

COLLECTIVE AGREEMENT

between the

CAREFREE SOCIETY

and the

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

Effective from April 1, 2001 to March 31, 2006

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. To promote harmonious relations and settle conditions of employment between the Carefree Society and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. To cooperate and harmoniously work together in the promotion of the highest standard of personal and intermediate care for the passengers.

THEREFORE it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 1 - UNION RECOGNITION AND RIGHTS

1.1 Recognition of the Union as Bargaining Agent

The Carefree Society or anyone authorized to act on its behalf recognizes the Union or anyone authorized to act on its behalf as the sole collective bargaining agency for all its employees as certified by the Labour Relations Board on the 16th day of October 1975, and hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the said Carefree Society and its employees who are covered by this Agreement.

1.2 Use of Terms

- (a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context require.
- (b) *Singular or Plural* - Whenever the singular is used the same shall be construed as meaning the plural if the facts so require.

1.3 Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union shall notify the Employer in writing of the name of each steward.
- (b) The Employer agrees that the stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. The Union understands and agrees that each steward is employed to perform full-time work for the Carefree Society, and he will not leave his work during working hours except to perform his duties under this Agreement. Leave for this purpose shall be with pay except in presenting a grievance beyond Step (b) of the grievance procedure.

A steward shall obtain the permission of his supervisor before leaving his work to perform his duties as a steward. Such permission shall not be unreasonably withheld. On resuming his normal duties the shop steward shall notify his supervisor.

- (c) The duties of a steward shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

1.4 Union Bulletin Board

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

1.5 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one Union shop card, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation 'bcgeu'. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

1.6 Right to Refuse to Cross Picket Lines

- (a) **All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.**
- (b) **Refusal 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 any disciplinary action.**

ARTICLE 2 - WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations in themselves do not reduce the hours of work or pay of any employee.

ARTICLE 3 - NO OTHER AGREEMENTS

No employee who is covered under Article 1 of this Agreement shall be required or permitted to make any written or verbal agreement with the Carefree Society or its representatives which may be in conflict with the terms of the Collective Agreement and any such agreement shall be null and void.

ARTICLE 4 - NO DISCRIMINATION

Carefree Society is committed to providing a workplace in which all staff and board members are treated with respect and dignity. The Union and Carefree acknowledge the right of all individuals to work

without discrimination or harassment. Any allegations under this clause will be dealt with in accordance with the Harassment and Discrimination Policy of Carefree Society.

ARTICLE 5 - UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within twenty (20) working days or ninety (90) calendar days, whichever occurs first after the commencement of his employment apply for and maintain his membership in the Union as a condition of employment.

ARTICLE 6 - UNION DUES AND FEES DEDUCTIONS

6.1 Deductions

The Carefree Society agrees that during the life of this Agreement it will deduct monthly from the pay of all Union members covered by the bargaining unit, such dues, initiation fees and assessments as authorized by regular and proper vote of the membership of the Union, and to transmit the total of the amounts so deducted to the President of the Union on or before the fifteenth (15th) day of each month, along with a list of the employees in respect of whom such deductions have been made.

6.2 Authorization

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable by a member of the Union.

6.3 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply each employee, without charge, a receipt in the amount of the deductions paid to the Union by him in the previous year.

ARTICLE 7 - NEW EMPLOYEES

(a) The Carefree Society agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Articles 5 and 6 above. On commencement of employment, new employees shall be presented with a copy of the Agreement by the Employer.

(b) The steward will be given twenty (20) minutes with each new bargaining unit employee to orient the individual with the workplace.

ARTICLE 8 - CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass between the Chairman of the Board of Directors of the Carefree Society and the President of the Union.

ARTICLE 9 - LABOUR/MANAGEMENT NEGOTIATIONS

9.1 Bargaining Committee

A Bargaining Committee shall be appointed to consist of not more than three (3) members of the Carefree Society as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union.

9.2 Additional Members

Each party to this Agreement shall have the right to the assistance of one (1) additional representative when dealing with or negotiating with the other party.

9.3 Meetings of Bargaining Committees

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting must be held not later than fifteen (15) calendar days after the request has been made.

9.4 Business of Bargaining Committee

Any matters pertaining to the rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and possible settlement.

9.5 Union Representatives on Committee

Any representatives of the Union on this Committee who are in the employ of the Carefree Society shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

9.6 Technical Information

The Board agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. In addition, the Employer shall make available to the Union, member information which shall include the following: social insurance number, surname and first name, address, sex, birth date, job classification number and job step, gross pay and month-to-date dues.

ARTICLE 10 - WAGES, SALARIES AND CLASSIFICATIONS

10.1 Wages and Salaries

(a) The classifications of employees covered by this Agreement and wages and salaries to be paid to such employees shall be set out in Schedule A which is attached hereto and which is hereby declared to form part of this Agreement.

(b) Rates of Pay

Rates of Pay shall be increased as follows:

(1) Effective 12:01 am, April 1, 2001, all rates of pay shall receive a general wage increase of 1%, as outlined in Schedule A.

(2) Effective 12:01 am, April 1, 2002, all rates of pay shall receive a general wage increase of 2%, as outlined in Schedule A.

(3) Effective 12:01 am, April 1, 2003, all rates of pay shall receive a general wage increase of 2%, as outlined in Schedule A.

(4) Effective 12:01 am, April 1, 2004, all rates of pay shall receive a general wage increase of 2%, as outlined in Schedule A.

(5) Effective 12:01 am, April 1, 2005, all rates of pay shall receive a general wage increase of 2%, as outlined in Schedule A.

10.2 Hourly Rated Employees

New employees engaged on an hourly rate shall be entitled to the basic rate of pay for the appropriate classifications as set out in the said Schedule A.

10.3 New Classifications

If a new position is created for which no classification exists, the wages for such new position and the classification thereof shall be established by agreement, and when so established shall be deemed to have been set out in the said Schedule A. If agreement cannot be reached the matter shall be referred to arbitration under Article 12.

10.4 Pay Days

- (a) Employees shall be paid biweekly every second Friday for all hours worked up to and including the previous Friday.
- (b) For the purpose of converting to the biweekly pay system, employees will be provided with a pay advance equal to the amount of hold-back by the Employer. This advance shall be recovered by the Employer upon the termination, resignation or retirement of the employee.
- (c) Employees hired after April 1, 1984 shall not be eligible for the advance in (b) above.

10.5 Substitution Pay

When an employee temporarily substitutes in and performs the principal duties of a higher paying position, he shall receive the rate for the job. If a salary range is established, he shall receive the rate consistent with his range.

10.6 Substitution for Manager

If a member of the bargaining unit is filling in for the manager during holiday or leave of absence he shall be paid fifty cents (50¢) per hour in addition to his hourly rate.

10.7 Weekend Premiums

All hours worked on Sunday shall be paid at fifty cents (50¢) per hour premium rate. A premium rate of fifty cents (50¢) per hour will be paid for one (1) senior designated employee for all hours worked on Saturday when there is no manager on duty.

10.8 Training Days

New drivers shall undergo training for a minimum of three days with the trainee being accompanied at all times by a qualified Carefree driver.

The driver providing the training shall receive a training premium of fifty cents (50¢) per hour.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Definition of a Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Carefree Society and any employee or the Union, or a case where the Carefree Society has acted unjustly.

11.2 Settling of Grievances

- (a) The employee or employees shall, with the Union representative or the steward in attendance, seek settlement of the matter with the Supervisor.
- (b) If a satisfactory settlement is not reached with the Supervisor within five (5) days, then the dispute shall be submitted in writing to the Chairman of the Board of Directors of the Carefree Society who will meet with the employee or employees and the steward or Union representative, with a view to resolving the dispute.
- (c) If a satisfactory settlement is not reached with the Chairman of the Board of Directors of the Carefree Society within three (3) days, then the dispute shall be submitted to either the Board of Directors of the Carefree Society or a committee of the Board, with a view to resolving the dispute.
- (d) If a satisfactory settlement is not reached under subsection (c) within fifteen (15) days after the matter is submitted, either party may refer the matter to arbitration as hereinafter defined.
- (e) The Union may process a grievance through the various stages of the Grievance Procedure with or without the employee(s) in attendance.

11.3 Policy Grievances

Where a dispute involving the general application or interpretation occurs, and where a group of employees or the Union has a grievance, the first step as outlined in subsection 11.5 (a) of the grievance procedure may be by-passed.

11.4 The Union May Initiate a Grievance

The Union and its representatives have the right to originate a grievance for an employee or a group of employees.

11.5 Replies to Grievances

Replies to grievances shall be in writing to the President of the Union, at all stages.

11.6 Deviation from Grievance Procedure

- (a) After a grievance has been initiated by the Union, the Employer will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the grievance shall be considered to have been abandoned.

ARTICLE 12 - ARBITRATION

12.1 Notification

When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 11, notify the other party within fifteen (15) days after the matter has been submitted to either the Board of Directors of the Carefree Society or a Committee of the Board, of its desire to submit the difference or allegation to arbitration.

12.2 Single Arbitrator

- (a) Either party shall notify the other by letter of the referral to arbitration and shall propose names of persons to act as arbitrator.
- (b) If the parties are unable to agree upon a mutually acceptable arbitrator within fourteen (14) days of the notice, either party may apply to the Minister of Labour of B.C. who shall be authorized to make the necessary appointment.

12.3 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 grievance and shall have all the powers as set forth in Section 98 of the Labour Code. However, the arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions.

12.4 Disagreement of Decision

Should the parties disagree as to the meaning of the arbitrator's decision on a grievance, either party may apply to that arbitrator to clarify the decision on that grievance.

12.5 Expenses of Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

12.6 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.

12.7 Witnesses

At any stage of the arbitration procedure, either party may subpoena witnesses or other material evidence pertaining to the grievance. The party subpoenaing witnesses shall be responsible for the cost of the witness.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.1 Definition

The Employer shall discipline only for just and reasonable cause.

13.2 Warnings

Whenever the Carefree Society or its representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, if such employee fails to bring his work up to the required standard by a given date, the Employer shall within five (5) days thereafter given written particulars of such censure to the President of the Union, with a copy to the employee involved.

13.3 Discharge Procedure

An employee who has completed the probationary period as described in Article 14.3 may be dismissed, but only for just cause and only upon the authority of the Board of Directors of the Carefree Society. A Supervisor may suspend an employee, but shall immediately report such action to the Board. When an employee is discharged or suspended, he shall be given the reason in writing and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.4 Unjust Suspension or Discharge

- (a) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure, Step One, under Article 11.5 (a) being eliminated.
- (b) Should it be found that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated to his former position without loss of seniority and shall be compensated for all wages and benefits lost, equal to his normal earnings during the pay period next preceding such discharge or suspension.

13.5 Other Disciplinary Action

Disciplinary action shall include written censures, letters of reprimand, and adverse reports or written employee appraisals. An employee and the Union shall be given a copy of any such document placed in an employee's file. Should an employee dispute any such entry in his file, he shall be entitled to have his commentary on any such adverse report placed in his file.

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

13.6 Personnel Files

An employee, or the President of the Union (or his 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. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

13.7 Right to Refuse to Cross Picket Lines

The Employer agrees that no employee shall be required to cross a picket line unless the picket line has been ruled illegal by the Labour Relations Board.

ARTICLE 14 - SENIORITY

14.1 Seniority Defined

Seniority will increase in proportion to length of service with the Employer and will be the governing factor in all aspects of the Collective Agreement.

14.2 Seniority List

The Employer shall maintain the seniority list, showing the date on which each employee's services commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.3 Probationary Employee

Newly hired employees shall be considered on a probationary period of twenty (20) working days or ninety (90) calendar days whichever occurs first from the date of hire. During the period of probation, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as noted in Article 4 as the basis of termination. After the completion of the probationary period, seniority shall be effective from the original date of hire.

14.4 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and not reinstated;
- (b) he resigns;
- (c) he is absent from work without notifying the Employer unless such notice was not reasonably possible;
- (d) he fails to return to work within seven (7) calendar days following a layoff, after being notified by registered mail to do so, unless through sickness or other cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (e) he is laid off for a period of longer than six (6) months.

14.5 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit but will not accumulate any further seniority. If such employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority, such return however shall not result in the layoff or bumping of an employee holding greater seniority.

14.6 Regular Employees

A regular employee is one who is regularly scheduled to work.

14.7 Casual Employees

- (a) Casual employees will not be used to displace regular employee positions or reduce the hours of work available to the regular employees.
- (b) A casual employee is someone employed on-call and only to perform work for which no regular employee is available.
- (c) A casual employee shall be subject to all the articles of the Collective Agreement.

- (d) A position left vacant by an absent employee can be filled by casual employees for a period not exceeding two (2) months without the agreement of the Union at the local level.
- (e) Preference in calls to work among casual employees shall be determined according to the seniority list for casual employees which shall be maintained distinct from the regular seniority list. Layoffs among casuals shall be in reverse order of seniority.
- (f) A current updated seniority list for casual employees shall be posted each month on all Union bulletin boards.
- (g) A new casual employee shall be subject to a probationary period of 180 hours and shall thereafter accumulate seniority by hours worked.
- (h) On a casual employee's being accepted as a regular employee, all shifts worked by him as a casual employee will be applied to his probationary period as a regular.
- (i) A casual employee will lose his casual seniority when:
- (1) he is terminated for just cause;
 - (2) he voluntarily resigns his position;
 - (3) he becomes a regular employee;
 - (4) he has refused three (3) consecutive work opportunities in the previous three (3) months. (This shall also be considered due cause for termination.);
 - (5) he has been laid off for more than six (6) months.
- One refusal will be defined as work refused for a one (1) day period OR work refused for a two (2) day period OR work refused for a one (1) week period.
- (j) A casual employee's request for leave will be submitted one (1) month in advance and will not be refused arbitrarily.
- (k) A casual employee's request for leave will be considered second to that of a regular employee.
- (l) A casual employee's request for annual vacation leave will not be granted for a peak period.
- (m) A casual employee on approved leave will not be called for work except in cases of extreme emergency and as such, will not accumulate refusals to work.
- (n) A casual employee will receive pay increments equivalent to a regular employee according to a calculation that equates one month of a regular employee's work to 160 hours worked by the casual.
- (o) Casual employees will receive forty cents per hour in lieu of benefits.

14.8 Casual Call In Process

Restricted or limited availability shall be pre-approved by the Manager. Restricted or limited availability shall be considered to exist when a Casual has been hired under a restricted availability condition or has been hired and then requested limited availability status and it has subsequently been approved by the Manager. Once considered restricted or limited availability a Casual must inform the Employer in writing of their availability for the coming month no less than fifteen (15) days prior to the commencement of the month.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.1 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefor.

15.2 Information on Postings

Such notice shall contain the following information: the nature of the position and the qualifications required. These qualifications may not be established in an arbitrary or discriminatory manner.

15.3 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to qualify.

15.4 Method of Making Appointments

In making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications and ability, within a period of ten (10) working days of closing the job posting.

15.5 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, this trial promotion shall become permanent after the period of twenty (20) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if an employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employees promoted or transferred because of the rearrangement of positions shall also return to their former position without loss of seniority and wage or salary.

15.6 Union Notification

The Union shall be notified of all appointments, hirings, transfers, layoffs, recalls and terminations of employment.

ARTICLE 16 - LAYOFF AND RECALL

16.1 Definitions

Layoff includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees, including casuals, will be recalled in accordance with this agreement.

16.2 Notice of Layoff

The Employer shall notify the employees who have completed their probationary period and who are to be laid off, in writing, thirty (30) days if employed by the month and seven (7) days if employed by the hour, before layoff is to be effected. If the employee laid off has not had the opportunity to work the number of days for which notice of layoff was given, he shall nevertheless be paid for that period from the date of the layoff notice.

16.3 Layoff and Recall Procedures

Both parties recognize that job security should increase in proportion to the length of service and ability, therefore, in the event of layoff the employees shall be laid off in the inverse order of their seniority. Employees shall be recalled in order of their seniority PROVIDED they have the ability to do the available work.

16.4 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

ARTICLE 17 - HOURS OF WORK AND MEAL BREAK

17.1 Hours of Work

- (a) The regular work day shall not commence before 7:00 a.m. unless otherwise negotiated by the Parties.
- (b) No shift shall be longer than ten (10) consecutive hours exclusive of the lunch hour.
- (c) For the purpose of calculating break entitlement, a work period is defined as a period of paid time not exceeding five (5) hours.
- (d) Any shift longer than one (1) work period will be broken by meal breaks into segments each no longer than one (1) work period.
- (e) In any work period longer than three (3) hours, the employee will be entitled to a twenty (20) minute rest period to commence not later than three (3) hours from the beginning of the work period, and paid by the Employer as time worked.
- (f) In any shift of two (2) work periods or more, each work period after the first will entitle the employee to a sixty (60) minute meal break, at least in part before the beginning of the work period. The employee will be free to take his/her meal break away from the work station.
- (g) Where the Employer and the employee agree that safety will not be compromised, then employee may waive rest periods as in (e) and one (1) thirty (30) minutes of the meal break as in (f).
- (h) In any shift, the first sixty (60) minutes of meal break will be unpaid. Any further meal break will be paid for as time worked.
- (i) If, at the direction of the Employer, the meal break cannot be given in one (1) continuous period, it may be broken into portions, each of which must be given contiguous with a rest period as in (e) such that no such combined break is ever shorter than thirty (30) minutes.
- (j) The employees will be paid a shift differential premium of fifty (50) cents per hour for all hours worked after 6:00 p.m.

17.2 Standard Weekly Hours

The regular work week shall consist of a maximum of five (5) days, from Monday to Sunday, for a total of forty (40) hours per week.

17.3 Minimum Hours

An employee reporting to work on his regular shift shall be paid his regular rate of pay for two (2) hours if he does not commence work for any reason beyond his control, and shall be paid for a minimum of four (4) hours if he commences work.

17.4 Split Shifts

There shall be no split shifts, with the exception of School District Charters.

ARTICLE 18 - OVERTIME**18.1 Overtime Defined**

All time worked in excess of ten (10) hours per day or forty (40) hours per week, or on a holiday, shall be considered overtime.

18.2 Right to Refuse Overtime

An employee shall have the right to refuse a shift which would entail overtime without being subject to disciplinary action. However, employees shall finish a shift even if overtime occurs.

18.3 Compensation for Overtime

Overtime shall either be added to the next pay period or upon written request by the employee, taken in time off and shall be paid at the rate of time and one-half (1½) for the first two (2) hours and double time after two (2) hours in any day or shift.

18.4 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

18.5 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime work.

18.6 Overtime for Part-time Employees

Part-time employees working less than the normal hours per day of a full-time employee and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day for all work performed on holidays and regular days off.

ARTICLE 19 - PAID HOLIDAYS**19.1 Paid Holidays**

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed as a holiday by the federal, provincial, or municipal Government for the locality in which an employee is working.

19.2 Holidays Falling on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

19.3 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday, except for Christmas and New Year's Day when the compensation shall be at the rate of double time and one-half (2½) for hours worked, plus a day off in lieu of the holiday.

19.4 Holiday Coinciding with a Day of Vacation

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

19.5 Statutory Holiday Entitlement

Statutory holiday pay will be paid at five percent (5%) of gross earnings, as part of the regular biweekly pay period. Gross earnings will include wages, sick pay and vacation pay.

An employee may request, in writing, that this entitlement be taken in time off or accumulated and taken in conjunction with vacation time off. This entitlement must be used or paid out at the end of each fiscal year.

ARTICLE 20 - ANNUAL VACATION ENTITLEMENT

20.1 Entitlement

- (a) Annual vacation entitlement shall be accrued at the rate of six (6) percent of the hourly rate.
- (b) After being employed by the Carefree Society for six (6) years annual vacation entitlement shall be accrued at the rate of eight (8) percent of the hourly rate.
- (c) The holiday pay will be issued on a separate cheque from the regular pay cheque.

20.2 New Employees

An employee earns but is not entitled to receive vacation leave during his first six months of continuous employment.

20.3 Preference in Vacations

All employees shall be granted their vacation as far as possible during the period preferred by the employee and during the year of entitlement. By mutual agreement, vacation time may be arranged in any month of the calendar year. However, in the event of conflict of vacation date preference, the choice shall then be determined by seniority of service.

Vacation requests shall be submitted by February 28th of each year.

20.4 Scheduled Vacations

Vacation schedules once approved by the Employer shall not be changed except by mutual agreement between employee and Employer, other than in cases of emergency.

20.5 Vacation Pay

Pay for vacations will be made at an employee's regular rate of pay except if an employee has been working in a higher paid position than his regular position for a majority of the sixty (60) working days preceding his vacation, in which case he shall receive the higher rate.

20.6 Approved Leave of Absence with Pay During Vacation

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay during his vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

20.7 Vacation Carry Over

An employee may carry over a maximum of five (5) days' vacation leave to the next year but may not carry vacation leave over for two successive years. An employee shall not receive cash in lieu of vacation time except upon termination.

20.8 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

ARTICLE 21 - SICK LEAVE

21.1 Sick Leave Defined

Sick leave means the period of time that an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, under quarantine, or because of a disabling injury for which compensation is not payable under the Workers' Compensation Act.

21.2 Amount of Sick Leave

- (a) An employee shall be credited with six (6) days sick leave April 1 each fiscal year.**
- (b) An employee who has worked less than an average of thirty (30) hours per week in the twenty-six (26) week period preceding April 1 shall be credited with sick days on a pro rata basis. If such employee's average weekly hours over the following twenty-six (26) week period increase, his sick credit shall be adjusted.**
- (c) New employees shall earn sick leave at one-half (½) day per month on a pro rata basis for the balance of that fiscal year.**
- (d) If an employee has used all of his sick leave entitlement for the fiscal year ending March 31, 2001, he may draw down on up to three (3) days of unused sick leave from the previous fiscal year if any remained.**
- (e) If an employee has used all of his sick leave entitlement for the fiscal year ending March 31, 2002, he may draw down up to two (2) days of unused sick leave from the previous fiscal year if any remained.**

- (f) If an employee has used all of his sick leave entitlement for the fiscal year ending March 31, 2003, he may draw down up to one (1) day of unused sick leave from the previous fiscal year if any remained.
- (g) If an employee has used all of his sick leave entitlement for the fiscal year ending March 31, 2004, he is no longer entitled to draw down unused sick leave from the previous fiscal year.
- (h) A sick pool shall be developed for all regular employees. This pool would consist of all unused sick time from the previous fiscal year, excluding the days of accrued sick time noted in (d)-(f) above.
- (i) Effective date of ratification, on a first come, first serve basis, each regular employee may draw up to three (3) days from this pool to be used within that fiscal year.
- (j) Effective April 1, 2002, on a first come, first serve basis, each regular employee may draw up to four (4) days from this pool to be used within that fiscal year.
- (k) Effective April 1, 2003, on a first come, first serve basis, each regular employee may draw up to five (5) days from this pool to be used within that fiscal year.
- (l) Effective April 1, 2004, on a first come, first serve basis, each regular employee may draw up to six (6) days from this pool to be used within that fiscal year.
- (m) Sick time would be noted on a chart, updated monthly for all employees to see.

21.3 Short Term Illness and Long Term Disability

Employees shall be entitled to coverage for short term illness and injury and long term disability as described in Appendix 1 under a mutually agreeable plan. The cost of this plan will be paid by the Employer.

21.4 Doctor's Certificate

On request by the Employer, an employee taking sick leave in excess of three (3) consecutive days shall provide a doctor's certificate.

21.5 Sick Leave During Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence but shall retain his accumulated credit for that calendar year, if any, existing at the time of the commencement of such leave or layoff.

21.6 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee that does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

21.7 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Any employee shall be advised on application of the amount of sick leave accrued to his credit.

21.8 Medical and Dental Appointments

Deductions may be made from sick leave entitlements for medical and dental appointments.

21.9 Employee to Inform Employer

The employee shall make every reasonable effort to inform the Employer as soon as possible of his inability to report to work because of illness or injury.

21.10 Family Illness

In the case of illness of a member of the immediate family of an employee, as defined in Section 22.1, when no one other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his supervisor, to use annual sick leave entitlements up to a maximum of three (3) days at any one time for this purpose.

ARTICLE 22 - SPECIAL AND OTHER LEAVE

22.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at his regular rate of pay from the date of death to and including the day of the funeral, with an allowance for immediate return travelling time if necessary. Such leave normally shall not exceed five (5) working days.

Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

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.

22.2 General Leave

Notwithstanding any other provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances, such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

22.3 Elections

Any employee eligible to vote in a Federal, Provincial, or Municipal election or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his ballot.

22.4 Jury Duty or Court Witness Leave

The Employer shall grant leave of absence without loss of seniority or any other benefits to an employee who serves as a juror or witness in any court. The employee shall continue to receive his regular pay, provided however such employee shall turn over or cause to be turned over to the Employer any allowance received for serving on such jury or acting as such witness, excluding payment for travelling, meals, or other expenses. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

22.5 Special Leave

Any employee not on leave of absence without pay shall be entitled to special leave at his regular rate of pay for the following:

- (a) Marriage of the employee three (3) days
- (b) Attend wedding of the employee's child one (1) day
- (c) Birth or adoption of the employee's child one (1) day
- (d) Attending his formal hearing to become a Canadian Citizen one (1) day
- (e) Attend funeral as pall-bearer or mourner one-half (1/2) day

Two (2) weeks' notice is required for leave under subsections (a), (b), and (d).

22.6 Time Off for Union Business

- (a) Unpaid leave, without loss of seniority, shall be granted upon request to attend functions of the Union or any body with which the Union is affiliated. Such requests shall be made in writing to the Employer. The Union agrees that generally one (1) week's notice will be given and that leave will not be requested for more than two (2) employees at the same time.
- (b) To facilitate administration of this clause when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs.

22.7 Education Leave

Annual training will be provided as deemed necessary by the Employer to ensure staff have the necessary skills to perform their duties. The course cost will be borne by the Employer. Should the course be scheduled on the same day that an employee is scheduled to work, the employee will receive their normal daily pay.

ARTICLE 23 - MATERNITY LEAVE**23.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave after six (6) month's continuous employment.

- (a) Upon request, the employee shall be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay may commence at any time up to eleven (11) weeks before the anticipated date of birth, and should be requested in writing no later than four (4) weeks prior to the commencement of the leave.
- (c) If the employee cannot reasonably perform her duties because of her pregnancy, the Employer may instruct her to take a leave of absence until the employee can provide a certificate from a doctor stating she is able to perform her duties.
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and salary.
- (e) If an employee maintains coverage for medical, extended health, dental and group life, the Employer agrees to pay the Employer's share of these premiums.
- (f) In cases where a pregnancy has terminated resulting in the employee being unable to make the normal written request for leave of absence, upon the employee's request, supported by a doctor's

certificate, the employee may be granted a leave of absence without pay for up to six (6) weeks and will be entitled to the protections outlined in (d) and (e) above.

23.2 Parental Leave

An employee shall be granted leave of absence without pay for up to **thirty-five (35) weeks** from the time of coming into actual care and custody of a newborn or adopted child. This leave of absence should be requested at least four (4) weeks prior to the commencement of the leave, except when impossible due to unforeseeable circumstances.

23.3 Seniority Rights on Re-employment

(a) An employee who makes application for re-employment prior to the expiration of maternity or adoption leave shall retain service credits and seniority rights accumulated prior to the leave of absence and shall be credited with seniority for the period of time covered by such leave.

(b) The employee shall be deemed to have resigned on the date on which maternity or adoption leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave, however, maternity leave shall be extended for up to an additional six (6) months for health reasons, upon request and presentation of a Doctor's certificate.

23.4 Sick Leave Credits

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

ARTICLE 24 - HEALTH AND WELFARE

24.1 Part-time Employees

Health and welfare benefits in the following clauses for part-time employees shall be pro rated.

24.2 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the Medical Services Plan of British Columbia. The Employer shall pay one-half, collect the employee's half of the premium by payroll deduction and submit to the Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan.

24.3 Dental Care Plan

Employees shall be entitled to dental care under a mutually acceptable plan as described in Appendix 2. The monthly premiums shall be shared on a fifty-fifty (50/50) basis and the Employer shall deduct from the regular employees the required premium payment through payroll deduction and shall submit to the appropriate agency.

24.4 Workers' Compensation Board Claim

Where an employee is on a claim recognized by the Workers' Compensation Board the employee shall be entitled to leave at his regular rate of pay up to a maximum of 126 days for any one claim. Where an employee elects to claim leave with pay under this article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

24.5 Unemployment Insurance

Unemployment Insurance coverage shall be provided for all employees under the provisions of the Unemployment Insurance Act.

24.6 Medical Examination

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

24.7 Extended Health Care Plan

The cost of an extended health care plan shall be borne by the Employer.

24.8 Life Insurance

The cost of life insurance shall be borne one hundred percent (100%) by the Employer.

ARTICLE 25 - CONTRACTING OUT

The Employer shall not contract out any work presently performed by employees covered by this Agreement which would result in a lay off.

ARTICLE 26 - SEXUAL HARASSMENT

The Union and Carefree acknowledge the right of all individuals to work without discrimination or sexual harassment. Any allegations under this clause will be dealt with in accordance with the Harassment and Discrimination Policy of Carefree Society.

ARTICLE 27 - UNSAFE WORK CONDITIONS

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health & Safety Regulations, he/she shall not be subject to disciplinary action.

ARTICLE 28 - REGISTERED RETIREMENT SAVINGS PLAN

- (a) All regular employees, upon successful completion of the probationary period, shall enrol in the Plan.**
- (b) Employee contributions to the Plan through payroll deduction will be as follows:**
 - (1) Effective June 1, 2001 - 1% of regular earnings**
 - (2) Effective April 1, 2002 - 1.5% of regular earnings**
 - (3) Effective April 1, 2003 - 2% of regular earnings**
 - (4) Effective April 1, 2004 - 2.5% of regular earnings**
 - (5) Effective April 1, 2005 - 3% of regular earnings**
- (c) The Employer will match the contributions made by each employee.**
- (d) Employer and employee contributions will be locked in on the employee's behalf.**

(e) All regular staff as of the date of this Agreement, with service in excess of two (2) years, will be considered to have completed their vesting period. All staff hired after April 1, 2001, will complete a two (2) year vesting period in order to draw out both the employer and employee portions.

ARTICLE 29 - COPIES OF AGREEMENT

The Union and the Employer desire that every employee be familiar with the provisions of this Agreement, and his rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to employees.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from April 1, 2001 up to and including March 31, 2006.

30.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 1, 2006, but in any event, not later than midnight, March 1, 2006.
- (b) Where no notice is given by either party prior to March 1, 2006, both parties shall be deemed to have given notice under this clause on March 1, 2006 and, thereupon, Clause 28.2(a) applies.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Laura Kiteley, Executive Director

James Johnson, Bargaining Committee

Terry Barnes, Vice President

Monique Sellwood, Bargaining Committee

Colleen Smith, Treasurer

Sherry McMullen, Bargaining Committee

Jackie Podger, Negotiator

Ann Krauseneck, Staff Representative

Dated this _____ day of _____, 200_____.

SCHEDULE A - WAGES

	Present	Apr 1/01 (1%)	Apr 1/02 (2%)	Apr 1/03 (2%)	Apr 1/04 (2%)	Apr 1/05 (2%)
<i>Bus Driver</i>						
<i>Start</i>	15.48	15.63	15.94	16.25	16.57	16.90
<i>6 Months</i>	16.18	16.34	16.67	17.00	17.34	17.69
<i>9 Months</i>	16.84	17.01	17.35	17.70	18.05	18.41

Reference:

- 10.6 Substitution for Manager
- 10.7 Weekend Premiums
- 10.8 Training Days

APPENDIX I

Carefree Society's weekly indemnity, long term disability, accidental death and dismemberment, and life insurance is covered by Great West Life Assurance Company. All eligible employees must be enrolled in this plan and are entitled to the benefits as outlined in the master benefit package.

The address of the Carrier is:

Great West Life Assurance Company
60 Osborne Street North
Winnipeg, Manitoba
R3C 3A5