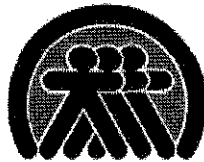


COLLECTIVE AGREEMENT

BETWEEN

**COLUMBIA VALLEY COUNSELLING CENTRE
SOCIETY**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 2087**



November 1, 2010 - October 31, 2013

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DEFINITIONS

Casual Employees

A Casual Employee shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed ninety (90) days worked within a twelve (12) month period.

Employees

As used in this Agreement shall mean all employees employed with Columbia Valley Counselling Centre Society.

Employer

Elected Board of Directors of the Columbia Valley Counselling Centre Society.

Month

Shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) or twenty-nine (29) days of each leap year.

Regular Permanent Full-Time Employees

A Regular Permanent Full-Time Employee is one who works regularly scheduled full-time hours as defined in Schedule B. These employees will accumulate seniority and are entitled to all benefits outlined in this Agreement.

Regular Permanent Part-Time Employees

A Regular Permanent Part-Time Employee is one who works regularly scheduled part-time shifts on a permanent basis with hours as defined in Schedule B. These employees will accumulate seniority and are entitled to all benefits outlined in this Agreement.

Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months, this shall apply to students) in any one (1) year. These employees shall accumulate seniority and other benefits of this Agreement, except Article 11 - Sick Leave and Article 17 - Health and Welfare Benefits.

Week

Shall be five (5) days, Monday to Friday.
A day shall be any one of the days included in the working week.

Year

Shall mean a period of twelve (12) months from one given date to another.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

1.01 The Employer recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the Labour Relations Code as certified by the Labour Relations Council, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the Labour Relations Code.

Section 2 - Union Shop

1.02 All employees of the Columbia Valley Counselling Centre Society, excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the Labour Relations Code, shall become and remain members in good standing of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.

Section 3 - No Discrimination or Sexual Harassment

1.03 (a) Harassment and Discrimination

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, sex, race, creed, political affiliation and membership in union, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment.

(b) Sexual Harassment

All employees have the right to work in an environment free from sexual harassment. For the purpose of this clause, sexual harassment is defined as follows:

- i) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, or
- ii) Implied or expressed promises of reward for complying with a sexually oriented request, or
- iii) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or

- iv) Sexually oriented literature, remarks and behavior which may reasonably be perceived to create a negative psychological and emotional environment for work.

(c) Workplace Harassment

The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence refers to any conduct directed towards a staff member that hurts or causes harm through verbal, physical, sexual or psychological means. Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of his/her employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.

- i. It is further recognized that employees, while in the workplace may be at risk of physical violence or verbal abuse from clients or co-workers.
- ii. If workplace harassment occurs, the Employer and the Union shall meet to determine appropriate responses, in addition the Employer shall:
 - a) Provide non-violent crisis intervention training.
 - b) Make available immediate defusing, critical incident stress debriefing and/or post traumatic counselling to employees who have suffered as a result of workplace violence.

When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation. The Employer will keep the Union informed of ongoing developments for each situation under investigation.

(d) Processing Complaints

When an employee believes he/she is being harassed or bullied the following process will be followed:

- i. Ask the harasser to stop. Tell the person that you are not comfortable with the behaviour and ask that it stop. You may ask a colleague, shop steward or other union representative, or appropriate management representative for advice and assistance. If the harassment ends the matter is considered closed.
- ii. If the complainant is not satisfied with the outcome of the above encounter, the complainant may initiate their complaint through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure the grievance may be presented to another appropriate management representative.
- b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.
- c) An employee who complains of harassment under the provisions of the Human Rights Act of British Columbia must refer the complaint to Management. The complainant will have the option of the assistance/support throughout this process.

Section 4 - No Strikes or Lockouts

- 1.04 (a) The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension of work on the part of any employee or group of employees and that at all times its members shall, under the direction of the Employer, maintain the Assessment and Referral Office during the life of the Agreement, and the Employer agrees that there shall be no lock-out of members of the Union during the life of this Agreement.
- (b) An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked-out employees. Failure to cross such a picket line or to perform the work of striking or locked-out employees when a legal strike or lock out is in effect by a member of this union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

Section 5 - No Other Agreements

- 1.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which conflicts with the terms of this Agreement.

Section 6 - Union Check Off

- 1.06 The Employer agrees to check-off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code.
- 1.07 The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of

the Union not later than the 10th day of the month following the month from which such deductions are made.

1.08 In the case of a new employee, a deduction shall be made proportionate to time worked from his/her cheque in his/her first month of employment. The Employer will, at the time of making such remittances, enclose a list of the employees from whose pay cheque such deductions are made.

1.09 Notwithstanding any provisions contained in this Section, there shall be no financial responsibility on the part of the Employer for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of that employee in the Employer's hands. The Union shall give the Employer thirty (30) calendar days notice of any adjustments to the Union's dues schedule.

Section 7 - Shop Stewards

1.10 The Employer agrees that the Union shall have the right to appoint or elect Union Stewards as required by the Union and the Union agrees that a written list of the names of such officers in the employ of the Columbia Valley Counselling Centre Society shall be forwarded to the Employer.

Section 8 - Bulletin Boards

1.11 The Employer agrees that the Union shall have the right to maintain a bulletin board in a convenient location in the facility under the jurisdiction of the Employer, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

Section 9 - Union Induction

1.12 The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment.

Section 10 - Communications in Writing

1.13 The Employer agrees that any recommendation or matters considered by the Employer relating to rates of pay, promotions, hiring or discharge of employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the undisputed right of the Employer to operate and manage the Columbia Valley Counselling Centre Society in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provision of this Agreement. Such rules and regulations or amendments to be communicated in writing to the Union.
- 2.02 The Employer shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.
- 2.03 The administration of the terms of this Agreement will fall within the jurisdiction of the Employer and the Union.
- 2.04 The selection of management personnel shall be entirely a matter for the discretion of the Employer. (Members of the bargaining unit will be given the opportunity to apply for management positions).

ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION, OTHER CHANGES

- 3.01 Should any displacement of staff be indicated as the result of technological change, the Employer and the Union will meet and discuss the possibility of employing displaced employees in some other capacity thirty (30) days prior to the implementation of such change. Additional training and training periods are to be part of these discussions.
- 3.02 Any employee placed in a lower-rated position as a result of technological change, shall not have his/her wages reduced, but shall continue to receive his/her old rate until such time as the Agreement rate for his/her new position is equal to his/her actual rate of pay.
- 3.03 Following the twelve (12) months lay-off period where the Employer is unable to provide work for a displaced person, severance pay will be paid on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer to a maximum of eight (8) weeks' pay.
- 3.04 Successor Status Upon Merger, Amalgamation, Transfer

In the event Columbia Valley Counselling Centre Society (C.V.C.C.S) merges, amalgamates, or transfers all or part of its services to any other Employer or Board:

- (a) Employees will be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits, and all other benefits will be recognized by the new Employer.
- (c) All work and services presently performed by members of CUPE Local 2087 sub (C.V.C.C.S) will continue to be performed by members of this bargaining unit with the new Employer.
- (d) Conditions of employment and wage rates in effect under the terms of the Collective Agreement in effect at the time of the merger, amalgamation or transfer will continue.
- (e) No employee shall suffer a loss of employment or a reduction of hours of work as a result of such Employer action.
- (f) For the purpose of this clause, in the event that the Employer ceases operation for a period of not less than three (3) years.
- (g) In the event that the Employer ceases operation either for a period of time or on a permanent basis, employees will be given the option of receiving severance pay at one (1) week for each calendar year of service, not to be less than four (4) weeks nor greater than eight (8) weeks.

3.05 Contracting Out

The Employer agrees not to contract out any bargaining unit work which would result in the laying off, or deduction of hours of employees in the bargaining unit.

ARTICLE 4 - DISCUSSION OF DIFFERENCES, GRIEVANCE INVESTIGATION AND MEETINGS

4.01 Should a dispute arise between the Employer and/or the Union and any employee or employees, regarding the interpretation of, or violation of the Agreement, an earnest effort will be made to settle the dispute in the following manner:

4.02 Step 1

The employee or employees concerned in person with a Union Representative shall first seek to settle the dispute with the Employer.

Step 2

Failing a satisfactory settlement within seven (7) working days after the dispute was submitted under Step 1, the employee or employees concerned, with or without a Union representative, may submit the dispute, which shall be stated in writing, to the Employer.

Step 3

Failing a satisfactory settlement within seven (7) working days after a grievance has been submitted under Step 2, the dispute may be submitted to the Employer which shall meet with the Union's representatives within seven (7) working days of being requested to so meet. The representatives of the Union may submit the dispute to the Executive Committee of the Board in writing.

Step 4

Failing a satisfactory settlement within seven (7) working days after the dispute was submitted under Step 3, the Union may, on giving seven (7) working days notice in writing to the Employer of their intention, refer the dispute to an Arbitrator.

(a) The time limits in this step procedure may be extended and/or waived by mutual agreement between the Parties.

4.03 If a dispute is not submitted within sixty (60) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under Step 1.

4.04 The Employer shall have the right to submit in writing any dispute regarding the interpretation of, or violation of this Agreement, to the Executive Board of the Union. Failing a satisfactory settlement within eight (8) days of the submission, the Employer may, upon giving five (5) days notice in writing to the Union of their intention, refer the dispute to an arbitrator instituted in accordance with this Article.

4.05 Variations and/or Time Limits

The procedure for settling disputes as set out in Article 4 and 5 shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Step 1 of Article 4, Section 4.02. The time limitations set out in Article 4 and 5 may be extended by mutual agreement of the Parties.

ARTICLE 5 - ARBITRATION

Section 1

5.01 Selection of Arbitrator

Upon notice that a grievance is being submitted to arbitration an Arbitrator will be mutually agreed upon by both parties.

5.02 Each Party shall pay the expenses of the Arbitrator and all expenses incurred in connection with the presentation and preparation of its own case, but the Parties shall share equally the expenses of the Arbitrator.

5.03 Authority of Arbitrator

The Arbitrator may determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations to it. The Arbitrator shall commence his or her proceedings as soon as possible after the Arbitrator is appointed. He/she shall hear and determine the difference or allegation, and render a decision to the Parties as soon as possible following completion of the arbitration hearings.

5.04 The decision of the Arbitrator shall be final and binding upon the Parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect.

5.05 Witnesses and Evidence Gathering

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 6 - SENIORITY

6.01 Regular Permanent Employees

Seniority credits shall commence on the service date of the employee and seniority shall govern in all cases of promotion, demotions, and new positions but seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Employer shall determine qualifications in a fair and equitable manner.

6.02 The Employer shall maintain separate seniority lists for each department and for each category of employees based on the foregoing.

The lists shall show the date upon which each employee's service commenced and this list shall be updated annually and forwarded to the Union and will be posted on all bulletin boards during the month of January each year.

Seniority lists will be posted within one month after the signing of this agreement. Employees who do not agree with their date must raise the concern with the Employer. If still unresolved it will become subject of a grievance.

6.03 Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and benefits and shall return to his/her former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leave of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

6.04 Loss of/and/or Continuing Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (i) He/she is discharged for just cause and is not reinstated.
- (ii) He/she resigns in writing.
- (iii) He/she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee

recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work if the Employer can find a suitable replacement.

- (iv) He/she is laid off for a period longer than one (1) year.
- (v) He/she is paid severance pay.
- (vi) He/she retires.

6.05 Probationary Period

- a) From the date of hiring, employees shall be on probation for a period of three (3) months or one hundred twenty (120) hours whichever is greater to determine the suitability of the employee. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement. While full-time employees are on probation they will be entitled to full benefits as per the Collective Agreement after three (3) months.

While regular part-time employees are on probation they will receive seventeen (17) percent on every pay cheque in lieu of all benefits.

Benefits include the following: vacation pay, statutory holiday pay, sick leave credits, bereavement, pension plan, BC Medical group life and disability, extended health and dental coverage, EFAP, and parking.

- b) The Employer and the Union will participate in a written monthly progress review with probationary employees and their supervisor during the probationary period.

ARTICLE 7 - RATES OF PAY AND ALLOWANCES

7.01 New Positions

In the event of a new position being created, or there is a significant change in job content, a temporary rate shall be set by the Employer in reasonable relationship to existing rates set forth in Wage Schedules "A" pending negotiations between the Employer and the Union of a mutually agreeable rate. In the event the Employer and the Union are unable to reach agreement on a mutually satisfactory rate, the matter shall be referred to arbitration as provided in Article 5.

7.02 Temporary Assignments/Requirements

When an employee is temporarily required to perform substantially the duties of a higher-rated position, he/she shall receive the rate of pay for the higher rated position for all time worked in that position.

7.03 When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

7.04 Parking

C.V.C.C.S. will provide parking for regular permanent full-time employees.

7.05 Expense Allowance

An employee required by the Employer to work out of town for a function requiring an overnight stay shall be paid a per diem allowance of fifty dollars (\$50.00) per day, exclusive of hotel costs. When the employee is to work out of town for a partial day he/she will receive a ten dollar (\$10.00) allowance for breakfast; fifteen dollar (\$15.00) for lunch; and a twenty five dollar (\$25.00) allowance for supper.

7.06 Travel Allowance

Travel costs will be paid subject to the mode of transportation first having been agreed to by the Employer. There shall be a travel allowance of \$.50 (fifty) per kilometre paid to the employees using their automobile for out of town business related activities.

ARTICLE 8 - STAFF AND STAFFING

Section 1 - Probationary Period

8.01 Regular Permanent Full-Time Employees

From the date of hiring, regular permanent full-time employees shall be on probation for a period of three (3) working months. During this period, regular permanent full-time employees shall be entitled to all rights and benefits of this Agreement unless otherwise specified elsewhere in this Agreement.

8.02 Regular Permanent Part-Time Employees

From the date of hiring, regular permanent part-time employees shall be on probation for a period of three (3) working months or one hundred and twenty (120) hours, whichever is greater. The probationary period may be extended by mutual agreement. During this period, permanent part-time employees shall be entitled to all rights and benefits of this Agreement unless otherwise specified elsewhere in this Agreement.

8.03 On completion of the probationary period, seniority shall be effective from the original date of employment unless otherwise specified in this Agreement.

Section 2 - Vacancies and the Filling of Vacancies

8.04 When a vacancy occurs or a new position is created, either temporarily or permanent, the Employer shall notify the Union in writing and post notices of the position on all bulletin boards for a minimum of seven (7) days so that all members know about the vacancy or new positions. Temporary and Casual employees who have established seniority will be notified by mail at their last known address, of a vacancy.

8.05 Such notice of posting shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner.

8.06 No outside advertising for any vacancy will normally be placed until the applications of present employees have been fully processed.

8.07 On completion of the selection process, the successful applicant shall be placed on trial for a period of three (3) months and will not be eligible to apply for another posting until the completion of the trial period, unless the posted positions pays a higher rate of pay or provides an increase in hours.

- 8.08 Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 8.09 Subject to the provisions of this Article, consideration for promotion will be given to the senior applicant who does not possess the required qualifications or certification, but is preparing for qualifications or certification prior to filling of a vacancy. Such employee will be given a trial period to qualify within four (4) months, unless otherwise mutually agreed, and to revert to his/her former position if the required qualifications or certifications are not met within such time. This clause shall not apply when certificates are mandatory for initial placement in the vacancy.
- 8.10 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment.

Section 3 - Role of Seniority in Promotions and Transfers

8.11 Both Parties recognize:

- (1) the principle of promotion within the service of the Employer, and
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions within the bargaining unit, appointments shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with the provisions set down previously in this Article.

ARTICLE 9 - REDUCTION IN THE WORK FORCE

Section 1 - Role of Seniority in Lay-Offs

- 9.01 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-unit-wide seniority subject to job requirement and department.
- 9.02 In the event that a Regular Permanent Employee is displaced he/she shall be offered an opportunity to bump into jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee and providing that the displacement is not into another department in accordance with Article 6.
- 9.03 The Employer shall notify employees in writing who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.
- 9.04 Regular permanent employees about to be laid off may elect to take severance pay on the basis of one (1) weeks pay for each year of continuous service with the Employer, or elect to go on the recall list for a period of one (1) year from the date of layoff.

Section 2 - Recalls

- 9.05 Employees shall be recalled in the order of their seniority subject to job requirements and no new employees shall be hired until those laid off have been given an opportunity of recall subject to job requirement.
- 9.06 The Employer agrees to pay the Employer's portion of premiums for all employee benefit plans for employees laid off for periods of less than two (2) calendar months. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments where allowable. Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 10 - UNION BUSINESS/TIME OFF/LEAVE OF ABSENCE AND OTHER LEAVES

Section 1 - Union Business/Time-Off

- 10.01 The Employer agrees that time spent in settling disputes by Union Stewards shall be considered as time worked provided that such time shall not exceed the total of twenty-four (24) working hours in any one month.
- 10.02 The Union agrees to forward to the Employer a written list of names of such stewards, a record of time spent by each steward in settling disputes and a list of replacements obtained for stewards who are required to be absent to settle disputes.
- 10.03 A bargaining representative in the employ of Columbia Valley Counselling Centre Society shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration.
- 10.04 The Employer agrees to grant time off, without pay during any working day to officers of the Union in the employ of Columbia Valley Counselling Centre Society for union purposes, provided:
- (a) That such time shall not exceed a total of sixty-four (64) working hours in any one (1) month.
 - (b) That the Employer can find a suitable replacement in an emergency.
 - (c) That the Employer is advised by the Union at least twenty-four (24) hours in advance of any requests for a longer period of time.

Section 2 - Union Leaves of Absence

- 10.05 The Employer agrees that from time to time, requests may come in from employees for time off for union related business. Time off requested shall not be unreasonably refused.

Section 3 - Compassionate Leave

- 10.06 An employee shall be granted three (3) regularly scheduled consecutive work days, without loss of pay and benefits, in the case of death within the province and five (5) days outside the province, of a parent, spouse, common-law spouse, same sex partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild or grandparent-in-law.

An employee shall be granted three (3) regularly scheduled consecutive work days, without loss of pay and benefits in the case of death of a brother-in-law, sister-in-law, step-parent or step-child.

Where the service occurs outside the province, such leave shall also include two (2) days travelling time, without pay.

10.07 Pallbearer Leave

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the Employer.

Section 4 - Jury and/or Court Leave

10.08 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceedings), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the Court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay.

The employee shall not be required to turn over allowances received for travelling and meals.

Section 5 - Family Leave

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

- Employee's marriage - three (3) working days
- Birth of employee's child - One day
- Serious fire or flood in employee's home - Up to three (3) days
- Family Care Leave (Sick Leave Deduction) - When the employee is the only one in the household to care for a sick family member who is domiciled in the house, he/she will be allowed to draw a maximum of three (3) days per year from his/her sick bank to care for sick family members.

10.10 Employees shall retain full employment status and accumulate all benefits of this Agreement while on approved leave.

ARTICLE 11 - SICK LEAVE

11.01 Definition

"Sick Leave" means the period of time an employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident, for which compensation is not payable under the Workers' Compensation Act.

Sick Leave with pay is only payable because of sickness. An employee who is absent from work due to sickness may be required to provide proof of sickness.

11.02 Health & Wellness Credits

From the commencement of employment with the Employer, all Regular Permanent Full-Time Employees shall be granted sick leave credit in the amount of one and one-half (1 1/2) working days for each month worked accumulative to a maximum of one hundred and thirty (130) working days.

Personal Days

If no sick leave days are used in a three (3) month period starting with the beginning of this contract or the beginning of employment, one (1) sick leave day may be taken as a personal day as approved by the employer. These days can be accumulated up to a maximum of ten (10) working days. Personal days will be paid out upon termination of employment.

It is agreed that an absence(s) of less than four (4) hours to attend medical/dental appointments or family emergencies, employees will be allowed to make up their hours instead of using sick leave credits or personal days.

11.03 Sick Leave Records

A record of all accumulated sick leave credits shall be maintained by the Employer and communicated to the Union, on request, and to each employee not later than January 31, indicating the employee's credits as of the previous December 31, and a copy of which shall be forwarded to the Union.

11.04 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work after using up his/her accumulated sick leave credit. The sick leave period shall be granted for one year and subject to review if leave exceeds one (1) year.

11.05 Workers' Compensation

All permanent employees prevented from performing his/her regular work with the Employer on account of an occupational accident, that is recognized by the WorkSafe BC as compensable, within the meaning of the "Compensation Act" shall receive from the Employer a pay cheque equal to the amount of the compensation to be paid by the W.C.B., provided, however, that in each case the Worker's Compensation Act benefit to be made payable to the Employer.

ARTICLE 12 – MATERNITY/PARENTAL LEAVE

12.01 On completion of the probationary period, a regular permanent employee shall qualify for Maternity Leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

a) Pregnancy Leave

1) A pregnant employee who requests leave under this section is entitled to up to 17 (seventeen) consecutive weeks of unpaid leave

i) beginning

- a) no earlier than 11 (eleven) weeks before the expected birth date, and
- b) no later than the actual birth date and

ii) ending

- a) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
- b) no later than seventeen (17) weeks after the actual birth date.

2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of birth or of the termination of pregnancy.

3) An employee is entitled to up to six (6) additional weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 12.01 A) 1) or 2).

4) A request for leave must

- i) be given in writing to the employer,
- ii) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
- iii) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 12.01 A) 3).

5) A request for a shorter period under Article 12.01 A) 1) ii) must

- i) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
- ii) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

b) Parental Leave

- 1) An employee who requests parental leave under this Article is entitled to,
 - i) for a birth mother who takes leave under Article 12.01 A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 12.01 A) unless the employer and employee agree otherwise,
 - ii) for a birth mother who does not take leave under Article 12.01 A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after the event,
 - iii) for the birth father, up to thirty seven (37) consecutive weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 12.01 A).
- 3) A request for leave must
 - i) be given in writing to the employer
 - ii) if the request is for leave under Article 12.01 B) 1) i) ii) or iii), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.
- 4) An employee's combined entitlement to leave under Article 12.01 A) and this section is limited to fifty two (52) weeks plus any additional leave the employee is entitled to under Article 12.01 A) 3) or section 2) of this Article.

- 12.02 A regular permanent employee shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 12.03 A regular permanent employee shall give the Employer at least two (2) weeks notice/advice of her return to work after Maternity Leave of Absence and she shall be returned to her former position. However, if her former position no longer exists, then she shall be subject to the provisions of Article 9.

ARTICLE 13 - HOURS OF WORK, CLASSIFICATION, OVERTIME

Section 1 - Hours of Work

- 13.01 The Employer agrees, in consultation with the Union, to set forth the working schedule of each employee, hereinafter referred to as the "Work Schedule".
- 13.02 The Employer and the Union agree that the regular working week, together with the hours of work, may be varied by mutual agreement between the Employer and the Union as may be required by conditions.

Section 2 - Classifications

- 13.03 The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Union and shall become the recognized job descriptions unless written notice of objection thereto set out in specific detail is given by the Union within sixty (60) days.

Each employee shall be provided with a copy of the agreed to job description for his/her position.

- 13.04 Existing classifications shall not be eliminated or changed without consultation with the Union.
- 13.05 The setting out of a job classification and accompanying wage rate in the wage schedule attached to this Agreement shall not bind the Employer to create or fill such position. It is understood however, that the Union retains the right to grieve the classification or reclassification of any employee or group of employees covered under this agreement.

Section 3 - Overtime

13.06 Overtime Defined

All authorized overtime worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 14.01 and subject to Schedule "B" shall be considered overtime.

- 13.07 For overtime worked, as hereinafter defined, employees covered by this Agreement shall be compensated at the rate of time and one-half (1 1/2) for the first eight (8) hours in any week and double time (2X) thereafter, however, overtime of less than fifteen (15) minutes shall not be compensated.

13.08 Employees required to work more than one and one-half (1 1/2) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Employer, or where meal facilities are not available, a payment of twenty dollars (\$20) in lieu of providing a meal.

13.09 Banked Time

Time worked beyond regular hours may be banked up to twenty-eight (28) hours.

Banked overtime is earned at one and a half (1-1/2) times and paid out at straight time.

Banked time up to fourteen (14) hours may be carried over for each fiscal year ending October 31.

13.10 Time Off in Lieu

An employee will receive time off at the overtime rate at a time selected by the employee at a time mutually accepted by the Employer and employee considering operational policy. This time must be taken within three (3) months.

13.11 Call Outs

An employee called out to work for any reason after having completed a regular day's work, or on a regularly scheduled day of rest, or from a vacation, shall bank this time at the applicable overtime premium specified in this section for a minimum of two (2) hours or for time worked, whichever is greater.

ARTICLE 14 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

14.01 All regular permanent full-time C.U.P.E. employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth or such days as the Employer and the Union may mutually agree shall be taken in lieu of such Statutory Holidays. The Statutory Holidays shall be:

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

or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial government.

14.02 In the event of a Statutory Holiday falling on an employee's regular day off, he/she shall be entitled to a day off with pay at his/her regular rate on a date determined by the Employer and the Union. An employee required to work on such Statutory Holiday or day mutually agreed upon in lieu thereof as aforesaid, shall receive in addition to his/her regular pay for that holiday, double his/her regular rate of pay for the time worked.

Section 2 - Annual Vacations

14.03 All employees who have been in the service of Columbia Valley Counselling Centre Society for one (1) year or more shall be entitled to a vacation with pay based on the following formula:

<u>Years of Service</u>	<u>Entitlement in Weeks</u>
1 - 5	4
6 - 12	5
13 - 18	6
19 or more	7

14.04 If a Statutory Holiday or declared holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for such holiday in addition to his/her regular vacation time.

14.05 An employee's vacation shall, where practicable, be granted at the time requested. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

14.06 Maximum Carry-Over Vacation Days

The maximum number of vacation days that can be carried over from one (1) year to the next is ten (10), unless approved by the Executive Director. Any remaining vacation will be scheduled by the Employer, and the Employer's schedule will be final.

ARTICLE 15 - GENERAL PROVISIONS

15.01 Professional Development

- a) In the event of any employee taking a course of instruction, as required by the Employer, in order that the employee will better qualify to perform his/her job, the Employer will, on the employee's successful completion of the course, reimburse the employee in the full amount of the tuition fee(s).
- b) Maximum of five (5) working days per year to be used for Professional Development. The number of such days may be increased by mutual agreement.

15.02 Plural Shall Apply

For the purpose of clarification, it is understood that whenever the singular is used in this Collective Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

15.03 The Union and the Employer agree that each employee should be aware of the terms, rights and obligations contained in this collective agreement.

- 15.04 (a) An employee shall have the right at any time to have access to and review his/her personnel record, with two (2) days written notice.
- (b) An employee shall have the right to make copies of any material contained in his/her personnel file. The Employer will make copies as requested.
- (c) All written documents in an employee's personnel file of a disciplinary nature shall be removed from the file as per the following:

Verbal notice will no longer be in effect after six (6) months.

Written notice will no longer be in effect after twelve (12) months.

Letters of Suspension will no longer be in effect after eighteen (18) months.

The terms "in effect" will mean that the item will no longer be able to be used as part of the discipline record unless there is a continuance of the offence/action that gave rise to the discipline.

ARTICLE 16 - DISMISSAL AND RESIGNATIONS

- 16.01 Employees who are dismissed for just cause are not entitled to two (2) weeks' notice of termination of employment or two (2) weeks of pay in lieu thereof.
- 16.02 Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given two (2) weeks' notice of termination of employment or two (2) weeks pay in lieu thereof.
- 16.03 An employee voluntarily leaving the service of Columbia Valley Counselling Centre Society shall be required to give the Employer two (2) weeks' notice in writing of termination of employment.
- 16.04 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall forthwith give written particulars of such censure to the Secretary of the Union. The employee may be accompanied by the Shop Steward.
- 16.05 Records that have been listed for over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

17.01 RRSP

Regular permanent full-time employee qualifying employees shall receive seven (7) percent of their gross earnings per month contributed to a RRSP.

17.02 B.C. Medical Plan

The Employer shall pay the actual cost of the monthly premium per regular permanent full-time employee per month, for both married and single employees, covering membership in the B.C. Medical Plan, Extended Health Benefits, Dental Plan, and Group Life Insurance/Accidental Death and Dismemberment Plan provided that any change in the coverage would involve the entire group of employees.

Note: CVCCS benefits are covered under City of Trail Group Plan

17.03 Long Term Disability

Employees will pay the cost of the Long Term Disability Premiums.

17.04 E.F.A.P.

EFAP for regular permanent full-time employees only.

Fees for a Registered Counsellor or equivalent professional (legal fees excluded).

The maximum benefit payable in any fiscal year is \$300.00 per member/family.

All staff usage will be by individual choice, there can be no compulsory/mandatory use required of the staff by the Board of Directors. Therefore, workplace offers of assistance are not tied in any way to disciplinary action.

To ensure confidentiality the following procedures will be in place:

- Board of Directors will be provided with financial summary only. Details of usage will only be disclosed when properly authorized by the individual.
- Each staff member will formulate an ID# which will be used by service provider for invoicing purposes.
- Personnel processing payment will protect the confidentiality of all staff accessing the program by storing documentation in a sealed envelope at

Columbia Valley Counselling Centre Society office and will be the only one having access to same.

17.05 Benefit Restrictions

Permanent Part-Time Employees working less than minimum hours required by the carrier shall receive seventeen percent (17%) in lieu of benefits.

Such benefits include: Vacation Pay, Stat Pay, Sick Leave Credits, Bereavement Leave, Pension Plan, B.C. Medical, Group Life and Disability, Extended Health and Dental coverage, EFAP and Parking.

ARTICLE 18 - TERM OF AGREEMENT

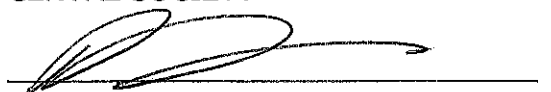
18.01 This Agreement shall remain in effect commencing November 1, 2010 through the period ending October 31, 2013 but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one Party to the other Party not more than four (4) months nor less than two (2) months immediately preceding October 31, 2013. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either Party upon notice in writing not more than four (4) months nor less than two (2) months immediately preceding the expiry of the contract in any one year. Either Party may, within that period of four (4) months immediately preceding the date of expiry of this Agreement by notice, require the other Party to the Agreement to commence collective bargaining.

18.02 The operation of sub-section (2) of Section 66 of the Labour Relations Code is hereby specifically excluded and shall not be applicable to this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 20th day of APRIL, 2012.

SIGNED ON BEHALF OF:

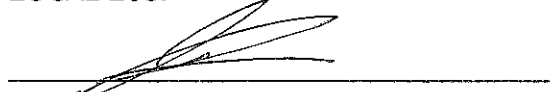
COLUMBIA VALLEY COUNSELLING
CENTRE SOCIETY



Graham Wilson

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



Frances Rhodes
Gloria Manning - Amco

J. Chuet

SCHEDULE "A"

WAGES

	CURRENT	NOVEMBER 1, 2011 2%	NOVEMBER 1, 2012 2%	NOVEMBER 1, 2013 2.25%
Coordinator	\$28.83	\$29.41	\$30.00	\$30.68
Administrative Assistant	\$19.90	\$20.30	\$20.71	\$21.18
Counsellors	\$29.33	\$29.92	\$30.52	\$31.21

Regular permanent full-time employees are entitled to a one (1) hour lunch break, thirty (30) minutes of the one (1) hour lunch break unpaid.

NOTE: A signing bonus in the amount of five hundred (\$500.00) dollars will be paid to employees who were employed in November 2010.

SCHEDULE "B"

HOURS OF WORK

Office Coverage

Regular rate shall be paid for any time worked in the employee's regular work week for office coverage. Overtime will be paid at one and one-half (1 - 1/2) times the regular rate.

Full-Time Coordinator: 32 hours/week 4 days – 8 hours per day
between 8:30 a.m. and 5:30 p.m.

Part-Time Coordinator: 12 hours/week

Permanent Full-Time
Administrative Assistant: 32.50 hours/week 5 days – 6 hours per day
between 8:30 a.m. and 3:00 p.m.

Permanent Part-Time
Counsellors: less than
32 hours/week 7 hours minimum/week

Permanent Full-Time
Counsellors: 32 hours/week 4 days per week – 8 hours per day

JOB DESCRIPTION

CO-ORDINATOR

FUNCTION:

Reporting to the Executive Director, performs clinical and community duties in keeping with the objectives of the Society to provide confidential, professional assistance to active and retired employees, their spouses and dependants, who are trying to resolve and/or prevent personal difficulties.

RESPONSIBILITIES (CLINICAL):

1. Ensures confidentiality of clients is maintained and that the service is operated at high professional standards, reflecting discretion and judgement.
2. Facilitates the assessment of clients and prepares a treatment plan based on the assessment.
3. Monitors programs of other agencies to whom clients are referred.
4. Maintains progress reports on established treatment plans, outcomes and follow-up.
5. Assures appropriate follow-up for clients.

RESPONSIBILITIES (COMMUNITY):

1. Develops and maintains effective working relationships with C.V.C.C.S member organizations, specifically Employers, unions and other employee organizations.
2. Develops and maintains effective working relationships with community agencies and resources.
3. Ensures availability to EFAP committees for supporting awareness activities.
4. Participates in professional development seminars, workshops, and conferences appropriate to the consumer needs of the C.V.C.C.S.

RESPONSIBILITIES (OTHER):

Performs other related duties as assigned.

QUALIFICATIONS:

1. Bachelors (Masters Preferred) degree in social sciences and/or equivalent combination of education and experience.
2. Excellent communication skills, both oral and written.
3. Experience in individual, family and/or group counselling.
4. Ability to work in an interdisciplinary approach.
5. Experience in union/management issues.
6. Holder of a valid driver's licence, with own vehicle.

JOB DESCRIPTION

ADMINISTRATIVE ASSISTANT

FUNCTION:

Reporting to the Executive Director provides secretarial and administrative support to the C.V.C.C.S.

RESPONSIBILITIES:

1. General office reception.
2. Arranges counselling appointments.
3. Provides information in response to inquiries about the C.V.C.C.S.
4. Receives, sorts and distributes incoming correspondence.
5. Types and processes correspondence as requested.
6. Compiles client information using the computer and distributes the monthly statistics.
7. Maintains all office files.
8. Correlates and mails minutes and agenda of regularly scheduled meetings of the Board of Directors to all Board Members.
9. Assists the Executive Director in the preparation of the annual budget.
10. Assists in the preparation of the Annual General Meeting, and submits the Society's Annual Report as required to the Registrar of Companies.
11. Processes payroll on a bi-weekly basis, keeps an accurate record of employees' working hours, vacation time, sick time, and other related records.
12. Processes all cash receipts and records appropriately. Processes all accounts payable. Processes and completes all financial data, and prepares financial statements and submissions for the Board of Directors. Prepares and submits all records for the annual audit.
13. Ensures client files are closed after six months of no contact.

14. Keeps an updated list of books and videos and ensures that materials on loan are returned as required.
15. Other related duties as assigned.

QUALIFICATIONS:

1. Completion of a program in General Office Administration, with a minimum of one year's recent, related experience.
2. Excellent communication skills, both oral and written.
3. Competency in accounting principles and all aspects of accounts receivable and payable, using appropriate computer systems.
4. Keyboarding skills and computer skills, including a minimum typing speed of 50 words per minute.
5. Good interpersonal skills to deal effectively with the public, Employers, and employee organizations.
6. Ability to maintain client records and office filing systems.
7. Good organizational skills and a high degree of initiative.
8. Ability to work with minimal supervision.

JOB DESCRIPTIONS

COUNSELLORS

Nature of the Position:

Reporting to the Executive Director, performs clinical and community duties in keeping with the objectives of the Society to provide confidential, professional assistance to active and retired employees, their spouses and dependants, who are trying to resolve and/or prevent personal difficulties.

Responsibilities (Clinical):

1. Ensure confidentiality of clients is maintained and that the service is operated at high professional standards, reflecting discretion and judgments.
2. a) Facilitates the assessment of clients and prepares a treatment plan and implements the plan based on the assessment.
b) Subsequent to 2 a) may engage in con-joint therapy.
3. Monitors programs of other agencies to which clients are referred.
4. a) Prepare and provide progress reports on established treatment plans, outcomes and follow-up when needed.
b) Maintain clinical recording documenting clinical sessions.
5. Assures appropriate follow-up for clients.
6. The counsellor will committed to updating their knowledge in the theories, principles, concepts and practice of: Clinical assessment, treatment, referral and follow-up workshops, and participates in professional development seminar, workshops and conferences appropriate to the C.V.C.C.S member needs.

Responsibilities (Community):

1. Develops and maintains effective working relationship with C.V.C.C.S member organizations, specifically employers, unions and other employee organizations.
2. Develops and maintains effective working relationships with community agencies and resources.
3. Ensures availability to EFAP communities for supporting awareness activities.
4. Presents workshops appropriate to the member needs of the C.V.C.C.S.

5. Refers to other community agencies as necessitated by the treatment plan.
6. May respond to a community crisis and develop effective strategies as directed by the executive director.

Education:

Bachelors (Masters preferred) degree in social sciences (counselling psychology or related field).

Qualifications/Skills:

1. Excellent communication skills, both oral and written.
2. Experience in individual, family, couples and/or group counselling.
3. Ability to work in an interdisciplinary approach.
4. Experience in union/management issues.
5. Experience in addiction and CISM *(critical incident stress management)
6. Registration with a professional regulating body in the counselling area.
7. Holder of a valid driver's license, with own vehicle.

LETTER OF UNDERSTANDING #1

BETWEEN

COLUMBIA VALLEY COUNSELLING CENTRE SOCIETY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

RE: JANITORIAL WORK – FRANCES RHODES

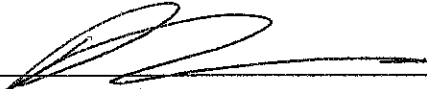
The Parties agree that the full time Administrative Assistant will spend one and one half (1 ½) hours per week performing the janitorial services for the office. The rate of pay will be in accordance with Schedule "A" for the Full-time Administrative Assistant wage

It is agreed by both parties that this Letter of Understanding may be terminated by either party with thirty (30) days notice.

SIGNED ON THIS 20th day of APRIL 2012.

SIGNED ON BEHALF OF:

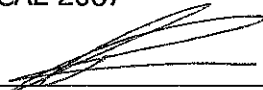
COLUMBIA VALLEY COUNSELLING
CENTRE



Graham Wilson

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



Frances Rhodes
Alonia Manning - Smer
John
