

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY VENTURES SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3999

Effective from April 1, 1996 to April 1, 1998

**THIS AGREEMENT MADE AND ENTERED INTO ON THIS _____ DAY OF _____
1996.**

BETWEEN:

COMMUNITY VENTURES SOCIETY
(hereinafter called the "Employer")

Party of the first part

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999
(hereinafter called the "Union")

Party of the second part.

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ARTICLE 1 - PREAMBLE

1.01

It is the purpose of both parties to the Agreement:

1. To maintain, improve and encourage efficiency of operations and quality of recipient care;
2. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union and to recognize the value of honest discussion in this process;
3. To make provisions herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Plural & Masculine Terms May Apply

Whenever the singular or feminine is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union agrees that the management and direction of employees in the bargaining unit is vested exclusively in the Employer subject only to such restrictions governing the exercise of those rights as are expressly provided in law and in this Agreement.

Subject to the above, all employees shall be governed by all policies, procedures and guidelines as adopted by the Employer.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent on behalf of all employees included in the certification issued by the British Columbia Labour Relations Board, except those excluded by the mutual agreement of the parties or by the Labour Board.

3.02 Bargaining Unit Work

Persons whose jobs (paid or unpaid) are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, temporary experimentation not to exceed ninety (90) days without mutual agreement, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned, in itself, does not reduce the hours of work or pay of any bargaining unit employee(s).

3.03 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the employer or its representative which may conflict with the terms of this collective agreement.

3.04 Recognition of Union Representatives / Stewards and Permission to Leave Work

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the right of the union to appoint or elect representatives / stewards whose duties shall include assistance to any employee which they represent, in preparing and presenting a grievance in accordance with the grievance procedure.

The employer agrees that such representatives shall not be hindered, coerced, restrained or interfered with in any way in performance of their functions; while investigating disputes and presenting grievances as provided in this agreement.

A representative, before leaving his work shall receive permission from his supervisor in order to ensure coverage at the workplace and shall also notify the supervisor at the location of the meeting to ensure that disruption is avoided. Such permission shall not be unreasonably withheld, but the steward shall make every effort to perform the duties as a steward outside the steward's normal hours of work. Time off work without loss of pay shall be granted for the length of time necessary to represent employees at grievance meetings.

The Union shall notify the Employer in writing of the name of each steward or representative and the department(s) they represent and the chief steward, before the Employer shall be required to recognize them.

3.05 National Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises provided they do not interfere with the normal operations of the agency.

ARTICLE 4 – DEFINITION OF EMPLOYEES

4.01 Employee

Employee shall mean a person who is an 'employee' as defined in the Labour Code of British Columbia.

4.02 Probationary Employee

Probationary employee shall mean an employee serving an initial probationary period of three (3) calendar months from date of hire to determine suitability for employment as a regular employee.

4.03 Full Time

Regular full time employee shall be an employee who is employed on a full time basis and has successfully completed the probationary term.

4.04 Part Time

Regular part time employee is an employee who works less than full time on a regular basis and has successfully completed the probationary term.

4.05 Special Project Employees

Special project employees shall mean an employee who is employed full time or part time, who is engaged in a special project but whose term of employment is not longer than three (3) months after

which he/she becomes a regular employee unless such three (3) months time limit is extended by mutual consent.

4.06 Casual Employees

Employees are employed on an 'on-call' basis to cover absences due to sick leave, vacation, special leave or other approved leave, or to fill temporary vacancies, or augment staff during peak periods.

The Employer will be responsible to ensure an evaluation is done of each casual employee's work and their suitability for permanent employment.

Each casual employee will be informed of the evaluation upon completion (or before) of thirty (30) shifts.

ARTICLE 5 - NO DISCRIMINATION/HARASSMENT

5.01 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of his membership or activity in the Union.

5.02 Harassment Defined

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer shall take such actions as are necessary respecting an employee or an employer representative engaging in sexual or personal harassment.
- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- touching, patting or other physical contact;
 - leering; staring or the making of sexual gestures;
 - demands for sexual favours;
 - verbal abuse or threats;
 - unwanted sexual invitations;
 - physical assault of a sexual nature;
 - distribution or display of sexual or offensive pictures or material;
 - unwanted questions or comments of a sexual nature;
 - practical jokes of a sexual nature.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal.
- (d) Both males and females can be considered to be sexually harassed by members of either sex.

- (e) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- physical threats or intimidation;
 - words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - distribution or display of offensive pictures or materials.
- (f) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (g) Personal harassment does not include actions occasioned through the exercising in good faith, of the Employer's supervisory rights and responsibilities.

5.03 Harassment Complaint Procedures

If possible, the complainant will discuss the problem with the person(s) concerned. If the problem is not resolved, or if, the individual cannot discuss the problem with the alleged harasser(s), then the following procedure shall apply:

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence directly to the Executive Director/Designate. Upon receipt of the written complaint, the Employer shall advise the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.
- (c) The employer designate and a Union representative shall jointly investigate the complaint and shall submit their reports to the Executive Director/Designate in writing within fifteen (15) days of receipt of the complaint. The Executive Director/Designate shall within (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (d) Pending determination of the complaint, the Executive Director/Designate may take interim measures to separate the employees concerned, if deemed necessary.
- (e) In cases where harassment may result in the transfer of an employee every effort will be made to relocate the harasser, except that the harassee may be transferred with his written consent. The Union will be consulted throughout the process.
- (f) Where either party to the proceeding, in conjunction with the Union is not satisfied with the Executive Director/Designate response, the employee may file a grievance at step 3 within ten (10) days of the decision.

ARTICLE 6 - UNION SECURITY/MEMBERSHIP REQUIREMENT**6.01 All Employees to be Members**

All employees in the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

6.02 Orientation of Employees

On commencing employment, the employee's immediate Supervisor shall advise the employee of the name(s) of the Stewards and Representative.

The Representative or Steward shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and responsibilities and obligations to the Employer and the Union.

The Representative or Steward will provide the new employee with a copy of the Collective Agreement.

6.03 New Employees or Potential Employees

The employer agrees to acquaint new or potential employees with the fact that a union agreement is in effect, and with the conditions of employment as set out in the Articles dealing with Union Security and Dues Check-Off.

ARTICLE 7 - CHECK-OFF OF UNION DUES**7.01 Check-off Provisions**

The employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

The Union shall inform the Employer, in writing, of the authorized deductions to be made. An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary, the amount of the regular monthly dues payable to the union by a member of the Union.

7.02 Deductions

Deductions shall be made from each paycheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all bargaining unit employees, job status, gross wages and dues deducted.

7.03 Union Dues Recorded on Income Tax T-4

The Employer shall record on each employee's Income Tax T4 slip, the amount of Union Dues paid to the Union by the employee through deductions in the previous calendar year.

ARTICLE 8 – CORRESPONDENCE/MEETING

8.01 Correspondence

Copies of all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director, or designate, and the Recording Secretary of the Local, or Union Designate(s).

Both parties shall notify the other of its designates on a quarterly basis.

8.02 Union Meetings/Use of Facilities

Union meetings including general and/or committee(s) meetings, held on Employer premises shall not interfere with the operation of the Employer. Premises for such meetings shall not be unreasonably withheld.

8.03 Filing Cabinet

The Employer will provide (and designate) space in the facility for a two-drawer Union filing cabinet, to be supplied by the union.

ARTICLE 9 - NEGOTIATIONS

9.01 Bargaining Committee

The Employer shall not bargain or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of their Union. In representing an employee or group of employees, an elected or appointed Representative of the Union shall be the spokesperson.

Each party shall appoint representative to its Bargaining Committee. The Union and the Employer will advise each other of their Committee members.

9.02 Function of the Bargaining Committee

All matters pertaining to rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred to the bargaining committee for discussion and settlement.

9.03 Meeting of Bargaining Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.04 Technical Information

Within thirty (30) days of a request by the Union, 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.

9.05 Time off for Meetings

Any two (2) representatives of the Union's Bargaining Committee shall have the right to attend joint bargaining without loss of pay. The Employer shall be responsible for the cost of required replacement personnel.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 Committee Structure

The Labour Management Committee will consist of two (2) representatives of the Employer and two (2) representatives of the Union. By Mutual agreement, the parties may increase the size of the Committee, maintaining equal representation.

10.02 Meeting of Labour Management Committee

The Committee shall meet as required at a mutually agreed time and place. Committee members shall not suffer any loss of pay for time spent in meetings with this Committee.

10.03 Chair of the Meeting

An Employer's representative and a Union Representative shall be designated as joint chair and shall alternate in presiding over meetings. The joint chair shall have the responsibility for coordinating meetings and other administrative functions of the Committee.

10.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Employer and approved at the next scheduled meeting. Once approved, the minutes shall be provided to the Union and the Employer.

10.05 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and Employer with respect to its discussions and conclusions concerning the following general matters:

- (a) Considering constructive criticism of all activities in the area of employee and employer relations;
- (b) Reviewing suggestions from employees in the area of employee / employer relations, and more specifically, questions pertaining to working conditions;
- (c) Correcting conditions causing misunderstandings and potential grievances
- (d) Other matters as mutually agreed.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application or alleged violation of this Agreement, including all Addenda.

11.02 Informal Procedure

Prior to the implementation of the formal Grievance Procedure, there shall be an earnest effort to discuss and resolve concerns. Such discussions will take place between the aggrieved employee(s), Union steward and immediate supervisor.

11.03 Grievance Procedure

A grievance as defined herein shall be finally and conclusively settled in the following manner:

Step 1 -

The employee and/or Steward shall take up the difference or grievance with the employee's immediate Supervisor within ten (10) working days of the acts or omissions which form the basis of the difference or grievance.

Step 2 -

If the difference or grievance is not settled within five (5) working days of Step 1 above, to the satisfaction of the employee, then such difference or grievance shall be submitted in writing by the employee or the Union to the employee's immediate non-bargaining unit Supervisor.

Step 3 -

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the written grievance shall be submitted by the Union to the Executive Director, or designate, who shall render a decision within ten (10) working days of such notice and inform the Union in writing.

Step 4 -

Failing a satisfactory settlement being reached at Step 3, the Union may refer the dispute to arbitration within ten (10) working days of receipt of the Executive Director's decision.

11.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance may be initiated at Step 3.

11.05 Failure to Act Within Time Limits

Saturday, Sunday and statutory holidays shall not be counted in determining the time within which any such action must be taken under any of the aforementioned steps.

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall result in the abandonment of the grievance. However, the Union shall not be deemed to have prejudiced its position on any future grievance of a similar nature.

11.06 Facilities

The Employer shall supply the necessary facilities for the grievance meetings.

11.07 Time Limits

The time limits fixed in both Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement. Such consent to be confirmed in writing.

11.08 Deviation from Grievance Procedure

After a grievance has been initiated, the employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee(s), without the consent of the union.

ARTICLE 12 - ARBITRATION**12.01 Notification**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board.

The two nominees shall contact each other to select a Chair.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree on a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

12.03 Power of the Board

No grievance shall be defeated by any formal or technical objection, subject to the provision of Article 11.05

The Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of the grievance in order to determine the real matter on dispute and to reach a decision according to the principles of equity and natural justice.

12.04 Disagreement of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

Each party shall share cost for such clarification.

12.05 Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event the foregoing provisions, where applicable, shall apply equally to the single Arbitrator.

12.06 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the nominee it appoints
- b) one-half of the fees and expenses of the Chair

12.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.08 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) As the process is intended to be informal, lawyers will not be utilized.
- d) The arbitrator shall hear the grievance and shall render a decision within two (2) working days of such hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- e) 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.
- f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- g) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- h) The parties will mutually agree to a sole arbitrator from the following: Joan Gordon, Judy Korbin, Rod Germaine, David MacPhillips, Vince Ready. It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE**13.01 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the employer.

13.02 Preferred Handling

Where an employee is suspended or dismissed by the Employer, the Employer shall notify the employee in writing of the suspension or dismissal. The notice shall set forth the reasons for the suspension or dismissal. A copy of the written notice shall be forwarded to the Union within five (5) days of the action being taken.

Grievances with respect to suspension or dismissal may be filed at Step 3.

13.03 Right to Have a Steward Present

- a) Where a Supervisor intends to interview an employee that may lead to discipline, the Supervisor must notify the employee in advance of the interview regarding the reasons for the interview in order to allow the employee the right to have his Steward present at the interview. This process must not result in an undue delay of the appropriate action being taken by the Supervisor.
- b) The Steward shall have the right to consult with a CUPE Representative and to have her present at any discussion with supervisory personnel which might be the basis of disciplinary action. This process must not result in undue delay in the appropriate action being taken by the supervisory personnel.

13.04 Unjust Suspension or Discharge

An employee who have been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority, pay or benefits. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such Board.

13.05 Right to Refuse to Cross Legal Picket Line

- a) Refusal to cross a legal picket line permitted by the Labour Relations Board of British Columbia shall not constitute cause for discipline or dismissal. An employee who refused to cross a legal picket line permitted by the Labour Relations Board of BC shall be considered as absent without pay.
- 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.

13.06 Progressive Discipline

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in cases of verbal or physical abuse, or violence, discipline or discharge for just cause should be preceded by a documented record of:

- Counselling;
- Warnings - verbal written; and/or
- Suspensions

Progressive discipline should ensure;

- a) Unacceptable behaviour is brought to employees attention;
- b) Correct behaviour clearly stated;
- c) A period of time to monitor progress;
- d) A warning is given that if behaviour continues, discipline will escalate.

13.07 No Strike, No Lockout

During the life of this agreement, there shall be no lock-out by the employer, or any strike, work stoppage, or suspension of work, either complete or partial, for any reason by the union.

ARTICLE 14 - SENIORITY**14.01 General**

The parties hereto recognize that all employees are entitled to a measure of employment security based on seniority, and that the employee shall accrue certain preference in this respect as provided in this Agreement.

14.02 Seniority Defined

Seniority is defined as the length of service with the Employer. Seniority shall operate on a bargaining-unit-wide basis.

14.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union annually during the month of January.

14.04 Calculation of Seniority

- a) Regular Full Time Employee: Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer.
- b) Regular Part Time Employee: Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date of hire and accumulated in the same proportion which time worked bears to fulltime; eg., an employee working three (3) days, twenty-one (21) hours, accumulates seniority at sixty percent (60%) rate.
- c) Probationary Employee: Newly hired employees shall be considered on a probationary basis for a period of three (3) months from date of hiring. By mutual consent between the parties this time period may be extended by up to three (3) months. Up to the expiration of the above time limits, the employee may be notified that he/she will be terminated. At the expiration of the above probationary period, he/she shall be advised that he/she is either now classified as a regular employee or is terminated. After completion of the probationary period, seniority shall be effective from the original date of hire.

Notwithstanding provisions contained in this clause, part time employees are required to put in the equivalent in hours of a regular full time employee with respect to the probationary period.

14.05 Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

- a) Employees who are laid off after six (6) calendar months but less than one year's service shall retain seniority for a period of six (6) calendar months.

- b) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one year.
- c) Employees absent due to a bona fide sickness or injury, provided such sickness or injury is attested to by a qualified medical practitioner, shall retain their seniority for a maximum period of six (6) months.
- d) Authorized leave of absence.

14.06 Loss of Seniority

An employee shall lose his/her seniority in the event he/she;

- a) is discharged for just cause and is not reinstated;
- b) resigns;
- c) is laid off for a period longer than 14.05 (a) or (b);
- d) does not respond to recall, in accordance with Article 16.

14.07 Seniority

Notwithstanding provisions contained in this Article it is agreed and understood that for the purpose of call-in, seniority is not a factor.

When a casual or project employee is the successful applicant to a permanent position, his/her seniority shall be backdated to reflect the time worked prior to appointment to a regular position.

14.08 Seniority Outside Bargaining Unit

Bargaining unit employees who apply for permanent management positions outside the bargaining unit shall have the right to return to their former positions within a period of ninety (90) days without loss of seniority. This period may be extended by mutual agreement between the Union and the Employer.

The employee shall retain seniority accumulated up to the end of leaving the unit, but will not accumulate any further seniority. Should an employee return to the bargaining unit after the expiry of the ninety (90) day period:

- a) it shall be through the normal posting procedures; and
- b) seniority shall again accumulate, effective the first day of work in the bargaining unit.

14.09 Consecutive Terms

A new employee may be in the situation of serving out his probationary status and completing his trial period in a position concurrently. The employee who completes his probation during the trial period will still be required to complete his trial period from the date of appointment to the new position.

14.10 Probation Appraisal

Prior to completion of the probationary period, each employee shall be appraised on his performance by the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of seven (7) days and provide a copy to the union in order that all members will know about the position and be able to make written application. Appointments from within the bargaining unit shall be made within three (3) weeks of the posting closing.
- b) The Employer will endeavor to notify all internal applicants of the status of their applications prior to announcing the successful applicant. The Employer further agrees, at the request of the unsuccessful candidate, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

15.02 Information on Postings

Such notice shall contain the following information; qualifications, required knowledge, education and skills as reflected in the job description, locations, nature of position, shift, wage or salary rate or range, and hours of work, date of posting, job number, application deadlines, and expected start date of position.

The qualifications may not be established in an arbitrary or discriminatory manner. If applicable the posting shall state any specific bona fide occupational requirement.

15.03 No Outside Applicants

External applicants for a vacant position shall not be hired for the said position until all applications of present employees have been fully processed.

15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) the principle that job opportunity may increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, which include suitability, skills and ability.

15.05 No Change in Status

Accepting time-limited positions does not change the permanent or relief status of an employee.

15.06 Temporary Assignments

The Employer may make a temporary appointment of ninety (90) calendar days or less, without complying with the posting requirements. This time limit may be extended, by mutual agreement, in writing, between the Union and the Employer.

15.07 Notification to Employee and Union

The Union shall be notified in writing of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

15.08 Trial Period

Should the successful applicant be a present employee of the Employer he shall be placed on trial for a period of three (3) calendar months. The Employer in consultation with the union may extend the trial period. Upon conclusion of a trial period the employee shall be given a performance appraisal. Conditional on satisfactory service the employee shall be declared permanent after the period of three (3) calendar months or at the end of the extended trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds the new position unsatisfactory, he shall be returned to his former position, at the same wage or salary and hours without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position at the same wage or salary without loss of seniority.

15.09 Lateral Transfers

- a) Employees who are given a lateral transfer to another job at the same salary grade shall continue to be paid at the same step they had achieved at the previous job with no change in the salary anniversary date.
- b) Employees who are given a lateral transfer shall be subject to the trial period.

15.10 Filling of Vacancies

Employees, other than regular employees, may apply for posted vacancies on the regular staff. However, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.

ARTICLE 16 - LAY-OFF AND RECALL**16.01 Definition of Lay-off**

A layoff shall be defined as a reduction in the work force or a reduction in the assigned hours of work as defined in this Agreement.

16.02 Layoff Procedure

Both parties recognize that job security should increase in proportion to length of service. In a layoff, the last employee hired shall be the first laid off, providing that one of the remaining employees has the necessary qualifications and ability to perform the job.

16.03 Recall Procedures

- a) Employees shall be recalled in order of seniority providing they are qualified to do the job.
- b) Employees shall be notified by registered mail to the last known address, and must respond to such notice within five (5) working days. Failure to respond will cause the employee to lose seniority rights in accordance with Clause 14.07 (d).

- c) The notice of recall shall include the position available, salary range and date on which the position commences, such date to allow adequate lead time for the employee to rearrange his/her schedule.
- d) The employee shall be responsible for keeping the Employer advise of his/her current address.

16.04 No New Employees

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

16.05 Layoff of Regular Employees

Regular employees, when layoff occurs, will have the right to bump, bargaining unit wide, any employee with less seniority, providing they meet the qualifications for the position.

16.06 Advance Notice of Lay Off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off one month prior to the effective date of lay off. If the employee has not had the opportunity to work the dates as provided for in this Article, he/she shall be paid for the days for which work was not made available. (This Article shall not be applicable to probationary employees).

16.07 Grievances

Grievances of layoffs shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK/SHIFTS

17.01 Hours of Work

The hours of work for all employees, except part time employees, shall be seven (7) consecutive hours per day, Monday to Friday inclusive, between the hours of 8:00 am and 5:00 p.m.

17.02 Lunch and Rest Periods

- a) Lunch Period: - at least one-half (1/2) hour unpaid lunch break to be taken at mid-point in each working day.
- b) Rest Period: - All employees shall receive a paid fifteen (15) minute rest period within each four (4) hours, or major portion of, on any shift.

17.03 Employer Business/Meetings

Employees required by the Employer to attend meetings or hearings on behalf of the Employer will continue to receive their normal salary for the time periods required. The provisions of the agreement shall apply to the time periods as required above. The Employer shall reimburse the employee for all expenses incurred by the employees during these time periods, in accordance with Employer policies regarding reimbursement.

17.04 Exchange of Shifts

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

- (a) prior approval of such exchange is given by the employees Supervisor/Designate; and
- (b) an employee may exchange days off with another employee, providing such exchange is mutually agreeable to the Employer and does not cause a claim for overtime and/or any other benefits that the employee would not normally receive if such an exchange had not been made.

17.05 Minimum Hours of Work

If an employee reports for work as directed by the Employer, she shall be entitled to a minimum of two (2) hours' pay, and, if she commences work, she shall be entitled to a minimum of four (4) hours' pay at not less than her regular rate, unless previously notified by the employer that she should not report.

This section shall not apply in the case of any labour dispute or emergency which prevents the operation of the Employer's business, nor shall it apply to employees who are deemed unfit to perform the duties of her position or return to work from a leave of absence without notice.

ARTICLE 18 – OVERTIME

18.01 Definitions

- (a) "Overtime" means work performed in excess of the normal daily full-time hours or/and weekly full-time hours outlined in Article 4 - Definition of Employees and Article 17 - Hours Of Work.
- (b) "Straight-time rate" (1x) means the hourly rate of pay.
- (c) "Time and one-half" (1 1/2x) means one and one-half times the straight-time rate.
- (d) "Double Time" (2x) means two times the straight-time rate.

18.02 Overtime Entitlements

- a) A full time employee will be entitled to compensation for authorized overtime in excess of the regular scheduled daily hours.
- b) Overtime entitlement shall be calculated in fifteen (15) minute increments, however employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

18.03 Overtime Compensation

- a) For those employees not working on flextime overtime worked shall be compensated through the granting of equivalent time off with pay as follows:
 - 1) Time and one-half for the first three (3) hours in excess of the full time regular hours **AND**
 - 2) Double time for hours worked in excess of (1) above.
 - 3) Time and one half for the first seven (7) hours worked on a scheduled day off and double time for all hours worked thereafter. The computation of overtime in (1) and (2) above is to be on a daily basis and not cumulative.

- 4) Double time for hours worked on a designated holiday.

18.04 Part Time Employees

All part time employees shall be paid at straight time rates for all hours worked up to seven (7) hours per day. Then overtime rates as set out above shall prevail.

18.05 Call Back

Employees called back to work outside of the regular working hours shall be paid for a minimum of two (2) hours at overtime rates. Call back hours are calculated from the time the employee arrives at the Employer's premises until the time he/she leaves the premises at the completion of the assigned duties. The employee shall be paid a total of one (1) straight hour for travel to and from the Employer's place of business for each call out.

18.06 Time Off in Lieu of Overtime

An employee may request to receive equivalent compensatory time off in lieu of overtime. Time off shall be scheduled at a mutually agreeable time.

18.07 Rest Interval

An employee required to work overtime beyond his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of his next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

18.08 No Lay-off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

18.09 Required Overtime

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

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Remembrance Day
Canada Day	Good Friday
Easter Monday	B.C. Day
Christmas Day	Labour Day
Boxing Day	Victoria Day
Thanksgiving Day	

If either the Federal or Provincial governments declares any other day than those listed above as a holiday, it shall be recognized as a paid holiday.

19.02 Holiday Falling on Saturday or Sunday

For an employee whose work is from Monday to Friday and when any of the above-noted holidays fall 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 it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

19.03 Compensation for Holidays Falling on a Scheduled Day Off

When any of the above specifically noted holidays falls on an employee's scheduled day off, the employee shall receive equal time off at a time mutually agreeable to the employee and supervisor. However, this compensating time off with pay must be taken within one (1) year of becoming entitled to the same.

19.04 Holiday Pay

Employees who are required to work on paid holidays shall be paid in accordance with prevailing overtime rates.

19.05 Christmas Closure

Should the program close during the Christmas Season employees shall receive their regular rate of pay. Any closure will be at the sole discretion of the Employer.

ARTICLE 20 - VACATIONS**20.01 Annual Vacation Entitlement**

A regular full time employee shall be granted leave as follows:

Completed year of continuous service one (1) year	15 paid days
After 2 years of service	one (1) additional day of vacation, for each additional year of service.
Five (5) years	20 paid days
Ten (10) years	25 paid days.

Part time employees will be granted leave without pay, on a pro-rata basis equal to full time employees.

20.02 Vacation Requests

Requests for vacation between April 1 and September 30 must be received by February 15th.

Request for vacation between October 1 and March 31 must be received by July 15th.

Vacation schedules shall be posted on or about March 15th and August 15th.

20.03 Statutory Holidays falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Employer.

20.04 Unbroken Vacation Period

- a) An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- b) If an employee requests that his/her entitlement be granted in more than one continuous period, such additional periods may not normally be less than one (1) week of duration. Such employee shall use his/her seniority rights for only one such period in the vacation year.
- c) Notwithstanding (b) above, employees will have the option to use one (1) weeks' vacation entitlement on a day-to-day basis.

20.05 Less Than One Year's Service

Regular full time employees with less than one year's continuous service of March 31st, shall be eligible for one and one quarter (1/4) working days vacation for each completed month of continuous service, provided that such vacation entitlement may be taken only after six (6) full consecutive months of completed service.

20.06 Vacation Time

Vacation time will be earned as days.

20.07 Vacation Pay

An employee may, upon giving at least fourteen (14) days' notice, receive, on the last office day preceding commencement of his/her annual vacation, any pay cheques which may fall during the period of vacation. Such cheques will be post dated.

20.08 Vacation Credits on Termination

Except as otherwise provided, earned but unused vacation credits shall be paid to an employee leaving the Employer on her final pay cheque.

20.09 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later day, at a time mutually agreed upon by the employee and the Employer.

20.10 Vacation Schedule Changes

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

20.11 Vacation Carry Over

An employee may carry over up to ten (10) days vacation leave to the next calendar year, provided they have taken the minimum vacation entitlement as required under the Employment Standards Act. An employee shall not receive cash in lieu of vacation time except upon retirement or termination.

ARTICLE 21 - PAYMENT OF WAGES**21.01 Principle of Equal Pay**

The principle of equal pay for equal work shall apply. Regardless of gender, employees who perform work of equal value shall be paid equally.

21.02 Pay of Temporary Transfer, Higher Rated Job/Lower Rated Job

- a) When an employee temporarily relieves in or performs the principal duties of a higher paying position at the Employer's request, at a flat rate of pay, he shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established, he shall receive the rate of pay in the salary range which is higher than his previous rate. The employee shall qualify for any pay increments based on his length of service in a temporary assignment.
- b) When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

21.03 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

21.04 Deductions to be Authorized

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement. Overpayment shall not be recoverable by the Employer where such recovery would be unreasonable or unfair.

21.05 Severance Pay

An employee shall be given thirty (30) days' notice or pay in lieu and severance pay on the basis of one (1) week's pay at the regular rate for the position last occupied for each year of service if the Employer;

- a) ceases wholly or partly the operations;
- b) merges with another Employer;
- c) changes operating methods;

and the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.

21.06 Vehicle Allowance

- a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.

- b) The allowance shall be \$0.30 per kilometre.
- c) The Employer will pay the difference between the to-and-from work/pleasure classification and the business use classification at one million liability (\$1,000,000.00) to a maximum of fifty dollars (\$50.00) for those employees designated by the Employer. Proof of business coverage must be provided to the Employer.
- d) Damage sustained to an employee's vehicle by a participant while being utilized in the performance of his/her duties shall be compensated by the Employer upon receipt of the repair bill.

The reimbursement shall be minus applicable comprehensive coverage. Such compensation shall be reimbursed within five (5) working days of receipt of the bill.

ARTICLE 22 – SPECIAL AND OTHER LEAVES

22.01 Bereavement Leave

- a) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a member of his/her immediate family. Immediate family is defined as: the employee's spouse, common-law spouse, same sex spouse, child and/or step child.
- b) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay of benefits, in the case of death of a parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild. Such leave shall also be extended for any other relative permanently residing with the employee.
- c) In the case of death of a member of the immediate family as defined herein, where the funeral is held outside the Province, the affected employee shall be granted a maximum of five (5) consecutive calendar days leave of absence without loss of pay and benefits.
- d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.

22.02 General Leave

The Employer may grant leave of absence without pay to employees in accordance with the provisions below:

- a) The request must be in writing and must be submitted a minimum of four (4) weeks in advance of the date of commencement.
- b) The reasons given must be deemed to be good and sufficient and the application must be approved in writing by the Executive Director.
- c) A replacement must be available for the dates requested. If a replacement is not available and the application is otherwise approved, the applicant may be requested to alter the dates to a more convenient period. However, in cases where the reasons for the request make it impossible to alter the dates, every effort will be made to arrange the leave as requested.

Employees on leave of absence for one (1) month or less shall have all group insurance and sickness benefits plans continued. Employees on leave of absence exceeding one (1) month may arrange for the contribution of benefit plans by payment of the Employer and employee portion of the premiums for the period of leave in excess of one (1) month.

- d) The employee shall not accrue vacation entitlement during leaves of absence. See Article 24.

22.03 Jury Duty

The employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The employer shall pay such an employee the difference between his/her normal earnings and the payment she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.04 Career Development

- a) Both parties recognize the desirability of improved services to clients and support any attempt by the Employer to provide employees with the opportunity to acquire additional knowledge and skills related to the services of the Society. Any program or training opportunity endorsed by the Employer will be made available to all employees in a fair and equitable manner, and shall be subject to operational requirements.
- b) Where the Employer requires an employee to take a course or seminar, leave required shall be without loss of pay. Any fee, books or materials required, shall be paid by the Employer.
- c) For employee initiated courses, financial assistance will be given for courses approved by the society prior to registration at fifty percent (50%) of tuition and registration fees upon successful completion of the course.

22.05 Special Leave

Employees shall be allowed a leave of absence, with pay, and without loss of seniority, with benefits for the following reasons:

REASON	LEAVE OF ABSENCE
Employee's marriage	Three working days at the discretion of the employee
Marriage of employee's child/brother/sister	Day of the wedding
Adoption of employee's child	Up to three (3) days
Moving employee's Household	Maximum 1 day per year
Serious household or domestic emergency	One day per year

Formal hearing to become
Canadian citizen

One day

22.06 Leave of Absence for Full-time Union or Public Duties

- a) Upon written request, one (1) month in advance, the Employer shall grant leave of absence without pay up to six (6) months in duration, so that employees may be candidates in a federal, provincial or municipal election.
- b) An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority to serve his term of office.
- c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his term of office.

22.07 Union Leave

The employer recognizes that union officers will from time to time desire absence from work to attend union conferences, conventions, workshops, or local union business. Subject to operational requirements, the employer agrees to grant leaves of absence without pay, for attendance at such activity. Request(s) for leave under this clause must be made on the employee's behalf by the local union, in writing.

An employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence upon receipt of appropriate billing.

22.08 Time Off for Election

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, without loss of pay.

22.09 Time off for Examinations

During any calendar year, leave of absence with pay shall be granted to regular employees for the actual time required (to a maximum of eight (8) hours) to write examinations to improve their qualifications specific to their service with the Employer, which received the prior approval of the Employer.

ARTICLE 23 - SICK LEAVE

23.01 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-half (1/2) days for every month an employee is employed following the completion of the appropriate probationary period.

23.02 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of eighteen (18) days.

23.03 Ineligible for Sick Leave

An employee is not eligible for sick leave, with pay, for any period during which she/he is on leave of absence, under suspension, on strike, on layoff, or locked out.

23.04 Notification

An employee who is absent is required to notify her supervisor within a period of at least one (1) hour before starting time, and will advise of the expected date of return.

23.05 Extension of Sick Leave

An employee who has exhausted her/his sick leave credits shall be allowed an extension of sick leave without pay to a maximum of ten (10) days.

In cases of serious illness or injury and resulting in extended absence, the Society does not want to create undue added hardship or concern to its employees. Therefore, in such cases, the employee's complete record of absenteeism due to illness will be taken into consideration in determining the appropriate leave without pay allowance.

23.06 Medical Confirmation

An employee may be required to produce a certificate from a medical practitioner for an absence due to illness or injury in excess of three (3) days. Such certificate to be requested during the period of absence.

23.07 Sick Leave Records

Immediately after the close of each calendar year, the employer shall advise each employee in writing of the amount of sick leave accrued to her/his credit.

ARTICLE 24 – MATERNITY LEAVE**24.01 Maternity and Adoption Leave**

Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

- (a) Maternity and Parental Leave
 - i) The employee will be granted leave of absence for a period of not more than thirty (30) weeks.
 - ii) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery.
 - iii) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
 - iv) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the

leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- v) Maternity leave may be extended for up to an additional six (6) months for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.

(b) Child Care Leave

- i) Upon application, an employee shall be granted leave of absence for up to thirty (30) weeks following the adoption of a child. The employee shall have to furnish, to the Employer, proof of adoption.
- ii) Upon application, male employees shall be granted leave of absence for child care responsibilities as follows:
 - 1) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 24.01; or
 - 2) on the day the child is born; or
 - 3) on the day the child comes into his actual care and custody.

(c) Leave Without Pay

All leave taken under Article 24.01 is leave without pay.

(d) Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by one or two employees under Article 24 in respect of the birth or adoption of any one child shall not exceed thirty (30) weeks except as provided under Article 24.01 (a)(v).

(e) Return from Leave

On return from leave, an employee shall be placed in his former position or in a position of equal rank and basic pay.

(f) Benefit Plan

If an employee maintains coverage for benefits while on maternity, parental or child Care leave, the Employer agrees to pay the Employer's share of these premiums for a maximum of thirty (30) weeks. If an employee fails to return to work, the Employer will recover monies paid under this section.

(g) Seniority Rights on Reinstatement

An employee who returns to work after the expiration of Maternity, Parental or Child Care leave shall retain the seniority he had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the approved leave.

The employee shall be deemed to have resigned on the date upon which his leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if he does not return to work after having applied for employment.

(h) Sick Leave Credits

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

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 Eligibility

Full-time and part-time regular employees who work a minimum fifteen (15) regularly scheduled hours each week shall be required to enroll on the first day of the month following the successful completion of the probationary period or after three (3) months of continuous employment, whichever is shorter.

25.02 Medical Services Plan (MSP)

The employer shall provide basic medical coverage for eligible employees. The employer shall pay fifty percent (50%) of monthly premiums, increasing to one-hundred percent (100%) after twelve (12) months of service.

25.03 Extended Health Care

The employer shall provide an extended health care plan for eligible employees and their eligible dependents. The employer shall pay one hundred percent (100%) of the monthly premiums. This plan includes vision care as defined by the carrier.

25.04 Dental Plan

The employer shall pay fifty-five percent (55%) of the monthly premiums. The plan provides:

Part A - Basic Services - 100%

Part B - Major Reconstruction Services - 60%

Part C - Orthodontics - 50%, lifetime maximum of \$1,750 per person

25.05 Group Life

The plan shall provide for a death benefit of fifty thousand dollars (\$50,000) per employee. The employer shall pay one hundred percent (100%) of the monthly premiums.

25.06 Accidental Death & Dismemberment

The employer shall pay one hundred percent (100%) of the monthly premiums.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Cooperation on Safety

The Union and the Employer will cooperate in promoting and improving rules and practices intended to enhance employee health and safety in the workplace.

26.02 Union/Employer Health and Safety Committee

A Health & Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings at least once per month, and more frequently if requested by the Union or by the Employer, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies sent to the Employer and the Union.

26.03 Vehicle Maintenance and Safety

- a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition and/or equipped with the safety appliances or valid testing sticker if prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such unsafe equipment.
- b) Each driver will at all times, while driving Employer vehicles, comply with all and any traffic regulations, and will, to the best of his ability, be courteous to other users of the road. Further, each driver shall be responsible for reporting any defects of his vehicle or truck or equipment to whichever person the Employer designates as the person responsible for maintenance of vehicles, etc.
- c) Any accident involving an Employer vehicle must be reported to the Employer.

26.04 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be without loss of pay.

26.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the Safety Committee, is unsafe.

26.06 Proper Training

No employee shall be required to work with any hazardous equipment until he has received proper training and instruction.

26.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of a work accident shall be at the expense of the Employer.

26.08 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each location of the Employer. Such kit shall meet WCB Standards for the work site.

26.09 Video Display Terminals

The Employer agrees to make appropriate ergonomic adjustments for employees who express health or comfort related concerns about continuous work performed in front of video display terminals.

26.10 Immunizations and/or Protective Clothing

Immunizations and/or protective clothing will be provided by the Society for those employees working in situations where such protection is required for their health and safety.

ARTICLE 27 – VIOLENCE

See Memorandum of Understanding.

ARTICLE 28 - JOB DESCRIPTION/CHANGES IN CLASSIFICATIONS**28.01 Job Descriptions**

The employer agrees to draw up job descriptions for all positions and classifications for which the union is bargaining agent. These descriptions shall be presented to the union and shall become the recognized job descriptions unless the union presents written objections within thirty (30) days.

28.02 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES**29.01 Notification**

The Employer agrees to notify the Union as soon as possible and, in any event, a minimum of one month in advance of the introduction of technological or method changes other than a reduction in the services provided which will result in the elimination of any present job classifications.

29.02 Separation Allowance

Employees whose categories are eliminated by technological change or method changes whose seniority does not enable them to continue as employees shall receive a separation allowance equal to one weeks' pay for each year of service up to a maximum of eight (8) weeks for employees with two (2) years or more service.

ARTICLE 30 - GENERAL CONDITIONS**30.01 Accommodation**

Accommodations in Society owned facilities shall be maintained for employees for the purpose of their having their meals and a secure place for storing and changing their clothes.

30.02 Bulletin Boards

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

30.03 Indemnity

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

- (a) exempt and save harmless employees from any liability arising from the proper performance of his duties for the Employer; and
- (b) assume associated costs, legal fees and other related expenses arising directly from said liability action.

30.04 Union Label

Appropriate locations and uses of the union label shall be by agreement of the parties. The recognized union label shall include the designation "CUPE".

30.05 New Employees Being Oriented to Work

New employees who are being oriented to work will be paid at the regular hourly rate of pay.

30.06 Personal Property Replacement

Where an employee's personal property, utilized in the performance of his/her duties, is damaged by a client while the employee is carrying out his/her duties and the damage is not covered by Workers Compensation, or insurance the Employer shall reimburse the employee for the necessary repairs or replacement provided the employees personal property is suitable for use while on duty.

30.07 First Aid Requirements

Where the First Aid Regulations pursuant to the Workers' Compensation Act or the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of renewing the Standard First Aid Certificate, C.P.R., shall be borne by the Employer, and leave to take the necessary courses shall be granted without loss of pay.

30.08 Client Confidentiality

Any information about clients of the Society which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employees is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material relating to the client shall be retained exclusively in client files set up and maintained by the Employer.

30.09 Nature of the Organization

The union recognizes that the employer is a non-profit volunteer organization which must rely on the participation of volunteers in its activities in order to properly and successfully accomplish its objectives.

The union agrees that this agreement shall in no way interfere with or impede the continued use of volunteers.

The employer agrees that the use of a volunteer shall not result in the layoff of a member of the bargaining unit.

30.10 Statute changes, Mergers & Amalgamation

All provisions of this Agreement are subject to applicable laws now or hereafter in effect.

If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any provision of this agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence, and either party, upon notice to the other, may re-open this present agreement for negotiation to amend the affected clauses.

ARTICLE 31 - TERM OF AGREEMENT**31.01 Duration**

This agreement shall be binding and remain in effect until midnight April 1, 1998, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within one hundred and twenty (120) calendar days to termination.

31.02 Amendments to Agreement

Any amendments necessary to this agreement may be made by mutual agreement at any time during the existence of this Agreement.

31.03 Notice of Change

Either party desiring to propose changes to the agreement shall, within the one hundred and twenty (120) calendar days prior to the termination date, given notice in writing to the other party. Upon receipt of such notice by one party, negotiations for a new agreement shall commence pursuant to Article 9 of the Agreement.

31.04 Agreement to Continue in Force

Where notice to review the agreement is given, the provisions of this agreement shall continue in force until a strike or lockout occurs.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS

ON THIS _____ DAY OF _____, 1998

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

WAGE SCHEDULE**Community Ventures Society**

Classification Group	Apr 1/96	Jul 1/96	Nov 30/97	Apr 1/98
Supervisor				
Supervisor I:	\$ -	\$ -	\$ -	\$ -
Supervisor II:	15.80	15.96	16.10	16.30
Supervisor III:	16.35	16.51	16.65	16.85
Assistant Supervisor				
Assistant Supervisor I:	\$ 14.33	\$ 14.54	\$ 14.68	\$ 14.88
Assistant Supervisor II:	14.51	14.73	14.87	15.07
Assistant Supervisor III:	14.71	14.93	15.07	15.27
Team Leader				
Team Leader I:	\$ 13.65	\$ 13.85	\$ 13.99	\$ 14.19
Team Leader II:	13.80	14.01	14.15	14.35
Team Leader III:	13.97	14.18	14.32	14.52
Community Support Worker				
Community Support Worker I:	\$ 13.07	\$ 13.17	\$ 13.31	\$ 14.17
Community Support Worker II:	13.22	13.32	13.46	14.32
Community Support Worker III:	13.40	13.50	13.64	14.45
Head Residential Worker				
Head Residential Worker I:	\$ 14.33	\$ 14.54	\$ 14.68	\$ 14.88
Head Residential Worker II:	14.51	14.73	14.87	15.07
Head Residential Worker III:	14.71	14.93	15.07	15.27
Sleeping Night Staff:	7.45	7.56	7.70	7.90
Relief Support:	12.28	12.46	12.60	13.46
RSW (24 hour shift):	7.72	7.84	7.98	8.18

MEMORANDUM OF UNDERSTANDING

Workplace Violence / Aggression Prevention Program

It is acknowledged by the parties this is an area of serious mutual concern.

The parties agree to establish a joint committee to review procedures to deal with aggressive conduct.

Such meetings shall commence within one (1) month of ratification of this agreement, and be scheduled in a manner that will enable development and implementation of procedures within three (3) months of commencement of the process. The parties agree to utilize the following document as an interim measure only. This document will remain in effect from the date of ratification until its replacement with a mutually agreeable program.

The Employer will continue to use existing procedures and protocols until the above process is concluded.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

LETTER OF INTENT

between

COMMUNITY VENTURES SOCIETY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999

RE: Article 3 – Union Recognition

Clause 3.01 - Bargaining Unit

It is hereby agreed, for the purpose of Clause 3.01, the following positions are excluded from the bargaining unit:

Executive Director

Administrative Assistant

Bookkeeper

Family Respite Program employees one (1) year exemption without prejudice. (See letter dated March 18, 1992).

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

LETTER OF UNDERSTANDING

between

COMMUNITY VENTURES SOCIETY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999

It is hereby agreed to create three (3) new positions to be included in the bargaining unit:

- 1. Head Residential Worker
- 2. Evening Residential Worker
- 3. Weekend Support Worker

The terms and conditions of employment are those laid out in the job postings of December 22, 1992 and the existing Collective Agreement.

These new positions will be reviewed after ninety (90) days and subject to change upon agreement between the parties as per Clause 28.01 and 28.02 of the Collective Agreement.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

LETTER OF UNDERSTANDING

between

COMMUNITY VENTURES SOCIETY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999

Re: RRSP

The Employer shall arrange for an employee contribution RRSP plan with a single financial institution.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

LETTER OF UNDERSTANDING

between

COMMUNITY VENTURES SOCIETY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999

Re: Relief Employment

- 1. The parties agree that relief employees shall accumulate seniority by hours worked.**
- 2. The employer shall establish a separate seniority list for relief employees, and post such list on January 1 (one), April 1 (one) and September 1 (one). For each year.**
- 3. Seniority accumulated by relief employees will be used for the purposes of promotion and assignment of relief hours.**
- 4. Once relief employees are assigned a regular position their seniority shall become their date of hire.**

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____