credits, if not used, shall be carried over to the following year to a maximum bank of five (5) days.

19.02 Medical Certificates

The General Manager may require employees who are absent from work due to illness exceeding three (3) consecutive shifts, or appear to have a pattern of absence, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the employee.

19.03 Employee to Inform Employer

The employee shall advise the General Manager at least twenty-four (24) hours prior to the start of her next shift or as soon as possible of her inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of her return to work.

Employees who are absent from work because of sickness shall contact the General Manager on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of thirty (30) consecutive days.

Employees who have been off work for an extended period of time may be required to prove fitness to return to work, prior to actually returning to work.

19.04 Expiration of Sick Leave Credits

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 21.05 - Unpaid Leave. Benefits will continue to apply for the first twenty (20) work shifts following the expiration of the sick leave credits.

Employees who wish to continue to coverage under Article 25.01 – Benefit Coverage may do so provided the employee pays the full cost of the premiums.

19.05 Probationary Period

During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

19.06 Third Party Coverage

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on her own behalf.

To the extent that the employee recovers monies as compensation for wages lost, the Employer shall

be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 20 - WORKERS' COMPENSATION

20.01 Sick Leave/Workers' Compensation

Sick leave shall be paid for one day or less not covered by the *Workers Compensation Act*.

20.02 Benefits While on Compensation

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

- A) seniority hours pursuant to Article 12.01 - Seniority Defined shall continue to accrue;
- B) vacation entitlement in Article 18.01 - Vacation Entitlement shall continue to accrue; and
- C) the Health and Welfare provisions of Article 25 – Health and Welfare Benefits will continue to apply for twenty (20) calendar days or the end of the calendar month in which the employee is injured whichever is greater.

20.03 Employee to Contact Employer

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number.

Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

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

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

ARTICLE 21 - SPECIAL AND OTHER LEAVE

21.01 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. The employee will be required to provide documentation to support her request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 25 - Health and Welfare Benefits.

21.02 Bereavement Leave

- A) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at her regular rate of pay, for one (1) day. The employee may be entitled up to two (2) additional days off, without pay, to travel in

conjunction with the bereavement leave day.

- B) In the alternative to (A) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the bereavement leave day and any necessary travel time referred to (A), at the time of the ceremonial occasion.
- C) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, brother, sister, father-in-law, mother-in-law, grandparent, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides.
- D) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

21.03 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Articles 21.05 – Unpaid Leave and 21.06 – Health & Welfare Benefits While on Unpaid Leave of Absence.

21.04 Unpaid Leave

- A) Subject to Article 21.05(B) – Unpaid Leave, an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the General Manager. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within seven (7) days from the date the request was submitted. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.
- B) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.
- C) Such leave shall not be granted where the employee is assuming other employment. Leave shall not extend beyond six (6) months except in exception or unusual circumstances.
- D) Any employee who has been granted a leave of absence and who over stays such leave by more than three (3) working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

21.05 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts (one hundred and fifty [150] hours) in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

21.06 Education Leave

- A) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and

subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

- B) When an employee goes on approved education leave, upon completion of the leave he/she will return to her former position.
- C) Educational courses referred to on a job description shall not be paid for by the Employer.
- D) An employee may request unpaid leave for the purpose of education. Such leaves shall not be extended beyond one (1) year, except in exceptional or unusual circumstances. Such leave shall be requested and granted as per Article 21.05(A), (C) and (D) – Unpaid Leave.

21.07 Jury Duty and Leave for Court Appearances

Regular employees, who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without pay equal to the length of the court duty.

ARTICLE 22 - MATERNITY AND ADOPTION LEAVE

22.01 Maternity Leave

- A) A pregnant employee who requests leave under this Agreement is entitled to seventeen (17) weeks of unpaid leave:
 - i) *Beginning*
 - (1) no earlier than eleven (11) weeks before the expected birth date; and
 - (2) no later than the actual birth date.
 - ii) *Ending*
 - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period; and
 - (2) no later than seventeen (17) weeks after the actual birth date.
- B) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- C) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (A) or (B).
- D) A request for leave must:
 - i) be given in writing to the Employer;
 - ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave; and
 - iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (C).
- E) A request for a shorter period under Subsection (A)(ii)(1) must:
 - i) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work; and
 - ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

22.02 Parental Leave

- A) An employee who requests parental leave under this article is entitled to:
- i) for a birth mother who takes leave under Article 22.01 – Maternity Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.02 – Parental Leave unless the Employer and the employee agree otherwise.
 - ii) for a birth mother who does not take leave under Article 22.02 – Parental Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event.
 - iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event and
 - iv) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child is placed with the parent.
- B) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (A).
- C) A request for leave must:
- i) be given in writing to the Employer;
 - ii) if the request is for leave under Subsection (A)(i) or (A)(ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
 - iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.
- D) An employee's combined entitlement to leave under Articles 22.01 – Maternity Leave and 22.02 – Parental Leave is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 22.01 (C) – Maternity Leave or 22.02(C) – Parental Leave.

22.03 Return from Leave

An employee on maternity or parental leave pursuant to Articles 22.01 – Maternity Leave and 22.02 – Parental Leave, shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 14 – Layoff and Recall shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

22.04 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

22.05 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to normal sick leave.

22.06 Vacation

The employee shall retain vacation credits he/she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time

covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

22.07 Seniority Rights on Reinstatement

- A) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- B) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if he/she does not return to work on the date specified on the notice of return from leave.

ARTICLE 23 - SAFETY AND HEALTH

23.01 Safety Committee

An Occupational Health and Safety Committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- A) Up to two (2) representatives appointed by the Employer; and
- B) Two (2) representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the workplace and appointed by the Union.

23.02 Committee Responsibilities

The Occupational Health and Safety Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*.

Minutes of all Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the union designate.

23.03 Committee Meetings

The Occupational Health and Safety Committee shall meet a minimum of ten (10) times per year and upon the call of either the Union or the Employer.

23.04 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

23.05 Transportation

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

23.06 Right to Refuse Unsafe Work

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

23.07 Lieu Time to Attend Meetings

Members of the Occupational Health and Safety Committee who attend safety committee meetings outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

23.08 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one representative of the Union and one employer representative and report to the Union and the Employer on the nature and cause of the accident or injury.

Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union or her designate and the Bargaining Committee Chairperson.

ARTICLE 24 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the long-term care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular employee shall be considered displaced by technological change when her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which he/she is employed.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee. However, when necessary to reduce staff, it shall be done in accordance with Article 13, Layoff and Recall.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.01 Benefit Coverage

The Employer agrees to provide the current health and welfare plans to all regular employees and their dependents. The plan summary shall be contained in Appendix 2.

Effective one year from date of ratification all eligible regular employees and their dependents shall be enrolled in the plans.

25.02 Commencement of Coverage

A) Regular Full-time and Regular Part-time

Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who are regularly scheduled to work and average of twenty (20) hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

ARTICLE 26 - PAYMENT OF WAGES

26.01 Wages

Wages shall be paid by each employee in accordance with Article 31 – Wage Schedule.

26.02 Pay Days

Employees shall be paid bi-weekly by direct deposit.

The employee shall choose the financial institution in Canada to which they wish their pay to be deposited, provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in her pay that has been caused by Employer error, the Employer must provide a manual cheque at the employee's request within four (4) working days of the request. Significant is defined as one hundred dollars (\$100) or more. Errors that result from an employee error or lack of information from the employee, shall be corrected in the following pay period.

26.03 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than her rate of pay shall maintain her regular rate of pay.

26.04 Statement of Wages

An Employer shall, on every pay day, provide to each employee a statement of wages of her pay period stating:

- A) In the case of an hourly paid employee, the hours worked by her;
- B) The employee's wage rate and where the rate varies, the hours worked at each rate;
- C) The hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) Any premium, or other payment to which the employee is entitled;
- E) The amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) The amount being received by the employee;
- G) Sick leave credits used within the pay period and accumulated balance;
- H) Vacation hours taken within the pay period.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

27.01 Job Descriptions

The Employer agrees to supply the Union with the job descriptions for those classifications in the bargaining unit.

27.02 New Classifications/Duties

A) Notice of New Positions

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

notification.

B) Notice of Changed Positions

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

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

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

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

ARTICLE 28- GENERAL CONDITIONS

28.01 Workload

An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee shall refer the matter to the Joint Labour/Management Committee.

28.02 Indemnity

Except where there has been negligence on the part of an employee, the Employer will:

- A) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer; and
- B) assume all costs, legal fees and other expenses arising from any such action.

28.03 Employer Property

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

28.04 Copies of Agreement

The Union and the Employer desires every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff.

The cost shall be shared equally. The Union will invoice the Employer.

28.05 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a long-term care facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this Agreement, is consistent with the above.

28.06 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of

trade are damaged by a person in the care or custody of the Employer, the Employer shall pay for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

28.07 Joint Labour/Management Committee

- A) The parties agree to establish a joint committee composed of two (2) employees appointed by the Union and up to two (2) representatives of the Employer.
- B) The Joint Committee shall meet every two (2) months and at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. Employees shall receive straight time pay if meeting is scheduled on a scheduled day off.
- C) An Employer representative and a Union representative shall alternate in presiding over the meetings.
- D) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- E) The Committee shall have the power to make recommendations to the parties on the following:
 - i) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - ii) correcting conditions causing misunderstandings;
 - iii) dealing with matters referred to it in this Agreement;
 - iv) to review workplace best practices and workload issues.
- F) Minutes of joint committee meetings shall be transcribed by the Employer and distributed to committee members.

28.08 Employee Access to Leave Records

Employees shall have access to their own leave records for sick leave and vacation. Upon request, these shall be provided within a reasonable period of time.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Duration

This Agreement shall be effective date of Ratification and shall remain in force and be binding upon the parties until a new Agreement has been ratified.

29.02

During the term of this Agreement, the Union agrees there shall be no strike and the Employer agrees there shall be no lock out.

29.03

All terms of this Agreement shall come into effect at 0001 hours on the date of ratification unless otherwise stipulated in the Agreement.

ARTICLE 30 - PREVIOUS EXPERIENCE

30.01 Regular Employees

Where a new employee is employed for a regular position, salary recognition as follows shall be granted for relevant experience as determined by the Employer, provided not more than two (2)

years have elapsed since such experience was obtained:
1950 hours for every one (1) year's experience.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

ARTICLE 31 – WAGE SCHEDULE

Benefits for 20 hours or greater shall be implemented at the first of the month, one year following the date of ratification – current benefit plan

For those employees not currently on the plan: Sick leave five (5) days per year pro-rated for part-time employees; implemented and pro-rated from date of ratification

Position	Current	Upon Ratification	September 30, 2016	September 30, 2017
LPN				
Start		23.00	23.25	23.50
1950		23.40	23.65	23.90
3901	23.50	23.75	24.00	24.25
LPN Lead	24.50	24.75	25.00	25.25

Position	Current	Upon Ratification	September 30, 2016	September 30, 2017
ALW				
Start	17.00/18.00	17.25	17.50	17.75
1950		17.75	18.00	18.25
3901		18.25	18.50	18.75

Position	Current	Upon Ratification	September 30, 2016	September 30, 2017
Multi Skilled Workers (Hskp, AA, Server, Security)				
Start	10.75	11.00	11.50	12.00
1950	11.50	11.50	12.25	13.00
3901		12.00	13.00	14.00

Position	Current	Upon Ratification	September 30, 2016	September 30, 2017
Cooks	12.00			
* Red Seal Cook	12.50			
Start		11.00	11.50	12.00
1950		11.50	12.25	13.00
3901		12.00	13.00	14.00

Position	Current	Upon Ratification	September 30, 2016	September 30, 2017
Head Chef	16.50			
Start		16.00	16.50	17.00
1950		16.50	17.00	17.50
3901		17.00	17.50	18.00

* Red-seal cooks shall receive an additional \$0.50 per hour

** All employees upon date of ratification shall receive a minimum of \$0.25 per hour

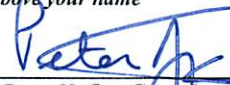
*** Effective date of Ratification, Employees shall be place on the wage scale commensurate with their experience as per Article 30 – Credit for Previous Experience.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER

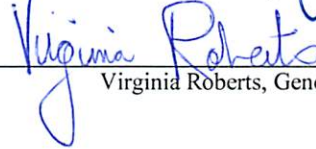
Please sign on line above your name

Please sign on line above your name



Cheryl King, BCNU Negotiator

Peter Kafka, Consultant



Helen Bosch, BCNU Bargaining Committee

Virginia Roberts, General Manager



Brenda Curtis, BCNU Bargaining Committee

Date:



Date:

APPENDIX 1
ELECTRONIC or PHONE PART-TIME AND CASUAL CALL OUT

The manner in which casual employees will be contacted for relief work shall be as follows:

A) General Provisions:

- i) Part-time employees who are registered for casual work shall receive work in order of seniority.
- ii) Regular part-time employees will request, in writing, to the General Manager, to be placed on the casual registry. Upon joining the registry, part-time employees shall be placed at the bottom of the list until the next update is completed per Article 12.04 – Seniority List, at which time they will be added in order of seniority.
- iii) Regular part-time and casual employees will submit their availability at least by the 15th of the month for the following month. Anyone who does not submit such may not be called in for casual work in that month.
- iv) If a regular part-time employee is already scheduled for work on the day of the casual vacancy, the part-time employee is deemed unavailable for the casual shift. If acceptance of the casual shift will incur overtime for the part-time employee, the employee shall be deemed unavailable for the shift unless the shift is unfilled at straight time and then the procedure under B) iv) e) applies.
- v) Any part-time employee on the casual registry who accepts a casual shift is deemed responsible for that shift.

B) Call – Out Provisions:

- i) Each part-time and casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number and indicate their preference (text or phone) of how they wish to be contacted for relief work.
- ii) The Employer shall commence by calling/contacting the most senior qualified part-time or casual employee or by electronically contacting a group of employees in the registry. Only one call need be made to any one part-time or casual employee provided that the phone shall be permitted to ring eight (8) times. Where voicemail is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (iv) below, the next senior part-time or casual who responds within the time limits shall be awarded the relief work.
- iii) If the part-time or casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification until the shift has been filled.
- iv) When a part-time or casual employee has indicated a preference to be text messaged, the Employer may contact those employees by text message instead of by phone as per a, b, and c below. Employees without text options registered, shall be called as (ii) above at the phone number provided. Where the Employer uses group texting it shall be done in a manner that ensures confidentiality of employee information.

- a. Where a vacancy is known less than 4 hours in advance, the part-time or casual employees shall have 5 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- b. Where a vacancy is known more than 4 hours, but less than 48 hours in advance, the employees shall have 10 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- c. Where a vacancy is known more than 48 hours the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- d. The Employer shall ensure a process will be put in place to enable the canvassing of employees who are on shifts at the time of the call out.
- e. If the shift remains unfilled after exhausting all part-time and casual employees at straight time the employer shall canvass the on-shift employees in order of seniority to fill the vacant shift at overtime rates as per Article 16 - Overtime.
- v) The block may be broken up and the casual employees shall be called/contacted again in order of seniority. A block of shifts is an absence between days off. A block of shifts which has been accepted by an employee shall not be reassigned by the Employer except in exceptional circumstances.
- vi) All calls/texts as per the above shall be recorded and maintained as part of the call record, which shall show the following:
 - 1) The date
 - 2) Employee called
 - 3) Time vacancy known
 - 4) Time called
 - 5) Position/shift to be filled
 - 6) Outcome of the call (shift accepted, declined, no answer)
 - 7) Signature and written name of person making the call
 - 8) Method of contact (phone or text)
- vii) All text messages shall also be retained/recorded as part of the call records. In the event of a dispute, the Union shall have reasonable access to the log book/contact information (including texts) and shall be entitled to make copies.
- viii) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee. The Employer has the same obligations to provide the shift to the casual employee as they do a regular employee once it is booked, except in exceptional circumstances.
- ix) All electronic communications regarding relief work shall include the following in the message.
 - a. Time of the electronic call out.
 - b. Details of relief work being offered, including date, position and shift times.
 - c. Appropriate response time (see point (iv) a, b, c above).
 - d. Number for employees to respond to.

The electronic-portion (texting) of this language is added as an addendum to the collective agreement, as a pilot project, with either Party being able to serve thirty (30) days' notice to revert to the phone portion only call out language found in this appendix. If issues arise the parties shall meet and make every effort to resolve these before serving notice as above.

APPENDIX 2

SUMMARY – HEALTH AND WELFARE BENEFITS

RIVERSIDE MANOR
EMPLOYEES – 100% Plan

Waiting Period & Effective Date:	The date following 3 months of continuous employment
Eligibility:	Employed on a permanent full-time or part-time basis for at least 20 hours / week
Reduction of Life and AD&D:	50% at age 65
Termination of Benefits: Group Life, AD&D, Extended Health and Dental: Optional Life, Long Term Disability	At retirement Age 65 or earlier retirement

BENEFIT	COVERAGE
Group Life Insurance (Standard Life)	
Benefit	Flat \$25,000
Optional Group Life (Standard Life)	
Coverage	Available for the employee and spouse of eligible employees
Amount of coverage	In units of \$10,000 to a maximum of \$250,000
Accidental Death & Dismemberment	
Benefit:	An amount equal to the Group Life coverage
Includes Critical Illness Rider (Added December 1, 2005)	
Voluntary Accidental Death & Dismemberment	
Long Term Disability (Standard Life)	
Benefit	60% of monthly earnings
Non-Evidence Maximum	\$5,000
Maximum Monthly Benefit	\$5,000
Elimination Period	119 days
Definition of Disability	Two year “own occupation”, thereafter, “any occupation” to age 65
Pre-Existing Limitation	3 months / 12 months
Tax Status	Non-taxable

BENEFIT	COVERAGE
Extended Health (Standard Life)	
In Province	100% - all eligible expenses
Out-of Province Emergency	100% - emergency eligible expenses
Maximums:	
In Province	Unlimited
Out-of Province Emergency	\$5,000,000 / calendar year
Prescription Drugs – Pay Direct Drug Card	Lowest cost generic – unless physician stipulates “no substitutions”
User Fee	\$5.00 / Prescription
Hospital Coverage	Semi-private room
Paramedical Services	\$500 / practitioner / person / year
Includes the following practitioners:	Chiropractor, osteopath, podiatrist/chiropractist, physiotherapist, naturopath, masseur, speech therapist, psychologist, acupuncturist, Christian Science Practitioner, Clinical counselor/psychologist, Dietician and Nutritionist
Vision Care	\$150 / 2 years
Eye Exams	\$75 / 24 months
Orthopedic Shoes and Orthotics	\$400 / calendar year
Dental Care (Standard Life)	
Coinsurance:	
Basic Services	100%
Major Restorative	50%
Orthodontic	50%
Recall Exams	Once every 9 months
Fee Guide	Current General Practitioner Guide

This is intended to summarize our interpretation of the major benefit provisions, and is not intended to be representative of the master policy provisions. All eligible benefits will be payable in accordance with the terms and conditions, exclusions and limitations contained in the contract at the time expenses are incurred.

MEMORANDUM OF AGREEMENT #1

BETWEEN

BCNU AND RIVERSIDE MANOR

RE: JOB SECURITY – NO CONTRACTING OUT

During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit.

Not later than ninety (90) days prior to the expiry of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer so intends, it shall provide the Union with information on the intended contracting out prior to the aforementioned ninety (90) days and will discuss in good faith any suggestions raised by the Union.

This letter expires on March 31, 2017.

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