

COLLECTIVE AGREEMENT

BETWEEN

TERRACE WOMEN'S RESOURCE CENTRE SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2012-01

APRIL 1, 2000 TO MARCH 31, 2004

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ARTICLE 1 PREAMBLE

1.01 Purpose of Agreement

It is the purpose of both parties to this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 5) To continue and reinforce the present work methods wherein decisions affecting the Terrace Women's Centre Society are discussed fully and in a timely manner at joint meetings including Society members, employees, volunteers and others who may be interested or affected by the consensus decisions made.

1.02 Purpose of Society

The central purpose of the Terrace Women's Resource Centre Society is to promote social change. Its prime goal is to improve the status of women and to promote equality of all peoples.

1.03 The Centre as a Collective

The Terrace Women's Resource Centre Society and its programs shall be a feminist worker run collective and shall be referred to as the Core Collective. The Core Collective shall, for purposes of administration, oversee all services and projects of the Terrace Women's Resource Centre Society except as otherwise specified in this Agreement, or agreed between the parties.

- 1.04 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 EMPLOYER'S RIGHTS

- 2.01 As a worker run Collective, the Employer has those rights and responsibilities as specified below or as specified elsewhere in this Collective Agreement:

- (a) all financial considerations;
- (b) preparation of the budget;
- (c) spending and program priorities;
- (d) approval of expenditures;

- (e) funding;
- (f) hire, discipline and dismiss;
- (g) layoff and recall.

However, all information shall be open to and shared with the Core Collective. All decisions relating to the above shall be made after discussions with the Core Collective. It is expected that these discussions shall result in a consensus decision.

2.02 Not Discriminatory

The Employer shall exercise its rights in a fair, reasonable and timely manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of her employment, except through just cause.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2012 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases agreed upon by the Core Collective by consensus.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) or advisor(s), upon prior notice, shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.05 Union Officers and Committee Members

Union representatives shall be entitled to leave their work, when necessary, during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Employer. Such permission shall not be unreasonably withheld. All time spent in performing such union duties shall be considered as time worked.

ARTICLE 4 DEFINITIONS

4.01 Employee: - Anyone employed by the Society and covered by this Agreement.

Core Collective or Core: - All employees of the Terrace Women's Resource Centre Society who are responsible for the administration and delivery of programs, projects and services of the Society, with reporting responsibility to the Employer.

Collective: - All Society members, employees and volunteers.

Project Employee: - An employee hired for a specifically funded project where the term and project are defined by the project grant.

Student Employee: - An employee hired under specific government student grants for a limited time as defined by the funding agency.

Spouse: - A person with whom the employee has a marital, common-law heterosexual, or lesbian/gay relationship. This definition shall determine all other familial relationships referred to in this agreement, including, but not restricted to, "child," which shall include the employee's partner's child, and the definition of "in-law," which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.

Dependent: - A person for whom the employee has a financial or familial responsibility.

ARTICLE 5 HUMAN RIGHTS

5.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of her membership or activity in the Union or any other reason.

5.02 Human Rights Act

Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Act or the Employment Standards Act, or any other labour relations legislation, may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

5.03 Personal Rights

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for members of the Society which are not connected with the operation of the Society.

5.04 Personal and Sexual Harassment

(a) The Employer and the Union recognize the right of employees and Employer representatives to be treated fairly in a workplace free of personal and sexual harassment.

(b) Personal harassment by either employees or Employer representatives shall be defined as repeated offensive comments and/or actions which demean and belittle an individual and/or cause personal humiliation.

(c) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

(1) unnecessary touching or patting; (2) suggestive remarks or other verbal abuse; (3) leering at a person's body; (4) compromising invitations; (5) demands for sexual favours; (6) physical assault.

(d) Cases of personal and sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

(e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

(f) The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free workplace.

5.05 Affirmative Action

Nothing in this Agreement shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

ARTICLE 6 UNION MEMBERSHIP REQUIREMENT

- 6.01 Within one (1) week of the signing of this Agreement, all employees of the Society shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws 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.

ARTICLE 7 CHECK-OFF OF UNION DUES

7.01 Check-Off Payments

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

7.02 Deductions

Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than ten (10) days following the pay period for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

7.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 8 EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES

8.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. The Employer agrees to acquaint potential employees with the duties and responsibilities in a worker-run Collective.

8.02 New Employees

- (a) The Employer shall give a copy of the Collective Agreement to all new employees.
- (b) On commencing employment, the Shop Steward shall immediately introduce herself to the new employee. The Steward or Representative of the Union shall be given an opportunity to orient 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 her responsibilities and obligations to the Employer, the Union and the Collective.

ARTICLE 9 CORRESPONDENCE

9.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Secretary of the Board and the Unit Chairperson of the Union, with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer, or its designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Shop Steward of the Union, with a copy to the Recording Secretary of the Union.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Committee

A Labour Management Committee shall be established consisting of a maximum of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved communications and stable work conditions for the employees. The Committee shall concern itself with the promotion of good working relationships and seeking solutions to personnel problems.

10.02 Meetings of Committee

The Committee shall meet at the request of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this Committee.

10.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement, which are covered by other articles 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 the Employer with respect to its discussions and conclusions.

ARTICLE 11 LABOUR MANAGEMENT BARGAINING RELATIONS

11.01 Representatives

The Employer shall not bargain with 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 the Union.

The Union will supply the Employer with the names of its representatives. Likewise, the Employer shall supply the Union with a list of its representatives with whom the Union may be required to transact business.

11.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union, employees of the Society. The Union will advise the Employer of the Union members of the Committee.

11.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

11.04 Meeting of 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. However, such meeting must be held not later than ten (10) calendar days after the written request has been given, unless otherwise mutually agreed.

11.05 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend, when necessary, meetings held within working hours without loss of remuneration.

ARTICLE 12 RESOLUTIONS AND REPORTS OF THE EMPLOYER

12.01 Prior to the Employer adopting policies and/or conditions affecting the working conditions of employees within the bargaining unit, they shall be communicated in writing by the Employer to the employees, with a copy to the Recording Secretary of the Union, in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them.

12.02 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Collective which affect the members of this Union are to be forwarded to the Recording Secretary of the Union and be posted on all bulletin boards within thirty (30) days.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Resolution Mechanism

Where any employee has a concern dealing with the operation of the Society, whether specifically covered by this Agreement or not, the following procedure will be followed, unless deemed inappropriate by the concerned employee:

- (a) The employee shall first discuss the matter with the person or persons directly involved, in an attempt to identify and rectify the concern/problem.
- (b) Where resolution is not forthcoming in (a) above, the employee shall bring the concern/problem to the weekly Operations Meeting, which shall attempt to find a resolution acceptable to all parties.
- (c) Where resolution is not forthcoming in (b) above, the employee may use the grievance procedure as set out.
- (d) Nothing in 13.01 shall require an employee to use this process where the employee prefers to go straight to the grievance procedure.

13.02 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.

13.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward, before the Employer shall be required to recognize her.

13.04 Grievance Committee

The Grievance Committee may be composed of the Shop Steward, Chief Steward of the Union plus the Steward directly involved with the grievance.

13.05 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no Steward shall leave her work without obtaining the permission of the Employer, which permission shall not be unreasonably withheld.

13.06 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

13.07 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to her Steward. If the employee's Steward is absent, she may submit her grievance to the chief Steward and/or another member of the Grievance Committee. At each step of the Grievance Procedure the Grievor shall have the right to be present.

Step 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with a representative of the Employer.

Step 3

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Shop Steward will submit to the Collective a written statement of the particulars of the grievance and the redress sought. The Collective shall render its decision within fourteen (14) calendar days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

13.08 Union may Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

13.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance with the aggrieved employee, without the consent of a Union representative.

13.10 Replies in Writing

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

13.11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

ARTICLE 14 ARBITRATION

14.01 Referral to Arbitration - Pursuant to the B.C. Labour Relations Code

When the Union or the Society requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement. The parties agree to have Norma King or a substitute agreed to by the parties, finally resolve the grievance. The above named person shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference;
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request.

Unless otherwise agreed between the parties, the written recommendations shall be final and binding upon the parties.

14.02 Arbitrator's Procedure

- (a) Subject to Article 14.02(b), in resolving disputes the arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and not be bound by a strict legal interpretation of the issue in dispute.

- (b) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity or an error of procedure if it results in a denial of natural justice. The arbitrator may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.
- (c) The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

14.03 Expenses of the Arbitrator

The Union and the Society shall each pay:

One-half (½) of the fees and expenses of the arbitrator.

14.04 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties.

14.05 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.

The Employer agrees that any oral or written statement based upon opinion rather than fact against any member of the bargaining unit by another member of the bargaining unit shall not be used in grievances, arbitrations or any other matter that could be detrimental to employees or to the Union.

ARTICLE 15 DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 Discipline Procedure

In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed. The employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union. Except as otherwise provided, the employee shall continue her employment with all rights and benefits; alternatively, the Employer may send the employee home with no loss in pay. When an employee is alleged to have initiated a physical assault or is alleged to have violated a position of trust, the

Employer may send the employee home without pay and benefits. The Employer shall process a grievance with the Union Grievance Committee, which shall render a decision within five (5) days. Should the dispute not be resolved by the Grievance Procedure, the Employer may continue the employee's employment, until the arbitrator upholds the employer's request to discipline the employee in the manner outlined in the notice.

15.02 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

15.03 Warning

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

15.04 Crossing of Picket Lines during Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout 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.

15.05 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates or subordinate bodies. Any participation in political action by an employee shall not be as a representative of the Employer unless previously authorized.

15.06 Right to have Steward Present

An employee shall have the right to have her Steward present at any discussion with the Employer which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present at the interview. The Employer shall advise the employee of her right to have a Shop Steward present at the interview.

A Steward or Local Union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with the Employer which might be the basis of disciplinary action.

15.07 Personnel Records

An employee shall have reasonable access to and review her personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to receive a copy of any material contained in her personnel records.

ARTICLE 16 HIRING AND TERMINATION

16.01 Personnel Committee

(a) A Personnel Committee shall be selected with a maximum of two (2) representatives from the Core Collective and two (2) representatives from the Employer. The Committee is not responsible for implementing discipline or discharge of any employee. The Committee is responsible for screening applicants, evaluating and recommending to the Employer, new hires and other staff changes.

(b) The Employer shall approve the recommendations of the Personnel Committee concerning new hires and staff changes unless the Employer has information of which the Personnel Committee was not aware. The Personnel Committee will meet to evaluate the new information and will make a further recommendation which will be approved by the Employer.

16.02 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first ninety (90) calendar days of her employment. During the probation period, the employee shall be entitled to all rights and benefits of this Agreement, unless otherwise specified.

In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate her ability, whether the employee was notified of deficiencies in her performance, and given an opportunity to correct them, and whether the assessment of the employee was fair and reasonable.

16.03 Reasons for Termination

An employee shall not be terminated if she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only be terminated in the event:

- (1) She is discharged for just cause and is not reinstated.
- (2) She resigns in writing and does not withdraw within two (2) days or prior to acceptance in writing by the Employer, whichever is greater.
- (3) She fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination and will not prejudice her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (4) She has been laid off for a period of one (1) year.

ARTICLE 17 JOB POSTINGS

17.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Shop Steward with a copy to the Recording Secretary of the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.

17.02 Information in Postings

The Employer shall ensure that the notice contains the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

17.03 No Outside Advertising

Outside advertising may take place after the posting has been posted internally for one (1) week and there has been no qualified internal applicant.

17.04 Method of Selection

In selecting personnel, preference will be given to qualified applicants on layoff. The Personnel Committee shall recommend to the Employer its choice of an applicant for a job vacancy. The Employer shall approve the recommendation unless as otherwise specified in this Agreement.

17.05 Trial Period

The successful applicant shall be notified as soon as possible following the end of the posting period. She shall be given a trial period of ninety (90) calendar days, during which time she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course which may be more than ninety (90) calendar days. Conditional on satisfactory service, the employee shall be declared permanent after the period of ninety (90) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate. Any other employee affected because of the rearrangement of positions shall also be returned to her former position, wage or salary rate.

17.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the notice of the decision shall be sent to each applicant and a copy posted on all bulletin boards. The Shop Steward with a copy to the Recording Secretary of the Union shall be notified of all staff changes, hirings, layoffs, recalls, resignations, terminations, retirements or deaths.

17.07 Vacancies Requiring Higher Qualifications

If no employee meets the requirements of a vacancy, then serious consideration may be given to the applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within the trial period. If the qualifications are not met within this time, the employee shall revert to her former position.

17.08 Handicapped and Older Worker Provision

On request, the Employer shall make every reasonable attempt to provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness or handicap, an employee is unable to perform her normal duties.

17.09 Training Course

The Employer shall post any Training Courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and material covered)

Time, duration and location of course

Minimum qualifications required for applicant

Whenever feasible, this bulletin shall be posted for a period of two (2) weeks on bulletin boards to afford all interested employees to apply for such training.

ARTICLE 18 LAYOFFS AND RECALLS

18.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work of an employee.

18.02 Method of Layoff and Recall

(a) When the Employer deems it necessary to lay off, they shall convey the objective to the Personnel Committee. The objective shall be limited to financial considerations and program priorities. The Personnel Committee shall recommend to the Employer how to implement the layoff. The recommendation shall be approved by the Employer provided it meets the objective.

The Personnel Committee shall recommend recalls when the Employer deems it necessary to increase, or expand, services or for temporary replacements.

(b) When a person has been employed for a specific project and the funding for the project ceases, the employment ceases. This person shall have the first right of recall to that project or a project of similar nature when one becomes available.

18.03 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

18.04 Advance Notice of Layoff

Where possible, the Employer shall notify employees who are to be laid off twenty (20) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, she shall be paid for the days for which work was not made available.

18.05 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 19 HOURS OF WORK

19.01 Hours of Work

The Core Collective retains overall supervision and control of hours of work subject to the following. Regulations controlling an employee's hours are as follows:

- (a) Total regular work hours for the Women's Centre and Family Place as a whole shall be determined and authorized in advance by the Collective.
- (b) The regular daily hours of work shall be up to seven (7).
- (c) The regular weekly hours of work shall be up to thirty-five (35).
- (d) Employees will not be required to work on Sunday and Statutory Holidays without overtime rates applying.
- (e) Hours of work shall be divided as equitably as possible within the funding constraints.
- (f) The hours of work of an employee may be varied by agreement among the core collective. However, the weekly hours shall not be exceeded without overtime rates applying.
- (g) The regular work week shall be followed by two (2) consecutive days of rest. Sunday shall be designated as one of those days.

19.02 Increase in Hours

Where an increased number of hours becomes available, the distribution of such hours shall be discussed. Current employees shall have the option of being assigned any/all of the available hours, up to full time, provided that the employee is qualified to do the required work.

19.03 Volunteer Hours

It is recognized by both parties that an employee may wish to volunteer further hours of assistance in the promotion of the Women's Centre and Family Place. Under those conditions, such an employee is not under the direction or control of the Employer, or the Collective, insofar as application of the BC Labour Relations Code is concerned, and therefore is not covered under the terms of this Agreement. Nor can the employee's actions while volunteering, be grounds for discipline under this Agreement, unless the actions are criminally negligent towards the Employer.

19.04 Christmas Closure

Employees may be laid off without pay during the Holiday closure of the Terrace Women's Resource Centre and Family Place. The Employer will pay for any Statutory Holidays falling within this period on the last pay cheque before layoff. An employee may utilize her annual vacation time or accumulated overtime during this period.

19.05 School Spring Break Closure

Employees not scheduled to work during the regular work days coinciding with the Spring Break for schools may utilize their annual vacation during this period.

19.06 Attendance at Collective Meetings

When an employee is required to attend a Society, or a Collective meeting, where attendance is required by the Employer, such time shall be considered as time worked, either as flex time or overtime. An employee required to attend a Collective meeting or workshop in the evening shall receive, upon conclusion of the meeting or workshop, an additional payment equivalent to one hour's pay.

19.07 Working Schedule

The hours and days of work of each employee shall be determined by the Core Collective and posted in an appropriate place. No employee may establish her own hours of work.

19.08 Rest Periods

After every two (2) continuous hours of work, including overtime, an employee is entitled to a ten (10) minute paid period of rest.

19.09 Meal Breaks

All employees shall be entitled to a half hour unpaid and half hour paid meal break each day. The half hour paid meal break shall be taken at the work site. An employee may choose to take a one (1) hour unpaid meal break and adjust her hours of work accordingly.

19.10 Daily Reporting Pay Guarantee

An employee reporting for work on her regular daily schedule of work shall be paid her regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

19.11 Summer Schedule

The Employer and the Union recognize that the summer months can be a slow time of the year for an employee working at the Women's Centre and Family Place, therefore, such an employee may be laid off during those months as is operationally feasible. The Personnel Committee shall be responsible to make a recommendation in this regard, each year.

ARTICLE 20 OVERTIME

20.01 Overtime Defined

All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday shall be considered overtime and must be authorized, in writing, by the Employer.

20.02 Compensation for Overtime

Overtime work shall be paid for at the rate of time and one-half the first two (2) hours and double time after two (2) hours in any one day.

20.03 Compensation for Work on Sundays

Work on Sundays shall be paid at double time rates.

20.04 Compensation for Work on Paid Holidays

Work on a paid holiday excluding International Women's Day (IWD) shall be paid for at the rate of double time for work performed, plus another day off without loss of regular pay at a time designated by mutual agreement between the employee and the Collective.

20.05 Payment for or Supply of Meals

An employee required to work more than two (2) hours overtime shall be provided an allowance of an amount equal to one-half (1/2) hour's pay by the Employer. An additional meal allowance will be allowed for each additional three (3) hours of overtime.

20.06 No Layoff to Compensate for Overtime

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

An employee who is absent on approved time off during her scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if she had worked during the regular hours during such absence.

20.07 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.

20.08 Minimum Overtime

Overtime work shall be on a voluntary basis. The Collective shall keep overtime to a minimum. All overtime must be authorized by the Employer.

20.09 Call Back Pay Guarantee

An employee who is called in and required to work outside her regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave. The employee shall be paid from the time she is called to report for duty until the time she arrives back upon proceeding directly from work.

20.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, the Employer may direct that time off be taken at the overtime rate at a time selected by mutual agreement between the employee and the Collective. Banked equivalent time off shall only accumulate to a maximum of ten (10) days. Any additional overtime shall be paid in cash.

20.11 Flex Time

In recognition of the flexibility in hours of work required to accommodate workshops and after hours meetings, employees shall be entitled to flexible hours of work to attend such workshops and meetings.

Use of flex time shall be discussed on a regular basis with the Employer in order to ensure all employees are aware of flex time scheduled.

ARTICLE 21 PAID HOLIDAYS

21.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

First Monday in August - or - One Floating Holiday (employee's choice)

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

The day of the International Women's Day Holiday shall be at the employee's discretion.

The date of the Floating Holiday shall be at the employee's discretion.

To qualify for Labour Day statutory holiday pay, an employee must work a day in the week before or a day in the week after the Holiday.

21.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following shall apply:

<u>Paid Holiday</u>	<u>Falling On</u>	<u>Day Off With Pay in Lieu</u>
New Year's Day	Saturday or Sunday	Monday Following
Canada Day	Saturday or Sunday	Monday Following
Remembrance	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

21.03 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time designated by the employee.

ARTICLE 22 VACATIONS

22.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with the following:

Less than one year of service	1 working day for each month
One Year or More	15 working days
Three years or more	20 working days
Ten years or more	25 working days

22.02 Vacation Pay

The Employer will make payment of the remaining vacation pay on the basis of one day's vacation pay for each month in which the employee worked. This vacation pay may be included in the employee's regular pay cheque or paid in a lump sum, at the discretion of the employee.

22.03 Minimum Vacation

Upon request to the Collective, an employee with less than ten (10) working days of earned vacation pay, and/or banked overtime, shall be granted sufficient leave of absence without pay to allow a minimum of ten (10) days.

22.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time mutually agreeable amongst the Core Collective.

22.05 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

22.06 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

22.07 Preference in Vacations

If vacations are requested during the months of July and August, they shall be granted first among those employees having children who attended school during the preceding spring, and secondly, among those who did not have children attending school in the preceding spring.

22.08 Vacation Schedules

Vacation requests shall be submitted to the Collective two (2) months prior and, once approved, shall not be changed without the consent of the affected employee. The Collective shall advise employees regarding their application for scheduled vacation within two (2) weeks of receipt of the application.

22.09 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Collective.

22.10 Banking Vacation Credits

An employee shall be entitled to bank up to a maximum of five (5) working days annual vacation, to be taken by the end of the following calendar year, at the rate of pay prevailing when the vacation is taken.

22.11 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during her 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 date, at the employee's option.

22.12 Overtime Vacation Rate

No employee shall be required to work during her scheduled vacation period. However, should an employee agree to work when requested during her scheduled vacation, she shall be paid at double the regular rate of pay, plus one (1) day off for each day in which work was performed. Prior approval is required from the Employer.

ARTICLE 23 SICK LEAVE PROVISIONS

23.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 Amount of Paid Sick Leave

Sick Leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed. Upon completion of the probation period, an employee may draw upon sick leave credits. Sick Leave shall date from the day of hire.

23.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for her future sick leave.

23.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

23.05 Proof of Illness

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

23.06 Sick Leave During Leave of Absence and Layoff

When an employee works at least ten (10) days in a month or is on paid leave, she shall receive sick leave credit for that calendar month. When an employee is laid off on account of lack of work, she shall not receive sick leave credits for the period of such absence but shall retain her cumulative credit, if any, existing at the time of such layoff.

23.07 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted her sick leave credits may be allowed by the Core Collective to draw from her future sick leave credits to a maximum of fifteen (15) working days, provided all banked overtime is first taken. No employee shall have her services terminated by virtue of having exhausted her sick leave credits.

23.08 Sick Leave Records

As soon as possible after the close of each fiscal year, the bookkeeper shall advise each employee in writing of the amount of sick leave accrued to her credit.

23.09 Payment for Unused Sick Leave

In the event of the death of an employee, the value of all accrued sick leave shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate.

23.10 Short and/or Long-Term Disability Claim

If the Employer subscribes to a short and/or long-term disability plan, an employee will cooperate by filling out forms, supplying required medical information, etc., so that the Employer may make a claim. If payment is made directly to the employee, arrangements shall be made so that the Employer is repaid for any over-payment.

ARTICLE 24 LEAVE OF ABSENCE

24.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

24.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

24.03 Leave of Absence for Union Functions

Upon request to the Employer, the bargaining unit shall be allowed ten (10) working days a year leave of absence with pay and benefits for its members to represent the Union at conventions and training seminars. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Additional period may be considered under Article 24.19.

24.04 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections. Should the employee be a successful candidate in the election, an extension to the leave of absence may be granted by the Employer, upon written request, to a maximum of three (3) years, this extended leave being without pay and without benefits.

- (b) 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 or benefits by the Employer for a period of one (1) year. Such leave shall be renewed each year, on written request, during her term of office, up to a maximum of three (3) years.

24.05 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for it in this Agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for wages during the period of absence.

24.06 Paid Bereavement Leave

- (a) An employee shall be granted leave of absence of five (5) regularly scheduled consecutive working days, without loss of pay or benefits, in the case of serious illness of the employee's spouse or child or the death of the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, former guardian, ward, fiance or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common law. Such leave shall not be capriciously used by an employee.
- (b) Such leave shall also include reasonable travelling time of up to an additional seven (7) days and must be requested from the Employer.
- (c) Other requests for leave of absence shall be considered by the Employer.

24.07 Mourner's Leave

- (a) One-half ($\frac{1}{2}$) day leave may be granted without loss of wages or benefits, by the Core Collective, to attend as a pall-bearer or mourner.
- (b) Such leave shall also include reasonable travelling time up to an additional one-half ($\frac{1}{2}$) day and must be requested from the Employer.

24.08 Preventive Medical Leave

Employees shall be allowed up to five (5) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care for themselves and their children.

24.09 Protection During Maternity

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The pregnant employee has the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work.

24.10 Length of Maternity/Adoption Leave

Maternity/Adoption leave shall cover a period up to twelve (12) months, at the employee's option, for the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of six (6) additional months shall be allowed without pay. At the request of the employee, the employee shall be granted an additional period of up to one (1) year unpaid extended maternity leave. During maternity leave, all benefits shall accumulate and all employee premiums shall be paid by the Employer. During extended leave, the employee may continue all or part of the benefits by paying the premiums.

24.11 Status During Maternity/Adoption Leave

While on maternity/adoption leave, an employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement, except as otherwise noted.

24.12 Procedure Upon Return from Maternity/Adoption Leave

When an employee decides to return to work, after maternity/adoption leave or extended leave, she shall provide the Employer with at least three (3) weeks' notice. On return from maternity/adoption leave, the employee shall be placed at least in her former position. An employee may bring her nursing infant to work with her if she chooses.

24.13 Pay for Maternity/Adoption Leave

An employee with one (1) year's service, shall be entitled to receive from the Employer one hundred percent (100%) of basic salary during the two (2) week E.I. waiting period. During the following fifteen (15) week period, the Employer shall supplement the weekly E. I. payments to one hundred percent (100%) of the employee's normal basic salary. All monies received from E.I. as a result of premium reductions will be put into a separate account for improving benefits.

24.14 Parental Leave

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits.

- (1) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing,
 - (a) in the case of a natural mother, immediately following the end of the maternity leave taken under section 24 unless the Employer and employee agree otherwise.
 - (b) in the case of the spouse, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
 - (c) in the case of an adopting mother or spouse, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or spouse.
- (2) If
 - (a) the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or spouse, and
 - (b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (1).
- (3) Any further request for leave shall be directed to the Board in writing.

24.15 Special Leave

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

<u>Reason</u>	<u>Leave of Absence per Fiscal Year</u>
Cultural Obligation	Up to three (3) days at the discretion of the employee

Employee's Marriage	Three (3) working days at the discretion of the employee
Divorce	Time required for Court Appearance
Serious Fire or Flood in Employee's Household	Up to three (3) days
Moving Employee's household	Maximum of one (1) day per year
Serious household or domestic emergency	One (1) day
Formal Hearing to become a Canadian citizen	One (1) day

24.16 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election referendum.

24.17 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of her family (as defined under article 24.06 (a), an employee shall be entitled to a maximum of two (2) paid days per illness to care for the member of the family who is ill, subject to an annual limit of six (6) such days.

24.18 Paid Jury or Court Witness Duty Leave

An employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest shall be granted leave of absence without loss of benefits. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay.

24.19 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offence which requires a Court appearance, she shall be entitled to leave of absence without loss of benefits and pay. In the event that the accused employee is jailed awaiting a Court appearance, she shall be entitled to an automatic leave of absence without loss of benefits, but without pay. In the event that the accused employee is found guilty and sentenced, she may receive a leave of absence of one (1) year, without benefits and pay to cover the period of her incarceration, provided the offence is not job related. In the event that the accused employee is found not guilty the employee shall be reimbursed for salary during time of incarceration.

24.20 Education Leave

An employee is entitled, with the approval of the Core Collective, to up to ten (10) days leave of absence per fiscal year, without loss of pay or benefits, to attend educational workshops or conferences. A conference or workshop which is held on a Statutory Holiday or otherwise on a non working day shall not result in payment of any wages other than the right to schedule another regular day of work off with pay. Travel time will not result in payment of overtime. Reasonable travel time shall be allowed in addition to the allocated leave of absence when the conference or workshop is out of town. Expenses shall require prior approval by the Employer.

ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement. Overpayment shall not be recoverable in a lump sum by the Employer where such recovery would be unreasonable or unfair.

25.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

25.03 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay and benefits for that position for the time she performs that job.

25.04 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the rate for the job for all time worked when she works at the job for one day or longer.

25.05 Pay on Transfer, Lower Rated Job

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, her rate shall not be reduced.

25.06 Vacation Pay

An employee may, upon giving at least two (2) week's notice, receive, on the work day preceding commencement of her annual vacation, any pay cheques which may fall during the period of vacation.

25.07 Taxi Allowance

When an employee is required to work in the evening and does not have her own vehicle, taxi service to and from the home of the employee shall be provided by the Employer.

25.08 Educational Allowance

The Employer shall pay reasonable out-of-pocket expenses, of an employee to attend a seminar or workshop approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.

25.09 Cash Shortages

An employee handling cash shall not be responsible for shortages, except in the case of criminal negligence.

25.10 Legal Fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an employee by virtue of the performance or non performance of her employment duties.

25.11 Child Care Allowance

The Employer shall reimburse an employee with a young child or children up to five dollars (\$5.00) per hour towards the cost of child care when an employee works outside the regular hours of work, upon submission of original receipts, to a maximum of fifty dollars (\$50.00) per day. Any rates paid in excess of those indicated in this article are negotiable in advance with the Employer.

25.12 Severance Pay

An employee shall be given thirty (30) calendar days' notice and severance pay on the basis of three (3) weeks pay at the employee's regular rate if the Employer:

Ceases wholly or partly the operations (does not include partial reduction of an employee's hours of work);

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

When an employee qualifies for payment of benefits of Article 18.04 and Article 25.12, only the greater of the two shall apply, but not both.

25.13 Expenses

The per diem rate shall be fifty dollars (\$50.00). Personal automobile reimbursement shall be forty cents (40¢) per kilometre. When an employee is billeted at a home, the employee shall receive twenty dollars (\$20.00) per day in lieu of hotel accommodation.

ARTICLE 26 JOB DESCRIPTIONS

26.01 Job Descriptions

The duties, responsibilities and tasks of each employee will be those specified in the job description for her position and the work plan mutually agreed upon by the Core Collective and the Board. It is recognized that each employee has skills and experience and through pooling these in a collective, each employee will contribute to the best of one's abilities.

26.02 New Positions

The introduction of new positions by the Employer, shall be a matter of collective bargaining between the Employer and the Union with referral of any differences to arbitration.

ARTICLE 27 EMPLOYEE BENEFIT PLANS

27.01 Employer Contributions to Benefit Plans

(a) The Employer shall pay the full cost of the following plans for all Core Collective employees:

1. Government Medical Plan
2. Extended Health Plan
3. Medical Transportation Fund
4. Dental Insurance Plan
5. Life Insurance Plan
6. Short Term Disability & Long Term Disability (STD/LTD)

In the case of absence for illness or disability, the Employer's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premium through the Employer. In the event of death of an employee, the

Employer shall continue to pay the required premiums for the survivor and her dependents for three (3) months.

- (b) The Bookkeeper shall receive ten percent (10%) additional payment in lieu of benefits.

27.02 Guarantee of Employee Benefit Plans

Should the carrier of an employee benefit listed in this article default on the payment of any insured benefit, the responsibility for payment shall then rest with the Employer pending results of litigation.

If the Employer is responsible for the administration and application of any insurance policy contract established to provide the employee benefits set out herein and if there is any difference arising with respect thereto, it shall be disposed of in accordance with the grievance and arbitration provisions of this Collective Agreement.

27.03 Continuation of Benefits on Layoff

The Employer agrees to pay the full coverage for all employee benefit plans up to three (3) months for staff laid off. In other cases an employee may opt to continue coverage by paying the premiums in advance each month so long as recall rights apply.

27.04 Continuation of Benefits During Work Stoppages

In the event of a legal work stoppage, the Employer agrees to maintain all benefits on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

27.05 Pension Plan

The Employer agrees to participate in the Canada Pension Plan for all employees.

27.06 Workers' Compensation Protection

All employees shall be covered by the Workers' Compensation Act. No employee shall have her employment terminated as a result of absence from work with a compensable accident.

27.07 Workers' Compensation Pay Supplement

An employee prevented from performing her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of her classification.

27.08 Continuation of Pay

In order to continue receiving her regular wages, the employee shall assign her Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation as a deduction from the gross income on the employee's Income Tax (T-4) form. Any interest received by the Employer as a result of an employee's WCB claim shall go to the employee.

27.09 Employee Assistance Plan

Employees and their dependants shall be covered by an Employee and Family Assistance Plan. The costs of such plan shall be borne by the Employer.

27.10 Retirement Planning

The Employer shall grant an employee a paid leave of absence to attend the CUPE Pre-Retirement seminar. Such leave will be limited to three (3) days per employee. In order to be eligible employees must have reached forty (40) years of age. The Union will pay the registration costs. All other costs will be borne by the employee.

27.11 Retirement Benefit

The Employer shall make a RRSP and/or a Canada Savings Bond Purchase Plan available to the employees through payroll deductions.

ARTICLE 28 HEALTH AND SAFETY

28.01 Right to Refuse or Stop Unsafe Work

The Union shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she or a member of the Union believes that it would be unsafe or unhealthy to herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay during the period of refusal so long as a valid claim exists. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Union and the Employer and satisfactorily settled.

28.02 Injury Pay Provisions

An employee who is injured or made sick during work hours, and is required to leave for treatment or is sent home as a result of such injury or sickness, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

28.03 Transportation of Accident Victims

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

28.04 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to grievance procedure.

ARTICLE 29 TECHNOLOGICAL AND OTHER CHANGES

29.01 Technological Change - Definition

In this Article "technological change" means any change in:

- (a) the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
- (b) work methods, organization, operations or processes affecting one or more employees;
- (c) the location at which the work, undertaking or business operates;
- (d) the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

29.02 Technological Change - Adverse Effects to be Eliminated

In carrying out technological changes, the Employer agrees to eliminate all injustices to or adverse effects on employees or any denial of their contractual or legal rights which might result from such changes.

29.03 Technological Change - Advance Notice

When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of her intentions and to update the information provided as new developments arise and modifications are made:
- (b) The foregoing notwithstanding, the Employer shall provide the Union, at least ninety (90) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

29.04 Technological Change - Data to be Provided

The notice shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on employee's working conditions and term of employment.

29.05 Technological Change - Consultation

Technological change shall be introduced only after the Union and the Employer have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

29.06 Technological Change - Arbitration

If the Employer and the Union fail to agree upon such measures, the matter shall be referred to the Arbitration Procedure for the purpose of determining such matters. The technological change shall not be introduced by the Employer until such determination is made.

29.07 Technological Change - Guaranteed Employment

No regular employee shall be dismissed or have her regular hours reduced because of a technological change.

29.08 Technological Change - Income Protection

An employee whose job is changed or who is displaced from her job by virtue of technological change will suffer no reduction in normal earnings.

29.09 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed one (1) year, during which they may perfect or acquire, through on the job training or formal instruction, the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates.

ARTICLE 30 JOB SECURITY

30.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee.

30.02 Inclement Weather

When the weather is such that an employee cannot get herself to work, she shall receive her regular pay for that day.

ARTICLE 31 UNION LABEL

31.01 Union Label

In order that the general public shall be aware of the benefits of a unionized public service, the CUPE Union Label shall be displayed as prominently as possible through the service. The recognized Union Label shall include the designation "CUPE" at the employee's option, this designation shall be placed on all stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

ARTICLE 32 GENERAL CONDITIONS

32.01 Bulletin Boards

The Employer shall provide a Bulletin Boards at the Women's Centre and Family Place so that employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

32.02 Personnel Records

The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior consent of the employee concerned.

32.03 Employee Record

- (a) The record of an employee shall not be used against her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- (b) All letters of reprimand or adverse reports shall be physically removed from an employee's personnel file after twelve (12) months.
- (c) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

32.04 Communication to Members

Union representatives are entitled to distribute union literature and to convene union meetings on the Employer's premises during non-working hours.

32.05 No Reprisals Arising from Work Stoppage

The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because she is engaged in a work stoppage, or in any activity related to a work stoppage.

ARTICLE 33 PRESENT CONDITIONS AND BENEFITS

33.01 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.

ARTICLE 34 GENERAL

34.01 Plural or Masculine Terms May Apply

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

ARTICLE 35 TERM OF AGREEMENT

35.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2000 to March 31, 2004 and shall continue from year to year thereafter unless either party gives to the other party notice, in accordance with the Labour Relations Code of British Columbia, that it wishes to commence collective bargaining. During the period of collective bargaining, this Agreement shall remain in effect until a new Agreement is concluded.

35.02 Changes in Agreement

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

35.03 Retroactive Pay for Terminated Employees

An employee who has served her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages.

35.04 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless specified herein.

SIGNED THIS ____ DAY OF _____, 2003.

Signed on Behalf of the
Unionized Members of the Collective

Signed on Behalf of the
Collective

SCHEDULE "A"

Effective April 1, 2000:

Core Collective Employee \$19.34 per hour

Effective January 1, 2001:

Core Collective Employee \$19.72 per hour

Effective January 1, 2002:

Core Collective Employee \$19.91 per hour

Letter of Understanding #1

between

Terrace Women's Resource Centre Society

and

CUPE Local 2012-01

Re: Society Board Structure

The Collective agrees that for the term of the collective agreement a Board of Directors of the Terrace Women's Resource Centre Society shall be established which shall consist of a Chair, Vice-Chair/Treasurer, Recording Secretary and six (6) Directors, none of which shall be paid staff of the Society. The members of the Board of Directors shall be appointed annually by consensus of the Collective at the Annual General Meeting (AGM) of the Society. Three (3) members of the Board shall have signing authority.

Board members shall be committed to the principles of feminism and the promotion of social change with the primary goal of improving the status of women and promoting equality of all peoples.

The Board shall act as the *Employer* as defined in the attachment to this letter of understanding and shall take on the role of *Employer* referred to throughout the collective agreement and be further responsible for administering the collective agreement and monitoring the programs and operations of the Society within the mandates of the programs of the Society. The duties of the Board shall include staffing issues of the Society such as hiring, discipline, job descriptions and roles and responsibilities of staff, within the parameters of the collective agreement. Decisions of the Board shall be made by consensus of the Board, with employee input. The Board shall appoint, by consensus, Directors who shall liaise with staff of the various programs. The Director so appointed will be the first point of contact from staff to the Board, however, a staff person may contact any Director they feel most comfortable with. It is expected that staff will report on the progress of their programs directly with the Director appointed to their program.

.../2

It is further agreed that articles 1.03, 2.01, 4.01, 8.01, 9.01, 11.02, 11.03, 11.04, 11.05, 19.01, 19.06, 20.01, 20.08, 20.10, 20.11, 22.03, 22.04, 22.08, 22.09, 23.07, 23.08, 24.07, 24.20, 25.11 and 26.01 of the collective agreement have been deemed to have been amended, as attached to this Letter of Understanding, for the term of the collective agreement.

The *Collective*, is defined as all society members, employees and volunteers and as such shall continue to have the opportunity to be involved in the broad issues of concern to women and families in Terrace and develop programs and actions which provide service and resources to the women and families of Terrace and area through consensus-based decision making.

This Letter of Understanding replaces Letter of Understanding No. 1 Re: Administrative/Accountability Committee dated and signed October 25, 2002.

Signed this _____ day of _____, 2003.

On behalf of the Unionized
Members of the Collective

On behalf of the Collective

Attachment to Letter of Understanding #1

1.03 The Society and its Programs Centre as a Collective

The Terrace Women's Resource Centre **Society and its programs** shall **operate** ~~be a~~ **as** ~~feminist worker run collectives~~ and shall be referred to as the ~~Core Collective~~. The **Employer** ~~Core Collective~~ shall, for purposes of administration, oversee all services and projects of the Terrace Women's Resource Centre Society except as otherwise specified in this Agreement, or agreed between the parties.

2.01 ~~As a worker run Collective,~~ The Employer has those rights and responsibilities as specified elsewhere in this Collective Agreement:

- (a) all financial considerations;
- (b) preparation of the budget;
- (c) spending and program priorities;
- (d) approval of expenditures;
- (e) funding;
- (f) hire, discipline and dismiss;
- (g) layoff and recall.

However, all information shall be open to and shared with the Core Collective. ~~All decisions relating to the above shall be made after discussions with the Core Collective. It is expected that these discussions shall result in a consensus decision.~~

ARTICLE 4 DEFINITIONS

4.01 Employee: - Anyone employed by the Society and covered by this Agreement.

Employer – Terrace Women Resource Centre Society as represented by the Board of Directors.

Core Collective or Core: - **All employees** ~~means the Coordinators~~ of the Terrace Women's Resource Centre **Society** who are responsible for the administration and delivery of programs, projects and services of the Society, with reporting responsibility to the **Employer** ~~Society Board~~.

Collective: - All Society members, ~~Society Board members~~, employees and volunteers.

Project Employee: - An employee hired for a specifically funded project where the term and project are defined by the project grant.

Student Employee: – An employee hired under specific government student grants for a limited time as defined by the funding agency.

~~Project Collective or Project means a work unit which is an undertaking of the Society, usually with a defined responsibility and duration with reporting responsibility to the Core.~~

Spouse: A person with whom the employee has a marital, common-law heterosexual, or lesbian/gay relationship. This definition shall determine all other familial relationships referred to in this agreement, including, but not restricted to, "child," which shall include the employee's partner's child, and the definition of "in-law," which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.

Dependent: - A person for whom the employee has a financial or familial responsibility.

8.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. The Employer agrees to acquaint potential employees with the duties and responsibilities in a ~~worker-run~~ collective.

9.01 Correspondence

All correspondence between the **Employer and employees** ~~parties~~, arising out of this Agreement or incidental thereto, shall pass to and from the **Employer** ~~Secretary of the Board~~ and the **Shop Steward** ~~Unit Chairperson~~ of the Union, with a copy to the Recording Secretary of the Union.

11.02 Joint Bargaining Committee

The joint bargaining committee shall consist of two (2) elected or appointed representatives of the Union who are employees of the Society, and two (2) elected or appointed representatives of the Employer, unless otherwise agreed to by consensus of the joint bargaining committee.

11.03 Function of Joint Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred ~~by the Union Bargaining Committee~~ to the **joint bargaining committee** ~~Employer~~ for discussion and settlement.

11.04 Meeting of Committee

In the event either party **the Union or Employer** wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the written request has been given, unless otherwise mutually agreed.

11.05 Time Off for Meeting

Any representative of the Union on the **joint** Bargaining Committee, who is in the employ of the Employer, shall have the right to attend, when necessary, meetings held within working hours without loss of remuneration.

19.01 Hours of Work

The **Employer** ~~Core Collective~~ retains overall supervision and control of hours of work and hours of operation subject to the following. Regulations controlling an employee's hours are as follows:

(a) Total regular work hours for the **Women's Centre and Family Place** as a whole shall be determined and authorized in advance by the **Employer Society Board**.

19.06 Attendance at **Collective or** Board Meetings

When an employee is required to attend a Board meeting, or a Collective meeting, where attendance is required by the **Employer Board**, such time shall be considered as time worked, either as flex time or **banked time** overtime. An employee required to attend a **Collective or** Board meeting or workshop in the evening shall receive, upon conclusion of the meeting or workshop, an additional payment equivalent to one hour's pay.

20.01 Overtime Defined

All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday shall be considered overtime and must be authorized, in writing, by the **Employer Society Board**.

20.08 Minimum Overtime

Overtime work shall be on a voluntary basis. The Collective shall keep overtime to a minimum. All overtime must be authorized by the **Employer Society Board**.

20.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, the Employer may direct that time off be taken at the overtime rate at a time selected by mutual agreement between the employee and the **Employer Collective**. Banked equivalent time off shall only accumulate to a maximum of ten (10) days. Any additional overtime shall be paid in cash

20.11 Flex Time

In recognition of the flexibility in hours of work required to accommodate workshops and after hours meetings, employees shall be entitled to flexible hours of work to attend such workshops and meetings.

Use of flex time shall be discussed on a regular basis with the Employer in order to ensure all employees are aware of flex time scheduled.

22.03 Minimum Vacation

Upon request to the **Employer** Collective, an employee with less than ten (10) working days of earned vacation pay, and/or banked overtime, shall be granted sufficient leave of absence without pay to allow a minimum of ten (10) days vacation.

22.04 Compensation for Holidays Falling Within Vacation Schedule

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

22.08 Vacation Schedules

- (a) Vacation schedules occurring during school closures (summer, Christmas and spring break) shall be submitted by the Core Collective to the Employer one (1) month prior and, once approved, shall not be changed without the consent of the affected employees. The Employer shall advise employees regarding their application for scheduled vacation within two (2) weeks of the receipt of the application and shall be deemed to be approved after two (2) weeks of receipt by the Employer.
- (b) Individual vacation requests not occurring during school closures shall be submitted to the Core Collective for approval.
- (c) Vacation requests of one (1) consecutive calendar week or less, shall only require two (2) week's advance notice to the Core Collective.
- (d) Vacation requests of more than one (1) consecutive calendar week, not occurring under (a), shall require one (1) month's advance notice to the Core Collective.

22.09 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the **Employer** Collective.

23.07 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted her sick leave credits may be allowed by the **Employer** Core Collective to draw from her future sick leave credits to a maximum of fifteen (15) working days, provided all banked overtime is first taken. No employee shall have her services terminated by virtue of having exhausted her sick leave credits.

23.08 Sick Leave Records

As soon as possible after the close of each fiscal year, the **Employer** ~~bookkeeper~~ shall advise each employee in writing of the amount of sick leave accrued to her credit.

24.07 Mourner's Leave

(a) One-half (1/2) day leave may be granted without loss of wages or benefits, by the **Employer** ~~Core Collective~~, to attend as a pall-bearer or mourner.

(b) **Such leave shall also include reasonable travelling time up to an additional one-half (1/2) day and must be requested from the Employer.**

24.20 Education Leave

An employee is entitled, with the approval of the **Employer** ~~Core Collective~~, to up to ten (10) days leave of absence per fiscal year, without loss of pay or benefits, to attend educational workshops or conferences. A conference or workshop which is held on a Statutory Holiday or otherwise on a non working day shall not result in payment of any wages other than the right to schedule another regular day of work off with pay. Travel time will not result in payment of overtime. Reasonable travel time shall be allowed in addition to the allocated leave of absence when the conference or workshop is out of town. Expenses shall require prior approval by the Employer.

25.11 Child Care Allowance

The Employer shall reimburse an employee with a young child or children up to **five** ~~four~~ dollars **(\$5.00)** ~~(\$4.00)~~ per hour towards the cost of child care when an employee works outside the regular hours of work, upon submission of original receipts, to a maximum of **fifty** ~~forty~~ dollars **(\$50.00)** ~~(\$40.00)~~ per day. Any rates **paid in excess of those indicated in this article** ~~paid~~ are negotiable in advance with the **Employer** ~~Society Board~~.

26.01 Job Descriptions

The duties, responsibilities and tasks of each employee will be those specified in the job description for her position and the work plan mutually agreed upon by the Core Collective and the **Employer** ~~Board~~. It is recognized that each employee has skills and experience and through pooling these in a collective, each employee will contribute to the best of one's abilities.