

COLLECTIVE AGREEMENT

between

KELOWNA AND DISTRICT SOCIETY FOR COMMUNITY LIVING

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3999

Effective from April 1, 1996 to April 1, 1998

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ARTICLE 1 - PREAMBLE

1.01 Purpose

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 – DEFINITIONS OF EMPLOYEES**4.01 Regular Full-Time**

An employee who works a regularly scheduled full-time shift.

4.02 Regular Part-Time

An employee who works a regularly scheduled shift less than full time hours.

4.03 Temporary

An employee, who replaces a regular employee for a specific term or an employee who is hired for a specific term.

4.04 Relief

a) Definition

"Relief Staff" shall be any person who is hired to relieve the regular full-time or part-time staff on their day's off and when absent from duty due to, for example, sickness, statutory holidays, annual vacation or leave of absence without pay.

- b) Relief Employee
 - (i) A Relief Employee shall be on probation until he/she has been in that position for a minimum of six (6) months, and he/she has work a minimum of 420 hours.
 - (ii) After successful completion of the probationary period the Relief Employee's seniority date will be determined by back-dating from the date of the successful completion of the 420 worked hours by dividing 420 hours by an average working day of seven (7) hours. An employee working "relief" hours prior to achieving a posted permanent position would have his/her total relief hours equated to regular (7) hour working days, with his/her seniority, date worked back after the completion date.
 - (iii) Successful completion of probation will result in the Relief Employee achieving:
 - 1) a recognized seniority date;
 - 2) the right to bid on/apply for permanent positions; and
 - 3) the right to benefits not specifically excluded in the Agreement.
- c) Provisions to Apply
The provisions of this Agreement including wage rates, union dues and deductions and access to grievance procedures shall apply to persons hired as Relief Staff.
- d) Holiday pay for a statutory or public holiday shall be paid only to Relief Employees (20.02(b) who have been employed a minimum of 105 hours in the preceding thirty (30) calendar days. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.
- e) Vacation Pay
Relief employees shall receive six percent (6%) of gross wages as vacation pay which shall be included on each normal pay cheque.
- f) Relief Call In
Relief staff will be called in to work on the basis of seniority within Vocational, Supported Services, and Residential Divisions with the most senior employee being called on each occasion until he/she has reached 35 hours per week, after which the next most senior employee, and so on, will be asked. In the event the most senior employee is not available, the Employer will contact the next most senior employee and so on, if required.

4.05 Grant Worker

- a) The Union agrees to sign the required Provincial/Federal Incentive Grant application forms when the Employer makes application subject to an agreement on the rates of pay.
- b) The parties, agree that the rates of pay and benefits are to be negotiated between the Employer and the Union.
- c) All summer Grant Workers shall be excluded from any health and welfare package.

- d) All Grant Workers and Summer Students shall not gain seniority or, be entitled to recall from layoff unless they have been employed for a period of four (4) consecutive months or longer. Such employees retained beyond four (4) consecutive months in any one (1) year will have their seniority back-dated to their original date of hiring.

These provisions may be extended by mutual agreement between the parties.

- e) Grant Workers who have been transferred to a regular position shall be on probation in that position as though a new employee as provided in Article 14.07. After completion of such probation period his seniority shall be back-dated to their original date of continuous employment under the Grant.
- f) All other terms of this Collective Agreement shall apply to Grant Workers and Summer Students.

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 REQUIREMENTS

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.

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

Up to three (3) 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.

10.06 Independent Persons

The Employer shall have the right in dealing with the Union to be assisted by such independent persons as it deems necessary.

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 Recognition of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards. The steward may assist an employee which the steward represents, in preparation and presenting his/her grievance in accordance with the Grievance Procedure.

11.03 Grievance Procedure

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

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, 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 3

Failing a satisfactory settlement being reached at Step 2, the Union may refer the dispute to arbitration within ten (10) working days or receipt of the Executive Director's decision.

- b) The Union shall retain the right to involve the CUPE Field Representative or any resource person at any or all steps in the grievance procedure.
- c) The Employer shall retain the right to involve resource persons at any or all steps in the grievance procedure.

11.04 Policy Greivance

- a) Where a dispute involving a question of general application or interpretaion occurs, or where a group of employees or the Union has a grievance, the grievance may be initiated at Step 2.
- b) In pursuit of resolution for problems arising under the terms of this Agreement, it is agreed and understood that these problems and all grievances may be discussed and processed between the appropriate parties involved during working hours. This shall include the use of telephones not including long distance charges where necessary.

11.05 Failure to Act Within Time Limts

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 process a grievance to the next step of 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 Grievances on Safety

An employee, or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 2 of the grievance procedure. Until the grievance has been disposed of at Step 2 of Article 11.03, the employee or employees concerned shall have the right to refuse work under the alleged unsafe conditions.

11.07 Replies in Writing

Replies to written grievances, stating reasons, shall be in writing at all stages.

11.08 Employee May Discuss His Own Problem

Nothing in this Article shall be interpreted as preventing an employee from discussing his own problem with his immediate supervisor.

11.09 Employer Grievance

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, through one or more of its Officers or the Grievance Committee, shall meet with the Executive Director or person holding an equivalent position, or his authorized representative, with a view to bring about a settlement. If a satisfactory settlement is not reached within seven (7) days after the Employer, submitted the grievance in writing to the Union, the Employer may refer the grievance to a Board of Arbitration as set out in Article 12.

11.10 Facilities

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

11.11 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.

11.12 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 in 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 Personnel File

- a) Upon receipt of a written request the Employer agrees to give an employee access to view, and if necessary to photocopy, his/her personnel file.
- b) The employee shall have the right to respond in writing to any document contained therein and such reply shall become part of the permanent record.

ARTICLE 14 - SENIORITY**14.01 Seniority Defined**

Seniority shall be measured by length of service in the employ of the Employer and shall operate on a bargaining unit wide basis.

14.02 Seniority List

The Employer shall prepare a seniority list, to be posted on the bulletin boards on or before the 1st day of April each year, showing the seniority standing of each employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union.

14.03 Loss of Seniority

- (a) Except as provided in subsection (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- (b) An employee shall lose his seniority in the event:
 - i) he is discharged for just cause;
 - ii) he resigns;
 - iii) he is absent from work in excess of five (5), working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) he fails; to return to work following a layoff, within five (5) working days unless unable to do so because of sickness, or other cause acceptable to the Employer;

- (v) he is laid off for a period longer than one (1) year.
- (c) When an employee loses his seniority his right to continued employment and/or re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

14.04 Probation

A newly hired employee shall be on probation until he/she has worked for 420 hours. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Statutory holidays shall be deemed as hours worked.

14.05 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.

14.06 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.

14.07 Probation Appraisal

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

ARTICLE 15 - PROMOTION 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

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

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 Transfers

The Employer shall have the right to initiate transfers between and/or within the Vocational & Supported Employment Division, provided up to one calendar month's notice is given to the affected employee(s). It is further agreed that transfers; to or from Residential Services shall be made upon mutual agreement

between the Employer and employee(s) concerned and up to one calendar month's notice, will be given in such cases.

15.10 Consideration of Absent Employees

If any employee indicates to his superior, in writing, prior to going on vacation or leave of absence, his intent to apply for an anticipated job posting, he would be considered for such opening.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Layoff Notice

The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provision of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

16.02 Layoff Procedure

In the event of a layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are, qualified and willing to do the work of employees laid off.

16.03 Recall Procedure

- a) When work becomes available employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available.
- b) Those employees who are recalled from layoff shall return to their former classification, prior to layoff, consistent with their seniority, prior to any job posting.
- c) Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

16.04 Emergent Work

When emergent or short term work of less than five (5) days occurs, the Employer may recall employees out of order of seniority and the provision of Article 16.03 shall not apply.

16.05 Current Information

It shall be the responsibility of a laid off employee to keep the Employer informed of his current address and telephone number at which he may be contacted.

16.06 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

- (a) Normal Work Schedule for Non-Residence Employees

- i) The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m.

The normal work week shall consist of five (5) such days, Monday to Friday inclusive.
 - ii) The Employer may schedule a one and one-quarter (1 ¼) hour meeting after client program hours each week at regular rates of pay.
- (b) Normal Work Schedules for Residence Employees
- i) The normal work schedule for residence employees shall be as listed in Schedule "B" to this Agreement.
 - ii) Regular part-time staff shall be utilized where full-time staff cannot, provide programming or shift coverage, provided that such usage does not incur overtime.
 - iii) All regularly scheduled work shall be paid at straight time rates and employees will be paid for actual hours worked within the pay period.

17.02 Lunch and Rest Periods

Lunch and two (2) coffee breaks will be supervised (in alternate weeks) by half the vocational programme staff alternating week by week.

The lunch and two (2) coffee breaks per day in the non-supervised week to be paid for.

17.03 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.

17.04 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

- (a) All time worked outside the scheduled hours constituting an employee's normal work day or his normal work week shall be considered overtime and shall be paid for as follows:
 - i) On an employee's normal work day, time and one-half for the first three (3) hours and double time thereafter.
 - ii) On an employee's days of rest, double time.

18.03 Authorized Overtime

All overtime must be authorized by Management, otherwise an employee shall not receive overtime pay for any overtime worked.

18.04 Overtime Rest Period

An employee who is required to remain at work following the end of his normal work day shall be entitled to a paid fifteen (15) minute rest period after he has completed two (2) hours overtime work, provided such overtime is to extend for a period of time in excess of the two (2) hours.

18.05 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.

18.06 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.

18.07 No Lay-off to Compensate for Overtime

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

18.08 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 Vocational and Administrative Departments

The Employer will observe the following as paid statutory holidays:

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

If either the Federal or Provincial government 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 Residence Employees

- (a) Residence employees shall be entitled to the same paid statutory holidays as listed in Article 19.01.
- (c) For employees working extended hours, "regular basic rate" shall be defined as regular straight time rate times normal scheduled hours as contained in Schedule "B".
- (d) Notwithstanding the above residence employees scheduled to work on Christmas Day, New Year's Day and Good Friday shall be paid at overtime rates as specified in Article 18.02 for all hours actually worked on the holiday.

19.05 Observance on Another Day

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 19.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

19.06 Payment for Statutory Holidays

Subject to the provisions of Article 19.08, employees to whom Article 19.03 does not apply shall receive holiday pay at their regular rate of pay for each of the statutory or public holidays mentioned in Article 19.01.

19.07 Work on a Statutory Holiday

If an employee is required to work on a statutory or public holiday he shall, in addition to his holiday pay, be paid at double his regular or equivalent hourly rate for all hours worked by him.

19.08 Continuous Employment

No employee, shall receive holiday pay for a statutory or public holiday unless he has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

19.09 Part-time Employees

Part-time employees shall receive pro-rated statutory holiday entitlement.

ARTICLE 20 – ANNUAL VACATIONS

20.01 Vacation Entitlement

An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

Less than one year	1 ¼ working days for each month
One year and less than five years	15 working days
Five years to nine years	20 working days
More than nine years	25 working days

Employees shall receive their regular rate of pay at the time of taking vacation.

The cut-off date for purposes of calculating vacation entitlement shall be May 31st.

20.02 Preference in Vacations

July and August are preferred vacation months for employees with school children. Preference, therefore, will as much as possible, be given on the basis of seniority to these employees for vacation time during these months. In all other vacation selection, seniority will apply.

20.03 Statutory Holiday During Annual Vacation

Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

20.04 Part-Time Employees

Part-time employees shall receive pro-rated vacation entitlement.

20.05 Minimum Vacation

Upon request, an employee with less than three (3) weeks of earned vacation pay may be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks vacation.

20.06 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.

20.07 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.

20.08 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.

20.09 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 AND ALLOWANCES**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 Shift Differential

A shift differential of \$0.37 per hour shall be paid where the majority of an employee's shift falls between the hours of 1700 hours and 0800 hours and for Saturday and Sunday shifts.

21.04 Transportation Allowance

An employee, who uses his/heir own car to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty cents (\$0.30) per kilometre.

21.05 Business Insurance

The Employer will reimburse employees for the difference in cost between business and to and from work auto insurance if the employee is required to use his own car on Employer's business sufficiently to require such coverage.

21.06 Damage to Vehicle

Damage caused by clients of the Society to the vehicle of an employee shall be repaired at the expense, of the Society.

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, 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 or 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.
- e) One (1) day shall be granted without loss of salary or wages to attend a funeral as pallbearer, provided such employee has the approval of his Supervisor.

22.02 Leave of Absence Without Pay

- a) The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.
- b) Reasons for denials of unpaid leaves of absence shall be given in writing to the employee, with a copy to the Union steward.

22.03 Jury Duty or Court Witness

The Employer shall pay to an employee who is required to serve as a juror or court witness in the Province of British Columbia the difference between his normal earnings and the payment he received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him.

22.04 Benefits While on Unpaid Leave

Employees who accumulate more than thirty (30) days of unpaid leave of absence in a calendar year shall not accumulate further vacations or benefits from the 31st day of unpaid leave to the last day of the unpaid leave. Maternity leave and leave for union business granted pursuant to clause 22.06 shall not be counted as part of the 30 days stipulated in this Article.

22.05 Illness in the Family

- (a) Where no one other than the employee can provide for the needs during illness of an immediate member of his/her family (as defined in Article 22.01), an employee shall be entitled, after notifying his/her supervisor, to use a maximum of two (2) accumulated sick leave days per illness for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

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 Sick Leave Entitlement**

An employee who has acquired seniority shall be entitled to sick leave on the basis of one and one-half (1½) working days for each month of service. Unused sick leave may be accumulated by an employee up to a maximum of one hundred and twenty (120) days.

An employee who is on layoff, or who is on leave of absence without pay, other than under Article 24, shall not be, entitled to sick leave nor shall be accumulate sick leave during such period.

An employee on sick leave entitlement shall be paid at his regular basic rate.

23.02 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.

23.03 Sick Leave During Absence and Layoff

When an employee is given leave of absence with pay, he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

23.04 WCB Benefit Top-Up

- (a) Employees who receive time loss benefits from the WCB, will have those benefits topped-up by the Employer to provide 100% of normal straight time earnings.
- (b) Income tax will be deducted from the top-up and taxable benefits only.
- (c) A deduction 1/3 of a day per working day absent on WCB will be made from the employee's sick leave bank.
- (d) Fringe benefit coverage will be maintained and paid for by the Society until such time as the employee's sick leave bank is exhausted, at which time the employee may make arrangements to continue benefits if he/she pays 100% of the cost.

23.05 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 20 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 enrol 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 one-hundred percent (100%) of monthly premiums.

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 - 50%

Part C - Orthodontics - 50%, lifetime maximum of \$1,500 per person

25.05 Group Life

The plan shall provide for a death benefit of fifty thousand dollars (\$50,000) per eligible 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**ARTICLE 28 – JOB DESCRIPTIONS/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 Classifications

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such a request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from the discussion between the Employer and the Union or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

28.03 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 15. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate, and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

28.04 Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 28.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 28.03, then the difference, if any, shall be deemed to be, abandoned and all rights of recourse to arbitration shall be at an end.

28.05 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES**29.01 Notice of Technological Change**

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

29.02 Disputes

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties of this Collective Agreement.

29.03 Introduction of Change - Arbitration

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute, cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

29.04 Power of Board

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days as the Arbitration Board considers appropriate;
 - iii) that the Employer reinstate any employee displaced by reason of the technological change;

- (iv) that the Employer pay that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable; and
- (v) that the matter be referred to the Labour Relations Board (under Section XXX of the Labour Relations Code of British Columbia).

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 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.

30.06 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are, consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

30.07 Provisions Subject to Applicable Law

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 or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and

obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation with respect to the affected part only.

30.08 Safeguarding Vulnerable People

The parties recognize that there are employees whose assignments bring them in contact with vulnerable people. It is in the public interest that such employees not have a history of behaviour which is incompatible with such assignments. The parties further recognize that an employee's privacy and reputation must be recognized and protected.

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 prior 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 this Agreement shall, within the one hundred and twenty (120) calendar days prior to the termination date provide 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 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.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

SCHEDULE A

Wage Schedule

Kelowna & District Association for Community Living

Classification	Apr 1/96	Jul 1/96	Nov 30/97	Apr 1/98
Accountant:	\$ 14.05	\$ 14.26	\$ 14.40	\$ 14.60
Clerk/Stenographer:	13.55	13.75	13.89	14.55
Support Worker:	13.40	13.50	13.64	14.45
Project Supervisor:	16.06	16.22	16.36	16.56
Residential Supervisor:	16.06	16.22	16.36	16.56
Operations Supervisor:	16.06	16.22	16.36	16.56

employees not at the current wage grid should be red-circled

RESEDENCE: Employee overnight flat rate will be \$56.04 + 3 hours @ \$14.45.

ORIENTATION FLAT RATE:

4 hours orientation - \$30.00

7 hours orientation - \$50.00

PROBATIONARY RATE: \$13.08

GENERAL:

- (1) Wages will be calculated hourly and paid bi-weekly.
- (2) Should the Employer during the term of the Agreement receive or successfully negotiate with the Ministry of Social Services for an increase in its operating budget, a proportion of this increase equal to the proportion wages are to the total operating budget, shall be applied to the wage rates.

The parties agree to meet at an appropriate time to discuss funding received from the Ministry of Social Services with a view to implementing new wage rates as contemplated above.

LETTER OF UNDERSTANDING

between

KELOWNA AND DISTRICT SOCIETY FOR COMMUNITY LIVING

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 _____

SCHEDULE B

RESIDENTIAL SHIFTS

Regular Shifts

RICHTER STREET RESIDENCE

Monday To Friday	0700 to 0900 (1) 1430 to 2130 (1) 1530 to 2130 (1)
Week-ends	0830 to 1920 1100 to 2100
Overnight (4 on, 4 off)	3 hours hourly rate plus o/n flat rate (2)
Monday to Friday	2130 to 0830
Saturday, Sunday	2100 to 0830

LETTER OF UNDERSTANDING

between

KELOWNA AND DISTRICT SOCIETY FOR COMMUNITY LIVING

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999

RE: SUPPORT WORKER - NON-TRADITIONAL HOURS

The Union agrees to meet and discuss hours of work outside the normal hours as specified under Article 17.00 of the collective agreement on a per need basis, with the objective of reaching a mutually agreeable resolution.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____

LETTER OF UNDERSTANDING

between

KELOWNA AND DISTRICT SOCIETY FOR COMMUNITY LIVING

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3999

RE: VOLUNTEER AND PRACTICUM STUDENTS

As discussed during recent negotiations to renew the Collective Agreement between the parties, this Letter will confirm it is not the Society's intent to utilize volunteers or practicum students to replace or displace bargaining unit employees.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED _____