

MEMORANDUM OF AGREEMENT

between

**Women Against Violence Against Women Rape Crisis Centre
W.A.V.A.W. Rape Crisis Centre
("the Employer")**

-and-

**MoveUP (COPE, Local 378)
("the Union")**

Subject to ratification by their respective principals, the Parties hereby agree to the terms and conditions as set out in their first negotiated collective agreement on the following terms:

1. The term of the collective agreement will be effective May 1, 2021 to April 30, 2024, as attached hereto.
2. The Parties agree to recommend the ratification to their respective principals.
3. Within 15 days of the date, the Parties sign a Memorandum of Agreement (MOA) renewing this collective agreement, the Parties will conduct ratification votes and provide notice, each to the other, of their date of acceptance or rejection.
4. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

5. Unless otherwise specified, all terms and conditions will become effective on May 1, 2021; this is inclusive of retroactivity for the Band and Step Levels; and the 1% wage increase for the "blue-circled" employees.
6. Appendix A contains the agreed to and withdrawn proposals from the Parties.

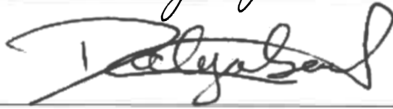
SIGNED this 20th day of October, 2021.

Bargaining Representatives of:

The Employer



Ashley Teja



Bargaining Representatives of:

The Union



APPENDIX A



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time: <i>10:00</i>
UP# 1	General	<i>Housekeeping</i>	

Housekeeping

1. Make changes to Article 19.08 to remove "he or she" to "their"; ensure all articles are reflective of gender neutrality.
2. Change subsection numbers in 26.11(g) to correspond with the letter bullets and not numbers as written.
3. Correct any numbering bullets or lettering bullets out of sync.
4. Renew Letter of Understanding #1 Working from Home (Telecommuting).
5. Open Letter of Understanding #3 RRSP for Discussion.
6. Renew Letter of Understanding #5 (possibly renumber).
7. Renew Letter of Understanding #6 (possibly renumber).
8. Review and update Job Titles in Wage Grid.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

2021 Collective Bargaining – WAWAW Rape Crisis Centre and MoveUp
 Employer Response to Union Proposal
 Without Prejudice and E&OE
 Tabled on June 24th, 2021 at 9:00am

Employer			
Number	Affected Article/MOU	Date:	Time:
		<i>June 24</i>	<i>10:05 am 10:04 am</i>
UP# 1	General	<i>Housekeeping</i>	

The Employer Accepts the Housekeeping Items.

1. It will be changed
2. It will be changed
3. It will be corrected
4. LOA #1 Working from Home (Telecommuting) will be renewed
5. LOA # 3 RRSP will be discussed
6. LOA # 5 The Employer has proposed changes to removing floating days
7. LOA # 6 will be renewed

GR agrees as indicated

8. Agreed to add Land Acknowledgment

Signed on _____ day of _____ 20__
 On behalf of the Employer

On behalf of the union



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:15 am [AGREED]
UP# 1	Preamble – Article 1.00	<i>Land Acknowledgement</i>	

Article 1.00 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous peoples. We acknowledge that the headquarters and where we gather is on the unceded territory of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), səlilwətał (Tseil-Waututh) First Nations.

We recognize and deeply appreciate their historic connection to this place. We recognize the contributions of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), səlilwətał (Tseil-Waututh) and other Indigenous peoples have made, both in shaping and strengthening this community in particular, and our province and our country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities, and in particular to bring justice for murdered and missing Indigenous women, girls and two-spirited people across our country.

E&OE
Signed off this _____ 27 day of July _____ 2021 _____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WAVAW
PROPOSALS 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:19 am [AGREED]
UP #2	Article 5.01 (v2) NEW (c)	To Include Elders and Knowledge Keepers into Representation	

ARTICLE 5 - UNION REPRESENTATION

5.01 UNION REPRESENTATION

a) Union Representatives

- i) The Employer recognizes the Union's right to select job stewards to represent employees in matters pertaining to this Agreement.

The Union agrees to provide the Employer with a list of the employees designated as job steward(s) and to notify the Employer immediately in writing of any changes in the designation;

- ii) The job steward(s) will obtain the permission of their immediate supervisor before conducting the duties of a steward as outlined in 5.02, below. Permission to perform duties during working hours as a job steward will be mutually agreed to with the employee's supervisor, and such permission will not be unreasonably withheld.
- iii) Where the job steward(s) duties may unreasonably interfere with the proper operation of the Employer, such duties may be performed outside of normal working hours.

b) Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include, but not limited to, the following activities:

E&OE

Signed off this 9TH _____ day of July _____ 2021

For the Union

For the Employer

- i) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required subject to the provisions of Article 10.
- ii) the transmission of Union bulletins and/or notices by posting on the designated bulletin board. Other means of postings as are approved by the society such as email, which approval shall not be unreasonably denied.
- iii) participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- iv) participation in the administration of the Union as may be required for Union Executive meetings and Job Steward meetings.
- v) briefing time prior to grievance meetings as set out in Article 10 of this Collective Agreement.

c) Elders and Knowledge Keepers

i) To qualify as an Elder or Knowledge Keeper for the purposes of selection, a person must be acknowledged as a person of Indigenous decent, having qualities that include one or more of the following:

- a) a spiritual leader;**
- b) a community leader;**
- c) Expertise or experience in employment or labour relations.**

ii) Individuals will not be eligible for selection as an Elder or Knowledge Keeper if the individual is:

- a) an employee of the Employer;**
- b) a member of the Employer's Board of Directors;**
- c) a representative or executive member of the Union.**

iii) Elders and Knowledge Keepers will be selected by the Employer and the Union and will be listed in Appendix "D". The Parties agree to update the list of Elders and Knowledge Keepers who retire or who are no longer available to serve.

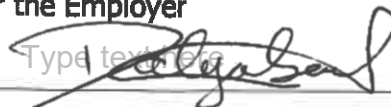
E&OE

Signed off this 9th _____ day of July _____ 2021 _____

For the Union



For the Employer

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- iv) Employees will have the option of selecting any Elder or Knowledge Keeper as noted in Appendix "D", other than an elder who is related to the employee, to provide wisdom, guidance, and assistance in resolving workplace issues or grievances.

- v) If an employee requires to utilize an Elder or Knowledge Keeper not listed in Appendix "D", the request must be mutually agreed to by the Parties.

E&OE

Signed off this 9th _____ day of July _____ 2021 _____

For the Union



For the Employer





(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: June 24, 2021	Time: 10: 21 am [AGREED]
UP# 3	Article 7.02 – Amend	To include "ethnic origin", "ancestry", "Indigenous status", perception, association	

7.02 Non-Discrimination

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of race, ethnic origin, colour, creed, national origin, Indigenous status, ancestry, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, association or relationship with a person identified by one of the above grounds, perception that one of the above grounds applies.

E&OE

Signed off this 24 _____ day of June _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 29, 2021	Time: 3:47 PM
UP #4	Article 7.03 - Amend	To Include electronic forms of communication, "ethnic origin", "ancestry", "Indigenous status", perception, expression of approval	

Employer
Affected Article/MOU : Employer counter to UP#4
Date:
Time:

The employer accepts the language with the exception of the Union's proposal regarding v. Poisoned Work Environment. The employer seeks to add the following language for v. Poisoned Work Environment.

7.03 Respectful Workplace - Personal/Sexual Harassment

The Employer and the Union recognize the right of all employees to work in an environment which shows respect for an employees' health, safety and physical well-being. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of an employee or deteriorate the work environment. Accordingly, the harassment of any employee is prohibited.

a) Definitions

i) Bullying


any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that person to be humiliated or intimidated. Bullying excludes any

E&OE

Signed off this

29 day of July

2021

For the Union	For the Employer
 	 

reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

ii) Personal and Psychological Harassment

Is objectionable conduct or comments that are either repeated or persistent, or a single serious incident directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. Personal harassment includes, but is not limited to the following:

- 1.** derogatory, demeaning or disrespectful comments, jokes or slurs made about a person or a group of people;
- 2.** Physical threats or Intimidation
- 3.** the display or distribution of derogatory, demeaning or disrespectful posters, pictures, cartoons or drawings, whether in print form or via e-mail or other electronic means;
- 4.** yelling, swearing, using offensive language, uttering threats, coercion or bullying;
- 5.** derogatory, disrespectful or malicious gestures or actions that serve to humiliate or demean a person or create an atmosphere of fear of intimidation.
- 6.** Comments ridiculing an individual because of characteristics, dress, etc. that are related to a ground of discrimination;
- 7.** Is discriminatory behaviour that causes substantial distress and is based on race, ethnic origin, colour, creed, ancestry, Indigenous status, national origin, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, or because person has been convicted or a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, association or relationship with a person identified by one of the above grounds, perception that one of the above grounds applies.
- 8.** The fact that a person does not explicitly object to harassing behaviour or appears to be going along with it does not mean that the behaviour is not harassing, and does not mean that it has been assented to.

E&OE

Signed off this 29

29 day of July

2021

For the Union



For the Employer



Good faith actions of management relating to the management and direction of employees, such as assigning work, providing feedback to employees on work performance and taking reasonable disciplinary action, does not constitute harassment.

iii) Sexual Harassment

Includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted or uninvited; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a person's body; sexual solicitation or advances or sexual assault. Sexual harassment includes, but is not limited to:

- 1. uninvited or unwelcomed touching or close physical contact;**
- 2. sexual advances;**
- 3. comments made about a person's gender identity, gender expression or sexual orientation (eg: including intentionally using incorrect pronouns to refer to an individual);**
- 4. displaying of sexually offensive or derogatory pictures, cartoons, or other material (including materials on computers, i.e. email);**
- 5. Unwelcome questions or sharing of information regarding a person's sexuality, sexual activity, or sexual orientation;**
- 6. leering or inappropriate sustained staring**
- 7. sexually suggestive jokes, cartoons or posters;**
- 8. requests for sexual favours;**
- 9. unwanted questions or comments of a sexual nature;**
- 10. offensive jokes or comments of a sexual nature about an employee or client;**
- 11. propositions of physical intimacy;**
- 12. gender-related verbal abuse, threats or taunting;**

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Signed off this 29

29 day of July

2021

For the Union



For the Employer



13. paternalism based on gender which a person feels undermines their self-respect or position of responsibility;

iv) Sexual Solicitation

Prohibits sexual solicitations or advances by any person who is in a position to grant or deny a benefit to the recipient of the solicitation or advance. This includes managers and supervisors, as well as co-workers where one person is in a position to grant or deny a benefit to the other. Reprisals for rejecting such advances or solicitations are also prohibited.

v) Poisoned Work Environment

A poisoned work environment means a comment or conduct that constitutes harassment or discrimination and that creates a negative psychological and emotional environment for work.

The comments or conduct need not be directed at a specific individual, and may be from any individual, regardless of position or status. A single comment or action, if sufficiently serious, may create a poisoned work environment.

b) The Employer will:

- i) ensure all employees are informed of the policy on harassment including sexual harassment;
- ii) upon becoming aware harassment is occurring, deal with it in a prompt, conscientious and confidential manner, regardless of whether or not any complaint has been made.

E&OE

Signed off this 29

29 day of July

2021

For the Union



For the Employer



** rec'd but not on proper proposal*

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 2:03 PM [AGREED]
UP #5	Article 8.01 (d)	Employee Definitions – convert Term Certain to Regular FTR's Delete d), renumber e)	

Employer
Affected Article/MOU : Employer counter to UP#5
Date:
Time:

The employer seeks to clarify the language regarding the rights of term certain employees.

ARTICLE 8 - EMPLOYEE CATEGORIES

8.01 Employee Definitions

a) Probationary Employee

A probationary employee is an employee who has not successfully completed probation under Article 13.01.


b) Regular Full-Time Employee

Regular full-time employees are employees engaged on a permanent ongoing basis working thirty-five (35) hours per week. These employees are entitled to all benefits outlined in this collective agreement.

c) Regular Part-Time Employee

Regular part-time employees are employees engaged on a permanent ongoing basis working less than full-time hours (35 hours per week). A regular part-time employee is entitled to all benefits of this agreement.

d) Term Certain Employee

E&OE	
Signed off this 9 th day of July 2021	
For the Union	For the Employer
<hr/>	

A term certain term employee is an employee hired by WAVAW for an established period of employment (i.e. an employment period with a starting date and an ending date) that is established by funding and is no greater than one (1) years. This term one (1) years may not be extended without prior agreement between the Union and the Employer. The following are examples of fixed-term employees:

- i) Employees hired to replace regular and/or term certain employees who are absent due to sick leave, pregnancy or parental leave, or other approved leaves of absence;
- ii) Employees hired to fulfill special funding requirements;

Term certain employees are entitled to all rights and benefits as regular full-time employees during their term of employment. Term certain employees shall earn seniority.

If a term certain employee becomes a **regular full-time employee**, with no longer than a thirty (30) working days break in service, the employee will be credited with seniority back to the start date of their term certain employment.

~~*** As of Ratification date, all current Term Certain employees will be considered full-time regular employees.~~

d) Casual Employees

An employee hired on an as-and-when required basis to cover absences of a regular employee for a specific period or periods of work in connection with a specific project, work overload and seasonal peaks. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job.

Casual employees shall be covered by all of the terms and conditions of this Agreement except those Articles with apply to Articles: 13 – Probationary Employees; 17 – Training and Education; 19 – Layoff, Recall and Severance; 20 – Benefits; 23 – Overtime (shall be paid on each cheque and not banked); 24 – Vacations; and, any Articles which Indicate regular employees.

Casual employees will be paid out for any wages, straight time and overtime, as well as any other payments due to the employee, along with a Record of Employment within one (1) week of the last day the employee works.

E&OE

Signed off this 9th day of July 2021

For the Union

For the Employer

A Casual employee will only be utilized for of absences less than six (6) months. If the Employer continues to utilize a casual employee beyond six (6) months, this employee will be considered a Term Certain Employee and will receive all rights and entitlements as outlined in the Collective Agreement.

E&OE

Signed off this 9th

day of July

2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:15 am [AGREED]
UP# 6	Article 10.01 Add New	<i>Include Elders or Knowledge Keeper in Grievance Process</i>	

10.01 Grievance Processing

- a) The Parties to this Agreement are agreed it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off, with pay, to attend grievance meetings with the Employer.
- b) In recognition of the respect for and value of the wisdom and experience of Elders and Knowledge Keepers, grievor's may request these community members as noted in Appendix "D", to act in a supportive, confidential capacity throughout the grievance process along with their job steward or union representative.**

E&OE
Signed off this 9th _____ day of July _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WAVAW PROPOSALS - 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:57 am [AGREED]
UP#7	Article 11.03 (c) New	Including Elders or Knowledge Keeper	

11.03 Right to Union Representation

- a) When the Employer interacts in any manner with any employee with respect to the, discharge or termination of an employee, or the potential discipline, discharge or termination of an employee, the Employer shall advise the Union office in advance, and at least one (1) Union representative or job steward must at all times be present. Such Union representative(s)/job steward(s) shall be given the full opportunity to present evidence, make representation and present, examine or cross-examine witnesses.
- b) An employee shall have the right to refuse to participate or to continue to participate in any interaction with the Employer which they believe ought to be subject to Union representation under this Article and such Union representation is not present. An Employee who exercises this right of "non-participation" shall not suffer any prejudice, penalty, discipline or other adversity as a result.
- c) Any First Nations or Indigenous employee subject to discipline or termination as noted above shall have the right to include an Elder or Knowledge Keeper as noted in Appendix "D" in addition to their right to union representation. It will be the Employer's responsibility to arrange to have an Elder or Knowledge Keeper present during any meetings regarding discipline or termination.

E&OE

Signed off this 9th _____ day of July _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: <i>Sept 23-2021</i>	Time: <i>1:25pm</i>
UP#8	Article 20.08 NEW	Pet Insurance	

20.08 ** Discuss possible Pet Insurance coverage through current benefit provider Group Health.

**** If achievable this would amend Appendix B language to show inclusion of benefit.**

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: sent over on July 27, 2021	Time:
UP#9	Article 25.01	Include National Indigenous Peoples Day/Transgender Day of Remembrance **correction to bullet #1ng	

ARTICLE 25 - PAID HOLIDAYS

25.01 Paid Holidays

- a) For the purpose of this Agreement, the following are acknowledged as paid Statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Remembrance Day	<u>National Day for Truth and Reconciliation</u>
Christmas Day	Canada Day
Boxing Day	BC Day
	Family Day

- e) b) In addition to the above, the Employer will grant one-half (1/2) days leave in the afternoon of both Christmas Eve and New Year's Eve, where such days are normal workdays, for all employees at work on these days without loss of pay.
- e) c) The Employer observes International Women's Day (March 8), and International Transgender Day of Visibility (March 31), National Indigenous Peoples Day (June 21) and will provide the day off with pay to its employees. Should employees be required to work on either of these observed days, they will be given a day in lieu and overtime provisions will only apply should the working day be longer than 10 hours.
- a) d) If any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be paid holiday for the purposes of this Agreement.

E&OE

Signed off this 27th _____ day of July _____ 2021_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WAVAW PROPOSALS - 2021 Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#10, Article 26.04 - Amend, July 9, 2021, 9:16 am [AGREED].

26.04 Bereavement Leave

- (a) Leave of absence with pay for five (5) working days shall be granted to an employee in each event of a death of a child, spouse, common-law spouse, same sex spouse, mother, father, mother-in-law, father-in-law, step-father and step-mother, brother, sister, brother-in-law, sister-in-law, step-sister, step-brother, grand-parent, step-grandparents, niece, step niece, nephew, step nephew, aunt, step aunt, uncle, step uncle, guardian and any other person who lives with the employee or is publicly recognized as a member of the employee's family. A family member also includes an individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law relationship. Reasonable requests pursuant to this article must not be refused.
(b) Leave of absence with pay for three (3) working days shall be granted an employee in the event of a death of a niece, nephew, aunt or uncle.
(c) For any other relative, one (1) day with pay.
(b) Further to the above an employee will be entitled to five (5) days of paid leave related to complications related to fertility treatments, miscarriage, abortion, termination of pregnancy, or a stillborn birth.
(c) Bereavement leave may also be used in times of systemic grief associated with a staff members cultural group, religion or race.
(d) An additional two (2) days with pay shall be granted to employees who must travel, out of town, to attend to the funeral of any relative of the employee, or a relative of the employee's spouse.

E&OE

Signed off this 9th day of July 2021

For the Union

[Handwritten signature]

For the Employer

[Handwritten signature]

- (e) To attend a funeral, employees shall be granted one ~~(1)~~-half days' pay to attend as a mourner or pallbearer.

AGREED



(Canadian Office and Professional Employees Union, Local 378)

**WAVAW
PROPOSALS 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:51 am [AGREED]
UP #11	Article 26.05 - Amend	New Title and new language	

26.05 ~~Jury Duty Court Leave~~

a) The Employer encourages employees to fulfill their civic responsibilities. Employees will be paid their base salary, less pay received from the court for those days participating in ~~selection for or serving on a jury or attending as a witness in an Employer-related case.~~

(I) the selection for and/or service on a jury; or

(II) by subpoena or summons to attend as a witness in any proceeding held:

- **in or under the authority of any court of competent jurisdiction or a grand jury;**
- **before a court, judge, justice, magistrate or coroner;**
- **before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons;**
- **before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;**
- **before the Labour Relations Board of British Columbia or any person or body of persons representing this Board;**
- **before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;**

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

- b) If the Employee receives any payment, excluding pay for meals, travel and other expenses, for such duties from any third party, this pay shall be remitted to the Employer. However, such remittance shall not exceed the Employee's net pay received from the Employer during the applicable time period.**
- c) If an Employee is sued or accused of an offence which requires a court appearance, the Employee shall be granted an unpaid leave of absence to attend court.**
- d) If an Employee is required to attend court on private matters, the Employer will grant an employee an unpaid leave of absence for the purpose of attending.**
- e) In the event that an Employee is incarcerated while awaiting a court appearance or while on trial, such Employee shall be granted an unpaid leave of absence for the duration of such period.**

E&OE

Signed off this 9th _____ day of July _____ 2021 _____

For the Union



For the Employer

AGREED TO: Time

Employer Counter Proposal to UP#12
Affected Article/MOU 26.06 Amendment
Increase sick leave cap to ninety days and numbering [propose 24]
Date: July 27, 2021
Time: 4:40

26.06 Paid Sick Leave

a) Personal Sick Leave

- ~~I)-iv)~~ Full Time employees shall earn sick leave credits at a rate of one and a half (~~1.5~~ **1.75** ~~1.5~~) days per month.
- ~~II)-v)~~ Part-time employees shall earn sick leave credits at a pro-rated amount according to the hours worked per month.
- ~~iii)-vi)~~ Casual employees are not entitled to sick leave benefits.
- ~~iv)-vii)~~ Sick leave days can be accumulated up to a total of ~~eighteen (18)~~ **twenty-four (24) days, or five (5) work weeks**, per starting from the first day of employment.
- ~~v)-viii)~~ ~~A maximum of ten (10) unused sick days, exclusive of the employee's annual entitlement, may be carried over to the next employment year, but not accrued beyond that employment year.~~
- ~~vi)-ix)~~ Accumulated sick leave may be used in the event of illness or disability of the employee or the employee's dependent child, or, in the case of critical illness, a member of the employee's immediate family who permanently resides with the employee.

It is understood that an employee, while on sick leave, is not to engage in other employment or consulting outside of WAVAW. The employee may be subject to discipline or discharge if found to have fraudulently claimed sick leave while working.

E&OE
Signed off this 29 _____ day of July _____ 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:17 am [AGREED]
UP#13	Article 26.12 NEW	New language – changes brought in ESA Part 6	

26.12 Critical Illness or Injury Leave

An employee will be entitled to unpaid leave to care for a family member whose health has significantly changed due to critical illness or injury. A family member includes immediate family, as well as other relatives and individuals considered to be like family regardless of blood, adoption, marriage, or common-law partnership.

- 1) **An employee who requests leave under this Article is entitled to the following:**
 - a) **up to 16 weeks to provide care or support to a family member who is 19 years of age or older; or,**
 - b) **up to 36 weeks to provide care or support to a family member who is under 19 years of age at the start of the leave.**
- 2) **The leave must be taken in units of one or more weeks and the employee is entitled to take different periods of leave within 52 weeks of the first day leave is taken. If the life of the family member remains at risk 52 weeks after the first leave began, the employee may take another leave after obtaining a new certificate.**
- 3) **The Employer reserves the right to request a certificate from a medical practitioner or nurse practitioner, and the cost will be borne by the Employer. This certificate must set out the following:**
 - i) **length of the leave required;**
 - ii) **that the leave is needed to attend to the family member whose state of health has changed to the extent the family member's life is at risk from the illness or injury; and,**

E&OE

Signed off this 9TH _____ day of July _____ 2021

For the Union

For the Employer

- ii) that the family member's needs can be met by someone who is not a health professional.

AGREED



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU	July 27, 2021 [Agreed]	
UP#14	Article 26.13 NEW	Gender Transition Leave	

26.13 Gender Transition

- a) An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo medical intervention to seek surgical reconstruction or alignment with their gender, will be granted four (4) days of paid leave for the procedure required during the transition.
- b) The employee will be entitled to provisions of other leaves as seen in either Article 26.12 Other Leave of Absence (Leave without Pay) or Article 26.06 Sick Leave.
- c) The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

E&OE

Signed off this 27th _____ day of July _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WAVAW PROPOSALS - 2021 Union Proposals (UP Item)

Agreed to
on Sept 23 @ 2:21pm

Union Counter v.4 to ER 34 (v2)			
Number E34 v. 2	Affected Article/MOU	Date: Sept 21, 2021	Time: Sept 2:21pm
	COUNTER TO E34 – will include our UP15	26.08 Personal Leave (hybrid with our proposal for new article 26.14)	

UNION'S COUNTER TO E34

26.08 Personal Leave

a) Personal /Spiritual and Cultural Leave

In an effort to acknowledge circumstances often encountered by employees to attend to their responsibilities associated with, ~~moving~~, attending a wedding, to assist at a birth or adoption of a child in their "immediate family, an employee will be entitled to personal leave.

Further to this, an employee will be able to attend to their spiritual, cultural and religious practices, such as ~~or for~~ the observance of a holiday, practice, ceremony, or an event related to the employee's religion, spiritual or cultural background and therefore the following will apply:

- i) ~~Full-time~~ Regular employees shall be entitled to five (5) paid personal leave or spiritual and cultural leave days to be taken in the calendar year.
- ii) ~~Part-time employees shall be entitled to paid personal leave days at a pro-rated amount according to the hours worked per month.~~
- iii) Casual employees are not entitled to paid personal days.
- iv) Personal leave or spiritual and cultural leave days do not accumulate from year to year and therefore may not be carried over to the next employment year.

E&OE

Signed off this

day of

20

For the Union

For the Employer

- v) Requests for personal leave or spiritual and cultural leave days must be in writing, prior to the time requested and are subject to the approval of the Executive Director. Such leave requests shall not be unreasonably denied.

It is understood that the above leave provision provides for every employee that identifies as Indigenous to engage in Indigenous traditional and ceremonial practices in adopting the Truth and Reconciliation call to action recommendations.

b) Moving

- i) Regular employees shall be entitled to two (2) paid personal leave days for moving to be taken in the calendar year and will not accumulate from year to year and therefore may not be carried over to the next employment year.
- ii) Casual employees are not entitled to paid personal days.
- iii) Requests for personal leave days must be in writing, prior to the time requested and are subject to the approval of the Executive Director. Such leave requests shall not be unreasonably denied.



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Employer Counter Proposal Number: UP16
Affected Article/MOU : Benefits Article 26.15 (new)
Date: July 29th, 2021
Time:

Union			
Number	Affected Article/MOU	Date: August 12, 2021	Time: 3:30 PM
UP# 16	Article 26.15 New (v2)	<i>New Language</i>	

26.15 Quarantine Leave

- a) An employee is entitled up to three (3) days of paid leave for time lost due to quarantine or self-isolation where they are unable to work, as certified by a qualified medical practitioner or by the British Columbia Centre of Disease Control (BCCDC).
- b) If an employee is still required to be in quarantine or in self-isolation, they may utilize their sick leave entitlements until such time as they have either exhausted their sick leave or certified to return to work.
- c) If applicable, an employee may be accommodated to work from home during quarantine or self-isolation leave if they are functionally able, as certified by a qualified medical practitioner.

E&OE
Signed off this 12 _____ day of August _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 2.01 PM [AGREED]
UP #17	Article 26.16	Bring LOU#2 into body of C/A and change title and increase days then renumber remaining article.	

Employer
Affected Article/MOU : Employer counter to UP#17
Date:
Time:

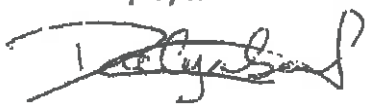
26.16 Gender-Based Violence and the Workplace

The Employer agrees to recognize that employees or an employee's child or dependent sometimes face situations of violence or abuse in their personal life **that are directly related to their gender**, that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that an employee who is in an abusive or violent situation, will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

- a) The Employer agrees to grant an employee up to twelve (12) days of paid leave per calendar year to deal with issues related to **gender-based violence**. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic or sexual violence shall not be unreasonably denied.
- b) Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by

E&OE

Signed off this _____ day of _____ 20____

<p>For the Union</p> <hr/>	<p>For the Employer</p> 
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(Canadian Office and Professional Employees Union, Local 378)

WAVAW PROPOSALS - 2021 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
		<i>Oct 20, 2021</i>	<i>3:38</i>
UP# 18	Article 32.01	Duration of Term	

32.01 Duration – 3 years

This Agreement shall be binding and remain in full force for the period from and including ~~May 1, 2018~~ May 1, 2021 to and including ~~April 30, 2021~~ April 30, 2024.

~~The following provisions shall take effect and be binding upon the Employer and the Union for a period commencing the first (1st) Day of May 2018 and ending the 31st of April 2021 SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.~~

E&OE

Signed off this _____ 20th day of October _____ 2021 _____

For the Union

For the Employer



WAVAW PROPOSALS - 2021 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union,
Local 378)

Union Number	Affected Article/MOU	Date: October 20, 2021	Time: Agreed 3:48 pm
UP# 19	Appendix A	General Wage Increase	

WAVAW aims to maintain a compensation package that is designed to support the organization in attracting and retaining high calibre talent and ensuring that employees are rewarded consistently and fairly across the organization through market competitive practices. A compensation review was completed, and a framework was created that provides for the implementation of Bands and Step Increases.

Salary Bands and Length of Service

- a) All job classifications have been reviewed and have been assigned to a Band level, see the table below:

SALARY SCALE - May 1, 2021 - April 31, 2024					
Job Group	Current Job Title	Proposed Job Title	Step 1 Hourly Rate	Step 2 Hourly Rate	Step 3 Hourly Rate
U4	Not Applicable at this time				
U2	Administrative Assistant	Administrative Assistant	\$19.90	\$20.60	\$21.32
U3	Victim Services Relief Worker / Hospital Accompaniment	Victim Services Relief Worker / Hospital Accompaniment	\$23.47	\$23.55	\$24.37
U4	Sexual Assault Counselor Level 1	Sexual Assault Counselor Level 1	\$25.00	\$25.88	\$26.79
U4	Indigenous Sexual Assault Counselor	Indigenous Sexual Assault Counselor Level 1	\$25.00	\$25.88	\$26.79
U4	Sexual Assault Counselor Meaningful Inclusion Level 1	Sexual Assault Counselor Meaningful Inclusion Level 1	\$25.00	\$25.88	\$26.79
U4	Victim Services Worker Level 1	Victim Services Worker Level 1	\$25.00	\$25.88	\$26.79
U4	Stewardship Coordinator	Stewardship Coordinator	\$25.00	\$25.88	\$26.79
U4	Sexual Assault Response Worker	Sexual Assault Response Worker	\$25.00	\$25.88	\$26.79
U5	Grants And Major Gifts Coordinator	Grants And Major Gifts Coordinator	\$26.50	\$27.43	\$28.39
U5	Victim Services Worker Level 2	Victim Services Worker Level 2	\$26.50	\$27.43	\$28.39
U5	Counselor Level 2	Sexual Assault Counselor Level 2	\$26.50	\$27.43	\$28.39
U5	Indigenous Counselor	Indigenous Counselor Level 2	\$26.50	\$27.43	\$28.39
U5	Volunteer Coordinator	Volunteer Coordinator	\$26.50	\$27.43	\$28.39
U5	Transformative Justice Counsellor	Transformative Justice Counsellor Level 2	\$26.50	\$27.43	\$28.39
U5	Outreach Coordinator	Educational Outreach Project Lead	\$26.50	\$27.43	\$28.39
U5	Sexual Assault Counselor Meaningful Inclusion Level 2	Sexual Assault Counselor Meaningful Inclusion Level 2	\$26.50	\$27.43	\$28.39
U5	Communications and Engagement Coordinator	Communications and Engagement Coordinator	\$26.50	\$27.43	\$28.39
U5	Victim Services Medical Support Worker	Victim Services Medical Support Worker	\$29.20	\$30.22	\$31.28
U6	Indigenous Program Coordinator	Indigenous Counselor Level 3 / Coordinator	\$29.20	\$30.22	\$31.28
U6	Victim Services Worker Level 3 / Coordinator	Victim Services Worker Level 3 / Coordinator	\$29.20	\$30.22	\$31.28
U6	Transformative Justice Project Lead	Transformative Justice Project Lead	\$29.20	\$30.22	\$31.28
U6	Meaningful Inclusion Project Lead	Meaningful Inclusion Project Lead	\$29.20	\$30.22	\$31.28
U6	Counselor Level 3 / Coordinator	Sexual Assault Counselor Level 3 / Coordinator	\$29.20	\$30.22	\$31.28
U6	Inclusion Counselor Level 3 / Coordinator	Inclusion Counselor Level 3 / Coordinator	\$29.20	\$30.22	\$31.28

[Type here]

- b) Further to the job classifications being assigned to the Band levels, a length of service increase will also come into effect.
- c) Length of Service is the progression along the salary scale at twelve (12) month intervals, based on the employee's date of hire, this will be known as a step increase. An employee will progress along the salary schedule up to Step 3, the maximum step.
- d) Once an employee has reached Step 3 of the progression, they will receive no further step increases, however, they will be entitled to all general wage increases.

The tables below show the salary schedule for each band for current bargaining unit positions:

Hourly Rate Schedule						
May 1, 2021 - April 30, 2024						
Bands	Steps					
	1	2	3	4	5	6
U1						
U2	\$19.90	\$20.60	\$21.32			
U3	\$22.75	\$23.55	\$24.37			
U4	\$25.00	\$25.88	\$26.79	\$27.74		
U5	\$26.50	\$27.43	\$28.39	\$29.79	\$31.00	\$32.08
U6	\$29.20	\$30.22	\$31.28			

Annually Rate Schedule						
May 1, 2021 - April 30, 2024						
Bands	Steps					
	1	2	3	4	5	6
U1						
U2	\$36,218.00	\$37,492.00	\$38,802.40			
U3	\$41,405.00	\$42,861.00	\$44,353.40			
U4	\$45,500.00	\$47,101.60	\$48,757.80	\$50,488.40		
U5	\$48,230.00	\$49,922.60	\$51,669.80	\$53,481.40	\$55,166.00	\$56,808.00
U6	\$53,144.00	\$55,000.40	\$56,929.60			

E&OE

Signed off this 20th day of October __2021__

For the Union



For the Employer



Salary Bands Implementation

- a) **Upon ratification of the collective agreement, all bargaining unit employees shall be placed in the appropriate Band level and Step based on their years of service and current wage rate. (See attached Schedule A)**
- b) **Upon completion of placing all employees at the appropriate Band Level and Step, all bargaining unit employees who fall outside of the steps, or are being blue-circled, shall receive a retroactive wage increase of one percent (1%), dating back to May 1, 2021.**
- c) **All employees who have been placed in the appropriate Band Level and Step, will receive the difference between what their new rate of pay and their previous rate of pay retroactively to May 1, 2021.**
- d) **It is understood that all employee who are placed into Band Level and Steps will not receive a general wage increase effective May 1, 2021.**
- e) **Newly hired employees will be placed into Step 1 of the Band Level of the job classification they are hired into.**
- f) **Currently there are employees who are above the Band Level and Step 3 level who will be blue-circled, these rates are denoted in the table above in the step 4, 5 and 6 rates. It is understood that these employees will continue to receive general wage increases until such time as they retire, resign or leave the employ of WAVAW. The step 4, 5 and 6 in the corresponding Band Levels will be removed once the blue circled employee are no longer with the Company.**
- g) **By definition, "blue circling" shall mean that an employee's salary will be maintained above the maximum Step of their Band Level for their job classification, and they will receive all subsequent negotiated general wage increases.**
- h) **The General Wage Increases will apply for the following years:**
 - **May 1, 2022 – April 30, 2023** 2%
 - **May 1, 2023 – April 30, 2024** 2%

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Signed off this 20th day of October __2021__

For the Union



For the Employer



Schedule A – Band Placement (current employees)

First & Last Name	Current Position/ Job Title	Updated Job Title	Outdated job title	Start Date	Current Hrly Rate	
[REDACTED]	Volunteer Coordinator	Volunteer Coordinator	Volunteer and Educational Outreach Coordinator	Sept. 13, 2016	[REDACTED]	[REDACTED]
[REDACTED]	Educational Outreach Project Lead	Educational Outreach Project Lead	Outreach Coordinator	July 5, 2021	[REDACTED]	[REDACTED]
[REDACTED]	Sexual Assault Response Worker	Sexual Assault Response Worker	-	April 19, 2021	[REDACTED]	[REDACTED]
Char Bayer	Grants And Major Gifts Coordinator	Grants And Major Gifts Coordinator	Community Giving Coordinator	October 5, 2020	\$27.74	U5 - Step 3
Felix Gilliland	Meaningful Inclusion Project Lead	Meaningful Inclusion Project Lead	Community Engagement and Inclusion Coordinator	Nov. 10, 2017	\$28.57	U6 - Step 1
Joslyn Balns	Victim Services Worker	Victim Services Worker Level 2	Victim Services Worker	Sept 18, 2019	\$27.74	U5-Step 3
ren Corbet	Victim Services Medical Support Worker	Victim Services Medical Support Worker	-	Sept 21, 2019	\$28.79	U6 - Step 1
[REDACTED]	Communications and Engagement Coordinator	Communications and Engagement Coordinator	Fund Development Coordinator	May 17, 2021	[REDACTED]	[REDACTED]
Ljudmila Petrovic	Transformative Justice Counsellor	Transformative Justice Counsellor	-	Nov. 1, 2019	\$28.29	U5-Step 3
Michell Holmquist	Victim Services Coordinator	Victim Services Worker Level 3 Coordinator	Victim Services Coordinator	June 5, 2018	\$30.65	U6-Step 3
Nic Wayara	Transformative Justice Project Lead	Transformative Justice Project Lead	-	Feb 2, 2021	\$28.79	U6 - Step 1
[REDACTED]	Administrative Assistant	Administrative Assistant	Office Manager	Nov 4, 2020	[REDACTED]	[REDACTED]
Rebecca Brass	Indigenous Counsellor	Indigenous Counsellor Level 2	Indigenous Counsellor	April 8, 2015	\$28.29	U5-Step 3
[REDACTED]	Sexual Assault Counsellor	Sexual Assault Counsellor Level 1	Sexual Assault Counsellor	Feb 2, 2021	[REDACTED]	[REDACTED]

E&OE

Signed off this 20th day of October 2021

For the Union



For the Employer



Tammy Desjardins	Indigenous Program Coordinator and Counsellor	Indigenous Counsellor Level 3 Coordinator	Indigenous Program Coordinator and Counsellor	March 28, 2018	\$29.30	U6-Step 2
[REDACTED]	Sexual Assault Response Worker	Sexual Assault Response Worker	-	April 19, 2021	[REDACTED]	U5-Step 4
[REDACTED]	Sexual Assault Response Worker	Sexual Assault Response Worker	-	April 29, 2021	[REDACTED]	U4-Step 4
[REDACTED]	Bookkeeper	Bookkeeper	-	August 28, 2008	[REDACTED]	U6-LOU
[REDACTED]	Sexual Assault Counsellor Level 1	Sexual Assault Counsellor Level 1	Counsellor Level 1	September 13, 2021	[REDACTED]	U4-Step 4
[REDACTED]	Sexual Assault Counsellor Level 1	Sexual Assault Counsellor Level 1	Counsellor Level 1	September 13, 2021	[REDACTED]	U4-Step 4
[REDACTED]	Sexual Assault Counsellor Level 3 /Coordinator	Sexual Assault Counsellor Level 3 /Coordinator	Counsellor Level 3 / Coordinator	September 23, 2021	[REDACTED]	U6-Step 2
[REDACTED]	Sexual Assault Counsellor Level 2	Sexual Assault Counsellor Level 2	Counsellor Level 2	September 23, 2021	[REDACTED]	U5-Step 4
[REDACTED]	Stewardship Coordinator	Stewardship Coordinator	-	September 20, 2021	[REDACTED]	U6-7
[REDACTED]	Victim Services Relief Worker / Hospital Accompaniment	Victim Services Relief Worker / Hospital Accompaniment	-	January 3, 2021	[REDACTED]	U3-Step 4
[REDACTED]	Victim Services Relief Worker / Hospital Accompaniment	Victim Services Relief Worker / Hospital Accompaniment	-	June 7, 2018	[REDACTED]	U3-Step 4
[REDACTED]	Victim Services Relief Worker / Hospital Accompaniment	Victim Services Relief Worker / Hospital Accompaniment	-	September 22, 2015	[REDACTED]	U3-Step 4
[REDACTED]	Victim Services Relief Worker / Hospital Accompaniment	Victim Services Relief Worker / Hospital Accompaniment	-	August 10, 2021	[REDACTED]	U3-Step 4

E&OE

Signed off this 20th day of October __2021__

For the Union



For the Employer



<p>Parent [Redacted]</p>	<p>Victim Services Relief Worker / Hospital Accompaniment</p>	<p>Victim Services Relief Worker / Hospital Accompaniment</p>	<p>-</p>	<p>August 10, 2021</p>	<p>[Redacted]</p>	<p>[Redacted]</p>
<p>Grand [Redacted]</p>	<p>Victim Services Relief Worker / Hospital Accompaniment</p>	<p>Victim Services Relief Worker / Hospital Accompaniment</p>	<p>-</p>	<p>January 3, 2021</p>	<p>[Redacted]</p>	<p>[Redacted]</p>

[Redacted] these individuals will need to be blue-circled

E&OE

Signed off this 20th day of October 2021

For the Union



For the Employer



employees in order for them to deal with issues related to **gender-based violence** shall not be unreasonably denied.

- c) In addition to the time referred to above, the employee will be entitled up to another fifteen (15) weeks of unpaid leave to be taken at a minimum of one day or more. Such leave will not be unreasonably denied.
- d) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning **gender-based violence** should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.

26.17 Other Leaves of Absence



a) Leave Without Pay

- I) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Wherever possible leave of absence should be requested in writing at least three (3) weeks before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
- II) In the event a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for Health Insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

b) Education and Professional Development Leave

Upon the request of an employee, a leave of absence without pay may be granted for educational purposes up to a maximum of one (1) year. Such leave shall not be unreasonably withheld and may be renewed by mutual agreement.

c) Voting Leave

E&OE	
Signed off this 9 TH day of July 2021	
For the Union 	For the Employer 

Any employee who is eligible to vote in any Federal, Provincial, Municipal, First Nations or other Aboriginal elections(s) or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their vote. All employees will be paid at their regular rate of pay.

d) Special Leave – Unforeseen Circumstances

It is recognized that there may be cases where an employee may be prevented from reporting to work due to extreme weather conditions or unforeseen circumstances not directly attributable to the employee. In such cases, and where conditions warrant it, special leave with pay may be granted to an employee. Special leave shall not be unreasonably denied.

AGREED

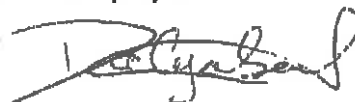
E&OE

Signed off this 9TH day of July 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		June 24, 2021	[Agreed] 11:03 am
UP#20	LOU#2	Delete – move into body of Collective Agreement	

Letter of Understanding #2

Domestic Violence and the Workplace

~~The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that once there is verification from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.~~

- ~~a) The Employer agrees to grant an employee up to ten five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.~~
- ~~b) Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.~~
- ~~e) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.~~

E&OE

Signed off this _____ 27 day of July _____ 2021 _____

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP# 21	LOU#3	Open for Discussion	

OPEN FOR DISCUSSION – NEED ACTION OF PLAN

Letter of Understanding #3

REGISTERED RETIREMENT SAVINGS PLAN

The Company acknowledges and is interested, and of course sees the absolute value in supporting staff to plan for long term stability. The Company, in its attempt to provide a registered retirement savings plan, will continue to explore options available with various providers.

It is understood that there are some ongoing discussions with Canada Life currently and as such and once confirmed, the Parties agree to reconvene to discuss the likelihood of a registered retirement savings plan, no later than December 31, 2021.

~~The Company acknowledges and is interested, and of course sees the absolute value in supporting staff to plan for long term stability. The Company, in its attempt to provide a registered retirement savings plan, has identified its interest in taking part in the Common Good National Plan when it launches.~~

~~The Parties agree to reconvene discussions when the particulars of the Common Good National Plan is launched and enrollment may be initiated.~~

~~Notwithstanding the above, the Parties will agree to meet no later than June 30, 2019 to discuss the registered retirement savings plan, and/or the progression of the Common Good National Plan.~~

E&OE

Signed off this 20 _____ day of September _____ 2021 _____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WAVAW
PROPOSALS 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: Sept 20, 2021 @	Time: 12:15 pm
UP #22	LOU #? NEW	Workload Review Committee	

Letter of Understanding #?

Workload Issues – Joint Labour Management Meetings

- a) The Parties recognize the importance of discussions regarding workload. Employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisors. Excessive workloads are of concern to Employees, the Union and the Employer.
- b) Workload may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive.
- c) The Parties agree to include a standing agenda item to include fulsome and actionable discussions around workload issues experienced and raised by employees working at WAVAW.
- d) In the event that the workload issues are unresolvable through the Joint Labour Management meetings, it is understood and agreed that the matter will be forwarded to the Joint Local Occupational Health and Safety Committee where it will be addressed through the WorkSafeBC process.
- e) Inability to meet performance requirements where the workload is excessive or unreasonable shall not constitute grounds for any discipline, discharge or termination or any negative performance assessment.

E&OE
Signed off this 20th day of September 2021

For the Union

For the Employer

**WAVAW
PROPOSALS - 2021
Employers Counter to Union Proposal**

Union			
Number	Affected Article/MOU	Date: Sept 23, 2021	Time: 11:38 am
UP#23	New 7.07	NEW - Indemnity Clause	

[2:14 pm Agreed]

Employer Counter to UP#23
Affected Article/MOU : NEW - Indemnity Clause
Date:
Time:

Indemnity

~~Where an employee's work-related actions and activities did not constitute neglect or negligence, the Employer shall indemnify, defend and hold harmless from liability (including such things as claims, assessments, fines, penalties, judgements, actual damages, punitive damages, demands, debts, suits, actions, liens, judgments, costs, expenses or attorney's fees) the employee where the liability results from the employee's activities carried out pursuant to the obligations of their employment.~~

7.07 Indemnity

(a) Civil Actions - Except where there has been gross negligence on the part of an employee, the Employer will:


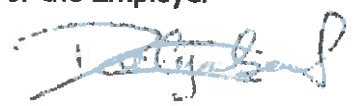
- (i) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and**
- (ii) assume all costs, legal fees, and other expenses arising from any such action.**

(b) Criminal Actions - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee will be reimbursed for reasonable legal fees.

(c) The Employer will have the sole and exclusive right to settle any claim, action or judgment or bring or defend any litigation in respect of them.

E&OE

Signed off this **23rd** day of **September** **2021**

<p>For the Union</p> 	<p>For the Employer</p> 
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(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: October 20, 2021	Time: 3:50 PM
UP# 24	15.02	<i>Amend and Add New Language</i>	

15.02 Job Descriptions

- a) The Employer agrees to provide a job description that clearly and specifically shall describe the basic responsibilities of each of the classifications established in this Agreement. Such descriptions, when developed, **or changed**, shall be attached as an appendix of this Agreement **forwarded to the Union.**
- b) **An employee required by the Employer to perform work temporarily in a higher job classification other than their normal classification, for more than (35) thirty five hours shall be paid the higher classification rate for all hours worked.**
- c) **An employee required by the Employer to perform work temporarily in an excluded Managerial classification than their normal classification, for more than two (2) weeks shall be paid the M8 Step 1 Manager rate of \$33.30 for the time worked.**

E&OE

Signed off this 20th

day of October

2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP# 25	17.09	<i>New Language = Professional Membership, Registration and License Fees</i>	

17.09 Professional Membership, Registration and License Fees

The Employer shall fully reimburse an employee for payment by the employee of membership, registration or license fees to an organization or governing body which establishes standards for or otherwise regulates the employee's profession or type of work performed by the employee. No such membership, registration or licensing shall be established by the Employer as a condition of employment or as a job requirement, except in accordance with the provisions of Article 15.02, in which case the Employer shall pay all costs for the acquisition and maintenance of any such membership, registration or license fees for eligible employees.

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: <i>Oct 20 - 2021</i>	Time:
UP# 26	LOU#?	Bookkeeper	

Letter of Understanding #?

Re: Bookkeeper Job Classification

The Bookkeeper job classification is included in the MoveUP bargaining unit as per the BC Labour Board decision dated February 25, 2021. Given the unique nature of the current incumbent's length of service and hourly wage rate, the Parties agree to the following:

1. The current incumbent, Yvonne Ding, will have her hourly rate blue-circled, however she will be entitled to receive all subsequent negotiated general wage increases until such time as she leaves the employ of WAVAW.
2. Ms Ding is a part-time regular employee who will be working the following hours of work:
 - a) Work week will be Monday, Tuesday and Thursday of each week.
 - b) Work hours will be from 8:00 am to 5:15 pm, unless otherwise varied by an averaging agreement.
3. It is further agreed that once Ms. Ding leaves the employ of WAVAW, the Parties will meet and engage in discussions regarding the Band Level placement to be utilized and any amendments to the Bookkeeper job description. Any disputes will be subject to the grievance procedure.

E&OE

Signed off this 20th _____ day of October _____ 2021_____

For the Union

For the Employer

Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at 10:30am

[Tabled @ 11:04am]

Employer Proposal Number E1
Affected Article/MOU Article 7.03 Respectful Workplace- Personal/Sexual Harassment
Date: June 22 - 2021
Time: 11:04 am

7.03 Respectful Workplace- Personal/Sexual Harassment:

The Employer seeks to change/expand the definitions related to this article.

‡ **Bullying:** any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that person to be humiliated or intimidated. Bullying excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

Complainant: the individual who is accusing another of bullying and/or harassment.

‡ **Discrimination:** when an employee suffers adverse treatment based on the employee or job applicant belonging to a protected group under human rights legislation or a characteristic associated with that group. At work, this might mean that someone is denied a job, a pay increase or a promotion, because of, amongst other grounds, their age, sex, skin colour, place of origin, or characteristics or behaviours connected to that status (i.e. pregnancy being a condition associated with having a uterus).

Disrespectful Conduct: harassing or bullying behavior directed against another person that a reasonable person knows, or ought to know, would cause offence, humiliation, or intimidation. Disrespectful conduct does not have to be based on a prohibited ground under the BC *Human Rights Code*.

Incident: an accident or other occurrence which resulted in, or had the potential for, causing an injury or occupational disease.

Personal and Psychological Harassment: any behavior by an employee directed against another employee that a reasonable person would know, or ought to know, would have the effect of adversely interfering with that person's work or participation in work-related activities, or that creates a hostile, intimidating or offensive environment for work or participation in work-related activities. Harassment which is based on a prohibited ground may be discrimination. Harassment which is not based on a prohibited ground may be disrespectful conduct.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at 10:30am

Examples of personal and psychological harassment include, but are not limited to:

- Remarks, jokes or innuendos related to an individual's race, colour, creed, national origin, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, age, or any other ground
- Physical threats or intimidation
- Words, gestures, actions, or jokes, which may humiliate, degrade or abuse, including intentionally using incorrect pronouns to refer to an individual
- Displays or circulation of offensive pictures, graffiti, or materials, whether in print form or via email, or other electronic means
- Comments ridiculing an individual because of characteristics, dress, etc. that are related to a ground of discrimination

Note: Not everyone may share the same taste in humour and consider that when sharing humour in the workplace. Similarly, not every unwelcome attempt at humour is harassment.

Respectful Workplace is defined as:

- An environment that is free from workplace harassment and discrimination as prohibited by the BC *Human Rights Code*, as well as workplace violence and bullying and harassment as defined herein
- An environment that embraces diversity and promotes human dignity and respectful behaviours at work. It is a work environment where employees feel comfortable, safe, and valued as individuals
- An environment that promotes a healthy work environment where employee concerns and complaints are acknowledged and dealt with in a timely and effective manner, while respecting the privacy of all concerned as much as possible

Respondent: the individual who is being accused of behavior described under this Article.

* **Retaliation:** any adverse action (i.e. false accusations) taken against an individual for:

- Having invoked the Article in good faith whether on behalf of oneself or another individual
- Having participated or cooperated in any investigation under the Article
- Having been associated with a person who has invoked the Article or participated in these procedures

Sexual Harassment refers to:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome or offensive

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

- Making an unwelcome sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person expressly or by reasonable implication ties the receipt of such benefit or advantage to accepting the solicitation or advance (“quid pro quo” harassment)

Examples of sexual harassment include, but are not limited to:

- Remarks, jokes, innuendoes or other comments regarding someone’s body, appearance, physical or sexual characteristics or orientation or gender or clothing
- Making gender-related comments about someone’s physical characteristics, mannerisms, or conformity to sex-role stereotypes and/or conformity to any particular performance of gender expression
- Displaying of sexually offensive or derogatory pictures, cartoons, or other material (including materials on computers, i.e. email)
- Unwelcome questions or sharing of information regarding a person’s sexuality, sexual activity, or sexual orientation
- Leering or inappropriate sustained staring
- Unnecessary and unusual physical closeness i.e. needlessly brushing up against another employee’s body when passing
- Repeatedly seeking hugs, dates, or sexual favours where not welcomed, particularly by a superior or person in a position of relatively higher power or status within the organization
- Sexual solicitation or romantic advances or propositions made by a person in a position to confer or deny a benefit or advancement to acceptance is an explicit or implied condition of receiving such benefit or advancement
- Unwanted physical touching

Workplace Violence refers to:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker

Examples of workplace violence include, but are not limited to:

- Verbally threatening to attack an employee
- Leaving threatening notes at or sending threatening emails to the workplace

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp

Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at 10:30am

- Shaking a fist in an employee's face
- Hitting or threatening to hit an employee
- Throwing an object at an employee
- Sexual violence against an employee
- Kicking an object, the employee is standing on, i.e. ladder
- Slamming a door with the intent to intimidate a staff member
- Creating a toxic work environment
- Causing emotional or physical harm with intent

Assault, damage to personal or WAVAW property, and stalking are considered criminal harassment and are dealt with by the *Criminal Code*.

For workplace violence to occur, a person must apply, attempt to apply, or threaten to apply physical force against a worker. However, they do not need to have the intention or capacity to appreciate that these actions could cause physical harm.

If an incident of workplace violence occurs or is likely to occur, an employee must immediately contact management.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp

Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at ~~10:30am~~ 11:05am

Employer Proposal Number: E2
Affected Article/MOU Article 7.04 Harassment Complaints
Date: June 22-2021
Time: 11:05am

The employer seeks to update this language

Individuals are not to be penalized or disciplined for reporting an incident or for participating in an investigation. Any attempt to retaliate or threaten retaliation against an employee who filed a complaint in any way, including through social exclusion, by the alleged perpetrator or anyone sympathetic to the employee is strictly prohibited, as is any interference with the proper conduct of an investigation, such as trying to influence witness' evidence. Breach of this requirement will result in discipline.

It is equally serious for an employee to make a false or bad faith claim of discrimination, workplace violence, bullying or harassment and any employee found to have done so will be subject to discipline up to and including termination. Employees should be particularly aware that a manager's criticism of performance or conduct, will normally not be considered harassment, provided it is not done in an offensive or humiliating manner.

The Article is not intended to limit or constrain the reasonable exercise of management function in the workplace.

The Article applies to interpersonal and electronic communication, including email and social media.

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident of bullying and harassment. This allows the incident to be investigated and addressed promptly.

A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and the witnesses.

The complainant and the respondent, if they are members of the Union will both have the right to union representation.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

A complainant has the right to file a complaint under the *BC Human Rights Code*.

Employees can report incidents or complaints of workplace harassment, discrimination and/or bullying verbally or in writing but a written complaint will be required where an investigation is done. Employees will be asked the name and position of the person(s) involved in the bullying, harassing or discriminating, the names of any witnesses or other persons with relevant information to provide about the incident(s), the existence of documentary evidence (i.e. texts, emails, posts to websites) and to detail what has been happening to the employee including the date(s), frequency and location(s) of the alleged incident(s).

If an employee sees others behaving in a way that is contrary to the Article, the employee may, if they feel comfortable doing so, speak respectfully to the Respondent but in cases of serious breach of the Article, it is mandatory to bring the matter to the attention of the Operations Manager and/or Executive Director.

If an employee's complaint is about the Executive Director, they can contact the HR Department or the Chair of the Board of Directors.

Employees that are found to be engaging in behaviour that breaches the Article will be supported to change behaviour so that it conforms to the expectations outlined in the Respectful Workplace Article and may also be disciplined. Employees that are unwilling or unable to amend behaviour or are found responsible for serious breaches of this Article will be subject to discipline up to and including termination of employment.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp
Employer Proposal
Without Prejudice and E&OE
Tabled on June 22nd, 2021 at ~~10:30am~~ 11:06 am

Employer Proposal Number: E3
Affected Article/MOU Article 7.05 Harassment Complaints Procedure
Date: June 22-2021
Time: 11:06 am

The employer wishes to update the language

Complaint Resolution Process:

1. In less serious cases, WAVAW may offer the complainant, the option of informal complaint resolution, typically involving facilitating a resolution of the problem with the respondent.
2. If they request a more formal resolution or in cases of serious misconduct, a formal investigation will be undertaken if management determines the complaint falls within the Article and may have merit. The investigation will be undertaken by an appropriate employee or external resource as WAVAW determines is appropriate.
3. Depending on the nature of the complaint, the investigation may entail interviewing the complainant, witnesses, and the Respondent and review of documents or other evidence. In some cases, interim protective measures may be taken during the investigation i.e. arranging for the complainant and Respondent to work in separate areas.
4. It is in the best interests of everyone involved in a complaint that the matter be treated in confidence. To protect the interests of everyone involved, confidentiality must be maintained throughout the complaint resolution process. Information that must be shared, particularly in an investigative process, will be disclosed only as necessary to protect employees, to investigate the complaint or incident, to take remedial action or as otherwise required by law. In most cases, it will be necessary to disclose the details of allegations of misconduct and often this will effectively disclose the source of information to the Respondent to allow them to respond to the allegations. Both the Complainant(s) and Respondent, as well as co-workers must not discuss the complaint or allegations or evidence. Breach of this requirement will lead to discipline up to and including termination.
5. At the conclusion of an investigation, WAVAW will determine whether any remedial action such as discipline is warranted and share the key findings and remedies of the investigation with the complainant and respondent.

Note: Privacy rules, as well as other considerations, will limit the extent of disclosure of details of the investigation to all participants.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:12 am [AGREED]
UP#		<i>Counter to E4</i>	

Union Counter to E4

Employer Proposal Number: E4
Affected Article/MOU Seniority Article 9.08 (b)
Date:
Time:

** Amendment is really for 9.08 (a)...

9.08 Seniority List

- (a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, ~~job group, designated permanent headquarters, pay level,~~ and seniority date of each employee in the bargaining unit.
- (b) The seniority list described in Clause 9.8(a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union.
- (c) Publication of the seniority list, as prescribed by Clause 9.8(b) above, shall not prejudice the right of any employee, or the Union to allege at any time, improper seniority calculation or credit and to seek correction.

E&OE

Signed off this 27 _____ day of July _____ 2021 _____

For the Union

For the Employer



Employer Proposal Number: E5
Affected Article/MOU Article 10: Possible addition to article 10. Investigation for WAVAW Policy Breach
Date:
Time:

The employer seeks to add language to the Collective Agreement regarding breaches of WAVAW's policies and procedures and how those breaches will be handled.

When required, The Employer will conduct investigations to evaluate and resolve alleged breaches of WAVAW policy.

Complainant: person alleging a breach of WAVAW policy.

Complaint: a report alleging a breach of WAVAW policy.

Investigation Report: the written report summarizing the investigation and the Investigators findings including:

- Findings of facts
- Assessment of all the evidence
- An analysis and conclusion as to whether the Complaint was substantiated

Investigator: the person appointed by the Executive Director to investigate a Complaint.

Respondent: the person who is alleged to have breached a WAVAW policy.

Terms of Reference: the document prepared by the Investigator that details the scope of the investigation including the allegations to be investigated and the timeline for submitting the Investigation Report.

Investigations will:

- Be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances
- Be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations
- Be sensitive to the interests of all parties involved and maintain confidentiality
- Be focused on finding facts and evidence, including interviews from the complainant, respondent, and any witnesses
- Incorporate, where appropriate, any need or request from the complainant or respondent for assistance during the investigation process



Employer Proposal Number: E5
Affected Article/MOU Article 10: Possible addition to article 10. Investigation for WAVAW Policy Breach
Date:
Time:

The employer seeks to add language to the Collective Agreement regarding breaches of WAVAW's policies and procedures and how those breaches will be handled.

When required, The Employer will conduct Investigations to evaluate and resolve alleged breaches of WAVAW policy.

Complainant: person alleging a breach of WAVAW policy.

Complaint: a report alleging a breach of WAVAW policy.

Investigation Report: the written report summarizing the investigation and the investigators findings including:

- Findings of facts
- Assessment of all the evidence
- An analysis and conclusion as to whether the Complaint was substantiated

Investigator: the person appointed by the Executive Director to Investigate a Complaint.

Respondent: the person who is alleged to have breached a WAVAW policy.

Terms of Reference: the document prepared by the Investigator that details the scope of the investigation including the allegations to be investigated and the timeline for submitting the Investigation Report.

Investigations will:

- Be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances
- Be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations
- Be sensitive to the interests of all parties involved and maintain confidentiality
- Be focused on finding facts and evidence, including interviews from the complainant, respondent, and any witnesses
- Incorporate, where appropriate, any need or request from the complainant or respondent for assistance during the investigation process



24 Hour Crisis Line
Call Toll Free 1-877-392-7583

Outcome:

- 9. The Executive Director or designate, will notify the Complainant and the Respondent in writing of the outcome of the investigation.**
- 10. A Respondent who is found to have breached a WAVAW policy may be subject to disciplinary action up to and including termination of employment.**
- 11. A Complainant who is found to have made a frivolous or vexatious Complaint may be subject to disciplinary action up to and including termination of employment.**
- 12. The Employer may undertake any post-Investigation follow-up or a review of other concerns that may have been identified by the investigator.**

Records:

- 13. Records pertaining to the investigation will be retained in accordance with WAVAW policies.**



(Canadian Office and Professional Employees Union, Local 378)

**WAWAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 27, 2021	Time:
UP#			

Union Counter to E7



Employer Proposal Number: E7
Affected Article/MOU Employer Obligation During Probationary Period
Date:
Time:

13.02 Employer Obligations During Probationary Period

- a) The Employer shall inform a probationary employee of the standards which they are expected to meet during the probation period; and shall also provide all appropriate training and orientation necessary to assist the new employee to meet these standards.
- b) The Employer shall inform a probationary employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the probationary employee.
- c) The Employer will conduct at least one (1) performance evaluation during the probationary period. The review will **consider factors such as:**
 - **attendance**
 - **punctuality**
 - **completing tasks**
 - **adhering to the expectations outlined in their job description**
 - **creating a safe and positive work environment**

E&OE

Signed off this 27 day of July 2021

For the Union 	For the Employer 
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- **developing sustainable wellness plans for themselves to be able to able to support survivors; and.**
- **other performance issues that could reasonably be expected to affect work performance.**

At the evaluation, the manager will make the employee aware of needed improvements in performance or behavior, the timeline for improvement to be demonstrated, and the consequences of unsatisfactory performance or behavior.

- d)** Either prior to, or upon expiration of, the probationary period or any extension of the probationary period, the Employer shall confirm the successful completion of probation by a new employee or otherwise dismiss the employee in accordance with this Article.

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp
Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at 10:30am 11:09 am



Employer Proposal Number: E8
Affected Article/MOU Salaries Article 15.01 and Appendix A
Date: June 22-2021
Time: 11:09 am

The employer proposes to adopt the attached compensation review for leveling, steps, and salary purposes. The employer's intention is to red circle or 'grandfather' all current staff, unless the new structure offers a higher wage, and that this compensation scale would apply to all new staff upon completion of this round of bargaining.

Please see attached PDF file labelled "WAVAW Compensation Report- 2021 Leveling and Proposed Wage Scale to accompany E8"

The employer additionally seeks to add to the Salaries Article by including language that provides opportunity for "acting pay" in situations when an employee steps into a role outside of the union and acts in an excluded position or acts in a level higher than their current level.

The Employer will award acting pay to an employee who leaves their regular position and acts in a position at a higher salary range for a period greater than four (4) weeks. In these cases, the employee may be eligible for a temporary salary adjustment effective the first day of the appointment. Factors to consider include the nature and length of the assignment, the employee's current salary relative to the salary range associated with the assignment, and the scope of the acting responsibilities.

An employee is entitled to acting pay when the following conditions are met:

- The employee is required by The Employer to substantially perform duties of a higher classification level in an acting capacity
- The employee performs the duties
- The employee performs the duties for at least the qualifying period of four (4) weeks

If all three (3) conditions are met, The Employer will:

- Pay acting pay
- Calculate the acting pay from the date on which the employee commenced the work
- Pay acting pay for the period in which the employee acts

The Executive Director will authorize acting pay to an employee.

1. The Executive Director will make the decision to assign primary functions of a higher rated position to another employee on a temporary basis.
2. With the employee, The Employer will discuss and confirm:
 - The start date of the substitution will start and the anticipated duration

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

- That the employee will/will not relinquish regular duties for the duration of the substitution assignment
 - If acting pay is appropriate
3. Once the details have been agreed upon and confirmed, The Employer will prepare a Staff Appointment Form detailing the addition of the acting pay, if acting pay is deemed appropriate.
4. The Employer will forward to the Bookkeeper and keep a copy in the personnel files a:
- Completed Staff Appointment Form
 - Copy of the email/written confirmation of the Executive Director outlining the terms and remuneration related to acting assignment

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union

Gmail
Sept 23
@ 3:38 pm

Employer Proposal Number: E9
Affected Article/MOU Job Descriptions Article 15.02
Date:
Time:

The Employer seeks to put forth Job Descriptions to be included in the Collective Agreement as an Appendix. These Job Descriptions have been updated to include language related to job leveling that we have put forth in this bargaining round. Please see attached digital and hard copies.

Employer Proposal Number: E10
Affected Article/MOU : 15:03 New or Changed Bargaining Unit Positions
Date:
Time:

The employer seeks to add a section:

d) the job leveling worksheet will be used to determine salary and level

Employer Proposal Number: E11
Affected Article/MOU : Entitlement to Training and Education Article 17.04 c i) and 16.02 training for OH&S
Date:
Time:

The employer seeks to change the amount of training available under this article

We seek to change the measurement: Change from "days" to "episodes". "Episodes" can be a maximum of one (1) full- work day.

Entitlement: Reduce from 10 days/episodes to: 5 paid episodes per year

The Employer seeks to change the amount of training for OH&S Committee members to two days (2) or sixteen hours (16) of training annually



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:13 am [AGREED]
EP#12	19.09 (b)		

Union Counter to E12 –


Employer Proposal Number: E12
Affected Article/MOU Layoff, Recall and Severance Article 19.09 (b)
Date:
Time:

(b) Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the employee's last known mailing address or by read receipt email to the **employee's last known personal email address**. A laid off employee is responsible for providing the Employer with their current mailing address, and their **current personal email address**. A copy of each recall notice shall be promptly provided by the Employer to the Union.

E&OE
Signed off this 9th _____ day of July _____ 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:14 am [AGREED]
UP#			

Union Counter to E13 & E14 – moving 20.06 and 20.07 Into Appendix “B”

Employer Proposal Number: E13
Affected Article/MOU Benefits Article 20.06
Date:
Time:

APPENDIX “B” – BENEFITS

Eligibility is defined in the Community Services Benefits Trust (CSBT) handbook. The full benefits package can be accessed online through claim secure. Below is a brief summary:

Extended Health

<i>% Reimbursement of Eligible Expenses</i>	Prescription Drugs	100%
	Hospital	100%
	Health Care Practitioners	100%
	Vision Care	100%
	Other Medical Expenses	100%
	Out-of-Province Medical Referral	100%
	Travel Insurance and Assistance (<i>Out of Province Emergency</i>)	100%
	Travel Cancellation Insurance	100%

Health Care Practitioners - Included

E&OE
Signed off this 27 _____ day of July _____ 2021

For the Union

For the Employer

Maximums shown are per person per calendar year. Where certain practitioners are combined below, the fees of these practitioners are combined for purposes of satisfying the maximum indicated.

Practitioner	Maximum
Acupuncturist	\$500
Chiropractor (includes x-rays)	\$500
Massage Therapist/Orthotherapist	\$500
Naturopath	\$500
Physiotherapist/Physical rehabilitation Therapist	\$500
Podiatrist/Chiropodist (includes x-rays)	\$500
Psychologist/Social Worker/Registered Clinical Counselor (amended September 1,2018)	\$1000
Speech Therapist	\$500

Direct Pay Drug Plan

The Employer shall provide a mutually acceptable Direct Pay Drug Plan (DPDP) which will pay one hundred percent (100%) reimbursement for eligible prescription drugs directly to the pharmacist without any deductible but the employees will be responsible for the administration fee the pharmacy charges for submitting the claim on the employees' behalf.

Dental Care - no deductible

- Basic Dental Care 100%
- Routine Dental Care 100%
- Major Restorative 50%
- Maximum Amount Covered – basic dental care, routine dental care and major restorative
 - Unlimited combined maximum per insured per calendar year

Vision Care

Employees are covered for an annual eye examination by an ophthalmologist or optometrist of their choice for one hundred dollars (\$100.00) once every twenty-four (24) consecutive months based on date of the first paid claim.

Employees are covered in the amount of two hundred and fifty dollars (\$250.00) per twenty-four (24) consecutive months based on date of first paid claim for eyeglasses or contact lenses.

Eyeglasses – contact lenses and laser vision correction

- adults – maximum \$ 250 every 24 months
- dependent children – maximum \$150 every 24 months

Eye Examinations – one examination

- adults – every 24 months
- dependent children – every 24 months

Foot Orthotics

Casted, custom-made orthotics

- \$300 per calendar year

Hearing Aids

- \$500 every 36 consecutive months

Travel Insurance and Assistance

- \$5,000,000 per insured per trip
- Travel cancellation Insurance - Included

Health Spending Account

- Annual Maximum \$250 per employee or family
- Will follow a calendar year of January 1st to December 31

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp

Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at ~~10:30am~~ *11:17am*

Employer Proposal Number: E14
Affected Article/MOU : Benefits Article 20.07
Date: <i>June 22-2021</i>
Time: <i>11:17 am</i>

The employer seeks to move the information in this article out of the body of the collective agreement and simply have all benefits reflected in Appendix B

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Counter E15 & E35			
Number E15 & E35	Affected Article/MOU	Date: August 12, 2021	Time: 3:30 pm
	COUNTER TO E15 & E35		

UNION'S COUNTER TO E15 & E35

Article 20.08 Benefits While on Leave of Absence

Unless otherwise expressly stated in other provisions of the collective agreement, benefits for employees on approved leaves of absence shall be as follows:

a) **Benefit Entitlement After Termination/Resignation**

WAVAW will pay the Employer's and employee's portion of the benefit premium for the remainder of the calendar month that the employee was terminated or resigned in.

b) **Benefits While on Approved Leave of Absence without Pay**

An employee on an approved leave of absence without pay, for reasons other than sick leave for a period of ~~sixteen (16)~~ twenty-four (24) working days or more in any calendar month will be required to pay the whole cost of the benefits plan to have their benefits continue, respect of that month.

c) **Benefits While on Paid Leave:**

The Employer will continue to pay the Employer portion of employee benefits for the duration of the paid leave of absence, for reasons other than sick leave for a maximum of twenty- four (24) working days or six weeks.

E&OE

Signed off this 12

day of August

2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:19 am [AGREED]
ER#16	21.04		

Union Counter to E16 – to remove Article 21.04 (as already in 26.10)

Employer Proposal Number: E16
Affected Article/MOU Medical Certificates and examinations
Date:
Time:

~~21.04 Leave of Absence~~

~~— An employee shall be granted a leave of absence by the Employer while on Workers' Compensation; such time shall be deemed to be time worked. During such leave of absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.~~

** we added the language regarding alternate employment while on leave to the paid sick leave article as it was communicated it was intended for employees on sick leave. See Union's version 2 of UP#12

E&OE
Signed off this 9TH _____ day of July _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: August 13, 2021	Time: 12:48 PM
UP#	22.01 a		

Union Counter to E17 – 22.01 (a)

Employer Proposal Number: E17
Affected Article/MOU Standard Working Hours and Days -
Date:
Time:

22.01 Standard Working Hours and Days

a) Daily and Weekly Hours

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- i) regular office hours will be ~~9:00~~ **8:00** am to 5:00 pm.
- ii) **Standard hours of work are 8:00 am to 12:00 am (0001 hours).**
- iii) **WAVAW staff work a compressed work week. Standard hours of a work week for full time employees shall be thirty-five hours (35) per work week, achieved by working eight and three quarter (8.75) hours per day, with an additional unpaid thirty (30) minute lunch break, over a four (4) day period Monday to Friday inclusive. This equates to nine and one quarter (9.25) hours per work day.**
- iv) ~~in addition, a full-time employee will be entitled to utilize one (hour) of their eight and three quarter (8.75) hours towards their personal wellness and use it at their discretion on a day-to-day basis.~~
- v) ~~full time employees will be scheduled for a thirty five (35) hour week and have one (1) flex day off every week.~~

E&OE

Signed off this 13

day of August

2021

For the Union

For the Employer

vi) part-time employee is any employee who works less than full-time hours (35 hours per week).

vii) The Employer may vary an employee's start time and work week upon two (2) weeks' notice. An employee's work schedule can not be varied more often than once every 90 calendar days.

v) ~~flex days will be staggered throughout the week based on seniority.~~

In the event there is a change in the hours of work under this clause and more than one employee is affected the Employer shall respect seniority in choice of shifts.

b) Wellness Hour

The Employer acknowledges the level of exposure to trauma and violence our employees face and how important staying well in the work is for staff.

i) A regular full-time, or regular part-time employee will be entitled to utilize one (1) hour of their eight and three quarter (8.75) hours towards their personal wellness and use it on a day to day basis. The paid wellness hour will be part of a larger wellness plan and will be discussed and incorporated into "supervisions". however it is understood that an employee will not be subject to any form of discipline regarding the usage of the wellness hour.

c) Evening shift and weekend shift

- i) **Evening shift will be defined as any shift in which the major portion occurs between 5:00 pm (1700 hours) and 12:00 am (0000 hours).**
- ii) **Employees working the evening shift shall be paid a shift differential of \$1.00 per hour worked between 5:00pm (1700 hours) and 12:00 am (0000 hours).**
- iii) **Weekend shift is defined as a shift taking place between 1:00am (0001 hours) Saturday and 12:00am (0000 hours) Sunday.**
- iv) **Employees working the weekend shift shall be paid a weekend premium of fifty-cents (\$0.50) per hour for their entire shift.**
- v) **Employees on an averaging agreement will not be able to claim the shift differential.**
- vi) **This shift differential is not applicable to Casual employees**
- vii) **Ability to take available evening or weekend shifts will be based on seniority within the same program/department. This means that only those that have the same job title will be able to take the available shift.**



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**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:20 am [AGREED]
UP#	22.03		

Union Counter to E18 – 22.03 Rest Periods

Employer Proposal Number: E18
Affected Article/MOU Standard Working Hours and Days -
Date:
Time:

22.03 Rest Periods-Work Breaks

~~The hours of work shall be inclusive of a thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute rest periods per day. These rest periods shall be in addition to any other work breaks or rest periods prescribed by this Agreement.~~

Each employee shall receive two (2) fifteen (15) minutes paid work breaks in each day's work schedule. The first work break shall occur during the first half of any shift, and the second break shall occur during the second half of any shift.

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Signed off this 9TH _____ day of July _____ 2021

For the Union

For the Employer



WAVAW
rape crisis centre

24 Hour Crisis Line
Call Toll Free 1-877-392-7583

**2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp
Employer Proposal**

Employer Proposal Number: E19
Affected Article/MOU : Standard Working Hours and Days Article 22.04
Date:
Time:

The employer seeks to replace the language in this article with the following:

Employees shall have the right to take one (1) continuous period for meals approximately in the middle of any shift of not less than thirty (30) minutes and not more than one (1) hour. However, the time and duration of the meal period shall be the employee's decision providing that the organisational requirements are met. The meal period is not to be used to shorten an employee's regular work day.



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:14 am [AGREED]
UP#	22.01 (c)(iii)(iv)		

Union Counter to E20 – 22.01 (c) Hospital Accompaniments

Employer Proposal Number: E20
Affected Article/MOU Standard Working Hours and Days -
Date:
Time:

22.01 (c) :

- i) employees who work on an on-call basis will receive four-point four (4.4) ~~wellness stand-by~~ hours for every sixty- four (64) hour shift of on call service. For on-call service, full-time employees will bank their ~~wellness stand-by~~ hours in their overtime bank, and casual employees will have it paid out.
- ii) ~~wellness stand-by~~ hours may be scheduled according to operational needs and approval.

E&OE
Signed off this 27 _____ day of July _____ 2021

For the Union

For the Employer

Employer Proposal Number: E21
Affected Article/MOU : Standard Working Hours and Days Article 22.01 addition Staff Support and Clinical Supervision
Date:
Time:

The Employer seeks to add the following:

WAVAW supports the health and well-being of their employees. To acknowledge the unique impact of our work at WAVAW, employees are required to attend one (1) hour per month of staff support/clinical supervision from WAVAW's staff support practitioner list during working hours.

Casual hospital accompaniment staff will receive clinical supervision from WAVAW's Counselling Program Manager.

Staff Support/Clinical Supervision: consultation and support from qualified practitioners/clinical supervisors in regards to the impact of rape culture and witnessing extreme forms of violence on frontline workers and how it may impact their personal life and work at WAVAW.

The Employer will:

- Maintain and update a list of diverse clinical supervisors
- Track employees' monthly attendance of meetings

Employees will:

- Ensure they schedule and attend monthly meetings with a clinical supervisor or practitioner

Casual Hospital Accompaniment Staff:

- Every time a casual hospital accompaniment staff take a call, they are required to debrief, directly after their shift, with the Counselling Program Manager
- Casual hospital accompaniment staff will be paid for time spent in debrief with the Counselling Program Manager

Members of the Bargaining Unit:

- Members of the bargaining unit who are seeing clients are required to schedule and attend a one (1) hour session of staff support/clinical supervision from staff support list curated and approved by WAVAW

Staff Support/Clinical Supervision:

1. At the time of their employment, employees will be provided with a diverse list of staff support practitioners/clinical supervisors collated by WAVAW. An employee must select a practitioner/supervisor, from the list provided by the Employer, with whom they would like to schedule their monthly meeting. Employees may not choose a clinical supervisor that is not on the list.
2. From the information provided on the list, employees will schedule an appointment with the clinical supervisor for a mutually available time and date.

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-
- 3. Clinical practitioners will invoice The Employer for services rendered.**



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 9th	Time: 9:12am
UP#	23.00	<i>dually accepted</i>	

Union Counter to E22 – Overtime


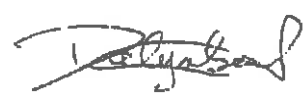
Employer Proposal Number: E22
Affected Article/MOU Overtime
Date:
Time:

23.00 Overtime

- a) Overtime must be pre-approved by the employees' supervisor, or their designate, prior to the commencement of the overtime; except in client emergency situations where the overtime will be reported to the supervisor, or their designate, following the shift in which the overtime was performed.
- b) "Overtime" means work authorized by the Employer and performed by an employee in excess of:
 - i) hours worked in excess of an eight and three quarter (8.75) hour day;
 - ii) hours worked in excess of thirty five (40-35) hours in a week.
 - iii) ~~the maximum daily hours of those employees on flex time (10) ten hours; or,~~
 - iv) the agreed averaging period.

E&OE

Signed off this 9th day July of 2021

For the Union  <hr/>	 For the Employer
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rape crisis centre

24 Hour Crisis Line
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Employer Proposal Number: E23
Affected Article/MOU : Overtime Bank and Lieu Time Scheduling Article 23.01
Date:
Time:

The Employer seeks to eliminate the overtime bank and therefore this part of article 23 so that overtime is paid out during the pay period it is worked, this is desired for administrative ease and accuracy.

Withdrawn



Employer Counter Proposal Number: E24
Affected Article/MOU : Overtime Compensation Article 23.05
Date: July 27th, 2021
Time:

23.05 Overtime Compensation



Should an employee be directed by a Manager or be attending a client crisis which would cause them required to work in excess of their normal scheduled hours as outlined in Article 22.01, the additional time worked may be used to reduce the amount of time worked in subsequent weeks, taken as time paid, or have it paid out as follows:

- i. for employees working in excess of an eight (8.75) hour workday, they will be compensated at the rate of one-and-one half (1.5) times for the next ~~four hours~~ **three hours and fifteen minutes** and double time for all hours worked in excess of twelve (12) hours in a day.
- ii. an employee may request to have all overtime hours worked paid at one -and-one half (1.5) times.
- iii. ~~the workday for those employees on flextime will not exceed ten (10 hours), if so and directed by Management or for a client emergency, employees will be compensated at the rate of one and one half (1.5) times the equivalent time off(s).~~
- iv. Thereafter, all hours worked in excess of ~~Thirty-Five~~ **forty (40-35)** hours in a workweek shall be compensated at the rate of one-and-one-half (1.5) times the equivalent time off.

E&OE
Signed off this 29th day July of 2021

For the Union 	For the Employer 
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E&OE
Signed off this 29th day July of 2021

For the Union 	For the Employer
<hr/>	

Employer Proposal Number: E25
Affected Article/MOU : Annual Vacation Article 24.01
Date:
Time:

The Employer wishes to change the vacation entitlement to the following:

Years of Service	Vacation Entitlement	% Vacation Pay
1-4 Year	Twelve (12) Days or 3 Weeks	6%
5-8 Years	Sixteen (16) Days or 4 Weeks	8%
9+ Years	Twenty (20) Days or 5 Weeks	10%
Years of Service	Vacation Entitlement	% Vacation Pay

The employer wishes to add language to this article as follows:

d) **Vacation Accrual While on Leave:** Vacation credits continue to be earned during paid leave, but not during unpaid leave



2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp
Employer Proposal
 Without Prejudice and E&OE
 Tabled on June 22nd, 2021 at ~~10:30am~~ **11:31 am**

Employer Proposal Number: E26
Affected Article/MOU : Paid Holidays Article 25 a and Letter of Understanding #5
Date: June 22-2021
Time: 11:31 am

The employer seeks to make the following addition to this article:

For the purpose of this Agreement, the following are acknowledged as paid Statutory holidays:

e) add Indigenous People's Day

The Employer seeks to eliminate the floating days referred to in the LOA #5.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number E27	Affected Article/MOU	Date: July 9, 2021	Time:
	COUNTER TO E27		

UNION'S COUNTER TO E28

Employer Proposal Number: E27
Affected Article/MOU : Pregnancy Leave 26.01 (m)
Date:
Time:

26.02 Parental Leave

~~m) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.~~

Replace with:

g) m) If the employee elects to continue to pay their share of the premium cost of the benefit plans, then the Employer will continue to pay the employer's portion of the benefit premiums while they are on pregnancy leave.

E&OE

Signed off this 27 _____ day of July _____ 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number E28	Affected Article/MOU COUNTER TO E28	Date: July 9, 2021	Time:
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UNION'S COUNTER TO E28

Employer Proposal Number: E28
Affected Article/MOU : Parental Leave 26.02 (g)
Date:
Time:

26.02 Parental Leave

~~m) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.~~

Replace with:

g) If the employee elects to continue to pay their share of the premium cost of the benefit plans, then the Employer will continue to pay the employer's portion of the benefit premiums while they are on parental Leave .

E&OE

Signed off this 27 _____ day of July _____ 2021

For the Union 

For the Employer 

2021 Collective Bargaining -- WAVAW Rape Crisis Centre and MoveUp
Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at ~~10:30am~~ 11:34am



Employer Proposal Number: E29
Affected Article/MOU : Bereavement Leave Article 26.04
Date: June 22-2021
Time: 11:34 am

The Employer seeks to change this article to better reflect the grief staff may experience, we seek to have the article read as the following:

- (a) Leave of absence with pay for four (4) days or a combination of Thirty-Five (35) hours for any family member that the staff member deems family
- (b) In the event of a death, complications related to fertility treatments, miscarriage, abortion, termination of pregnancy, or a stillborn birth
- (c) An additional two (2) days of leave may be granted by WAVAW for extensive travelling, making funeral arrangements or settling estate matters.
- (d) Bereavement leave may also be used in times of systemic grief associated with a staff members cultural group, religion or race.

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union



Employer Proposal Number: E30
Affected Article/MOU : Personal Sick Leave Article 26.06 a
Date: August 13, 2021
Time: 2:41pm

The proposal was incorporated into Union Proposal UP#12 as a hybrid, which was agreed by both parties on July 27, 2021 at 4:40pm.

The Employer seeks to make the following changes to this article:

- iv) Full Time employees shall earn sick leave credits at a rate of one and three quarter (1.75) days per month.
- v) Part-time employees shall earn sick leave credits at a pro-rated amount according to the hours worked per month.
- vi) Casual employees are not entitled to sick leave benefits.
- vii) Sick leave days can be accumulated up to a total of twenty one (21) days per year starting from the first day of employment.
- viii) A maximum of ten (10) unused sick days, exclusive of the employee's annual entitlement, may be carried over to the next employment year, to a maximum of thirty (30) days; but not accrued beyond that employment year.
- ix) Accumulated sick leave may be used in the event of illness or disability of the employee, their child or dependent



(Canadian Office and Professional Employees Union, Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: July 9, 2021	Time: 9:10 am [AGREED]
	COUNTER TO E31		

UNION'S COUNTER TO E31- Family responsibility leave in addition to 26.06(b) not in replace of

Employer Proposal Number: E31
Affected Article/MOU : Personal Sick Leave Article 26.06 b
Date:
Time:

26.12 Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

- i) the care, health or education of a child in the employee's care, or**
- ii) the care or health of any other member of the employee's immediate family.**

E&OE

Signed off this 27 _____ day of July _____ 2021 _____

For the Union

For the Employer



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: July 27, 2021	Time:
	COUNTER TO E32		

UNION'S COUNTER TO E32- Leave Respecting Disappearance of Child – propose new Article 26.13

Employer Proposal Number: E32
Affected Article/MOU : Add Personal Leave Respecting the Disappearance of a Child
Date:
Time:

26.13 Leave Respecting Disappearance of Child

a) For the purpose of this Article the following definitions will apply:

“child” means a person under 19 years of age;

“crime” means an offence under the *Criminal Code* other than an offence prescribed by the regulations made under section 209.4 (f) of the *Canada Labour Code*.

b) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to fifty-two (52) weeks.

c) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (a).

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Signed off this 27 day of July 2021

For the Union 

For the Employer 

- d) A leave under subsection (a) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.**
- e) A leave under subsection (a) may be taken by the employee in
 - i) one unit of time, or**
 - ii) more than one unit of time, with the Employer's consent.****
- f) Despite subsection (d), a leave under subsection (a) ends on the earliest of the following dates, if any apply:
 - i) the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;**
 - ii) the date the employee is charged with a crime that resulted in the disappearance of the child;**
 - iii) the date that is 14 days after the date on which the child is found alive;**
 - iv) the date on which the child is found dead;**
 - v) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (e) (ii).****
- g) An employee will not be required to submit a formal request to be entitled to the disappearance of a child leave and does not need to give the Employer advance notice. The employee will need to contact the designated Employer representative to inform them that they will be taking the disappearance of a child leave.**



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Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
	COUNTER TO E33	<i>Leave Respecting Death of Child</i>	

UNION'S COUNTER TO E33- Leave Respecting Death of Child -- propose new Article 26.14

Employer Proposal Number: E33
Affected Article/MOU :
Date:
Time:

26.14 Leave Respecting the Death of a Child

a) For the purpose of the Article the following definitions will apply:

"child" means a person under 19 years of age;

"crime" means an offence under the *Criminal Code* other than an offence prescribed by the regulations made under section 209.4 (f) of the *Canada Labour Code*.

b) If a child of an employee dies and the employee requests leave under the Article, the employee is entitled to unpaid leave for a period of up to 104 weeks.

c) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.

d) A leave under subsection (b) must be taken during the period that starts:

E&OE

Signed off this _____ 27 day of July _____ 2021_____

For the Union

For the Employer

- i) on the date the child dies, or**
 - ii) on the date the child is found dead, in the case of the child disappearing before the child dies, and ends on the date that is 105 weeks after the date referred to in paragraph (i) or (ii), as applicable.**
- e) A leave under subsection (b), may be taken by the employee in:**
 - i) one unit of time, or**
 - ii) more than one unit of time, with the Employer's consent.**
- f) Despite subsection (d), a leave under subsection (1) ends on the earlier of the following dates, if any apply:**
 - i) The date the employee is charged with a crime that resulted in the death of the child;**
 - ii) The date that is the last day of the last unit of time in respect of which the Employer consents under subsection (e)(ii).**
- g) If requested by the Employer, the employee must, as soon as practical, provide to the Employer reasonably sufficient proof that the employee's child is dead.**



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Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Counter v.4 to ER 34 (v2)			
Number E34 v. 2	Affected Article/MOU	Date: Sept 21, 2021	Time: Sept 23 2:21 pm
	COUNTER TO E34 – will Include our UP15	26.08 Personal Leave (hybrid with our proposal for new article 26.14)	

Agreed

UNION'S COUNTER TO E34

26.08 Personal Leave

a) Personal /Spiritual and Cultural Leave

In an effort to acknowledge circumstances often encountered by employees to attend to their responsibilities associated with, ~~moving~~, attending a wedding, to assist at a birth or adoption of a child in their "immediate family, **an employee will be entitled to personal leave.**

Further to this, an employee will be able to attend to their spiritual, cultural and religious practices, such as or for the observance of a holiday, practice, ceremony, or an event related to the employee's religion, spiritual or cultural background and therefore the following will apply:

- i) ~~Full-time Regular~~ employees shall be entitled to five (5) paid personal leave **or spiritual and cultural leave** days to be taken in the calendar year.
- ii) ~~Part-time employees shall be entitled to paid personal leave days at a pro-rated amount according to the hours worked per month.~~
- iii) Casual employees are not entitled to paid personal days.
- iv) Personal leave **or spiritual and cultural leave** days do not accumulate from year to year and therefore may not be carried over to the next employment year.

E&OE

Signed off this

day of

20

For the Union

For the Employer

- v) Requests for personal leave or **spiritual and cultural leave** days must be in writing, prior to the time requested and are subject to the approval of the Executive Director. Such leave requests shall not be unreasonably denied.

It is understood that the above leave provision provides for every employee that identifies as Indigenous to engage in Indigenous traditional and ceremonial practices in adopting the Truth and Reconciliation call to action recommendations.

b) Moving

- i) Regular employees shall be entitled to **two (2)** paid personal leave days for moving to be taken in the calendar year and will not accumulate from year to year and therefore may not be carried over to the next employment year.
- ii) Casual employees are not entitled to paid personal days.
- iii) Requests for personal leave days must be in writing, prior to the time requested and are subject to the approval of the Executive Director. Such leave requests shall not be unreasonably denied.



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Counter E35			
Number E35	Affected Article/MOU	Date: August 13, 2021	Time: 12:58 PM
	COUNTER TO E35	<i>26.12 (a)(ii) Other Leaves of Absence</i>	

UNION'S COUNTER TO E35 (even though the Union tabled a proposal on July 29, 2021 that was a hybrid of E15 and E35 to create a new Article 20.08, we need to deal with the language in 26.12(a)(ii)).

The Employer seeks to clarify language for the following section A ii as the following:
The Employer will be pay the Employer premiums to the end of the first month the employee is on an unpaid leave. Every month, thereafter, the Employee will be required to pay the Employee and Employer premium portions should they desire to continue with benefits on The Employer's plan.

We propose the following counter:

26.12 Other Leaves of Absence

a) Leave Without Pay

- i) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Wherever possible leave of absence should be requested in writing at least three (3) weeks before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
- ii) ~~In the event a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for Health Insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.~~

E&OE

Signed off this 13 _____ day of August _____ 2021 _____

For the Union

For the Employer



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Employer Proposal Number: E36
Affected Article/MOU : Other Leaves of Absence Leave Article 26.12 d
Date:
Time:

The Employer seeks to clarify the intention of this article and wishes to use the following language:

It is recognized that there may be cases where an employee may be prevented from reporting to work due to extreme weather conditions or a household emergency; not directly attributable to the employee. In such cases, and where conditions warrant it, special leave with pay may be granted to an employee. Special leave shall not be unreasonably denied.

The Employer seeks to add:

The Employer will grant employees a leave of absence without pay to attend court on private affairs.

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp
Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at 10:30am - 11:45 am



Employer Proposal Number: E37
Affected Article/MOU : Add Critical Illness or Injury Leave
Date: June 23-2021
Time: 11:45 am

The Employer seeks to add a new leave to align with BC legislation as follows:

As per the BC Employment Standards Act, any employee who is a family member of a critically ill or injured child, is eligible to up to thirty-six (36) weeks of unpaid leave to care or support the child.

An employee, who is a family member of a critically ill adult, is eligible to take up to sixteen (16) weeks of unpaid leave to provide care or support to the adult.

In some cases, EI benefits may be available in conjunction with this leave and it is the employee's responsibility to apply for those benefits.

Critically Ill Child: a person under 19 years of age, on the day the leave begins, whose health has changed and whose life is at risk as a result of an illness or injury.

Critically Ill Adult: a person of 19 years of age or more, on the day the leave begins, whose health has changed and whose life is at risk as a result of an illness or injury.

Family Member: includes immediate family, as well as other relatives and individuals considered to be like family regardless of blood, adoption, marriage, or common-law partnership.

Supporting Documentation Requirements:

In order to qualify for the leave an employee must provide the employer with a medical certificate issued from a medical provider, as defined under the Employment Standards Act, stating that the child or adult is critically ill or injured and requires care or support of one or more of their family members.

It is the responsibility of WAVAW to assume the cost of obtaining a medical certificate.

Timing and Length of Leave:

The employee can only take leave that is equal to the period of time indicated on the medical certificate provided by the medical provider. If additional time away from work is required and the original request was for less than the 36-week maximum, a new certificate will need to be issued.

The leave can start on the first day of the week the medical certificate is issued or the day from that the health of the critically ill person changes significantly.

Signed on ____ day of _____ 20__

On behalf of the Employer

On behalf of the union



Employer Proposal Number: E38
Affected Article/MOU : New Article : Conflict of Interest
Date:
Time:

The Employer seeks to have a new article to address conflict of Interest. The Employer wishes to adopt the following language:

Employees of WAVAW are expected to adhere to the highest standards of personal and professional integrity and shall protect the interests of WAVAW. Employees must keep their role as private citizens separate and distinct from their responsibilities as employees, board directors or volunteers. Personal gain shall not conflict with duty to WAVAW. Employees must avoid conflict of interest situations.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. WAVAW recognizes and respects employee rights to engage in activities outside of their employment that is private in nature and does not in any way conflict with our business or potentially damage our reputation. Management reserves the right, however, to determine when an employee's activities represent a conflict with our interests and to take whatever action is necessary to resolve the situation, including termination of employment.

Conflict of Interest: A situation where an employee has private interests that could improperly influence their performance of their official duties and responsibilities, or in which the employee uses their position at WAVAW for personal gain.

Real Conflict of Interest:

A real conflict of interest exists at the present time.

Apparent Conflict of Interest:

An apparent conflict of interest could be perceived by a reasonable observer to exist, whether or not it is the case.

Potential Conflict of Interest:

A potential conflict of interest could reasonably be foreseen to exist in the future.

Political Activities:

Such activities are defined as,

- Carrying on an activity in support of, within or in opposition to a political party;
- Carrying on an activity in support of or in opposition to a candidate before or during an election period;
- or
- Seeking nomination as or being a candidate in an election before or during the election period

Conflict of Interest includes, but is not limited:

Performance of Duties:

- Employees will not vote on, or participate in, any discussion about a resolution to approve a contract in which they have an interest, nor will an employee, board member or volunteer approve and/or sign off on such circumstances
- In the performance of their duties, employees must not:
 - Place themselves in a position of obligation to persons who might benefit or appear to benefit from special consideration with respect to the organization
 - Have a monetary interest that would conflict with the discharge of the duties owed to WAVAW
 - Disclose, discuss, use, take advantage of, benefit, or appear to benefit from the use of information not generally available to the public and which has been acquired during official duties
 - Communicate with any level of government, or with any elected or appointed government official in relation to the business and operations of WAVAW, unless they have specific WAVAW authorization
 - Assist private entities or persons in their dealings with WAVAW where this could result in preferential treatment to any person
 - Directly or indirectly use, or allow the use of, WAVAW property or information for anything other than officially approved activities

Secondary Employment & Outside Activities:

- Employees may engage in remunerative employment with another employer, volunteer or board activity, carry on a business, or receive remuneration from public funds for activities outside their position provided that:
 - It does not interfere with the performance of their position
 - It does not bring WAVAW into disrepute
 - They do not have an advantage derived from the employment as WAVAW employee
 - It is not performed in such a way as to appear to be an official act or to represent WAVAW's opinion or policies
 - It does not involve the use of WAVAW's premises, services, equipment or supplies to which the employee has access by virtue of their employment, unless official authorization is secured
 - It does not negatively impact the relationships with the survivors they serve in their role at WAVAW

Personal Relationships:

No WAVAW employee may initiate or participate in, directly or indirectly, decisions involving a direct benefit, i.e. initial hiring or rehire, promotion, salary, performance appraisal, work assignment or other working condition, to those related by blood, marriage, membership in the same household, including domestic partners or persons with whom employees have an intimate relationship. Hiring regular, term or casual employees within the same program unit is normally prohibited for individuals of the same family or for those who have a personal relationship.



Employer Proposal Number: E39
Affected Article/MOU : New Article : Secondary Employment
Date:
Time:

WAVAW recognizes that, for personal, professional or economic reasons, employees may feel the need to engage in secondary employment. While employees are free to work elsewhere, it is an expectation that secondary employment will not compromise or interfere with the employee's ability to do their job at WAVAW. WAVAW employees may engage in work outside of the organization unless the work may give rise to a real, apparent or potential conflict of interest, or would undermine the impartiality of WAVAW or the objectivity of employees.

Any form of secondary employment must be approved in accordance with this policy and such approval must be prior to the commencement of secondary employment. Where an employee already has other employment at the time of commencing work with WAVAW, such employment should be disclosed when commencing work with WAVAW.

In the event an employee has not been forthcoming regarding a real, apparent or perceived conflict of interest, management reserves the right to take whatever action is necessary to resolve the situation, including termination of employment.

Secondary Employment: any employment with an organization other than WAVAW and includes self-employment, independent contracting or consulting, or employment by a family company.

Secondary employment encompasses casual, part-time and full-time work, shift work. All such cases constitute secondary employment regardless of the duration of employment. Secondary employment includes employment already held by a person at the time of their initial employment by WAVAW.

Secondary Employment and Conflict of Interest:

There are a number of dimensions to conflict of interest which arise in the context of secondary employment. For example, a conflict of interest may arise when:

- A secondary employment is undertaken at the same hours that an employee is being paid as a WAVAW employee
- The demands of the secondary employment may compromise the employee's capacity to perform their duties
- Secondary employment makes use of any WAVAW facility, equipment or resources including computer software and information technology resources
- Secondary employment makes use of, or may benefit from, commercial or other information that the employee possesses by virtue of their employment with WAVAW
- Secondary employment is with an organization that may compete with WAVAW for funds, staff, clients, projects or in any other activity
- Secondary employment is with an organization that is a client of WAVAW

Approval Criteria:

No employee may engage in employment or self-employment with an employer other than WAVAW where the secondary employment:

- **Interferes with, impacts or affects the performance of the employee's duties, including regular attendance, with WAVAW**
- **Is in conflict or competition with the function in which the individual is employed by WAVAW**
- **Is performed in such a way as to appear to be an official act, or to represent WAVAW opinion**
- **Directly results in any matter contributing to a proposal or contract that may require WAVAW consideration or approval whether of a financial nature or otherwise**
- **Involves the provision of services (such as counselling) to a client enrolled with WAVAW at which the employee performs similar duties in their function as an employee of WAVAW**
- **In any way enhances or increases the likelihood of increased revenue or profit through the other employer. This would, for example, prohibit the selling, promoting, or advertising of products or services in the workplace or to co-workers or students**
- **In any way creates a conflict of interest with the operations and services provided by WAVAW except when full disclosure has been made and written approval is provided by the Executive Director**

1. All requests for approval of secondary employment must be in writing. Requests should not be considered to be approved unless approval in writing is received.

2. WAVAW will approve requests for secondary employment that do not breach the requirements of this policy. Requests will not be approved unless the secondary employment clearly:

- **Will not create either directly or indirectly a conflict of interest with WAVAW**
- **Will not impair in any way the employee's ability to perform all expected duties and responsibilities of their position with WAVAW**

3. All requests for approval for secondary employment will be treated confidentially for all purposes other than review and action. Secondary employment is considered a confidential matter in all other respects.

4. If approved, the secondary employment will be reviewed annually to ensure continued compliance with this policy.

5. All approvals of secondary employment shall be forwarded to the Executive Director, which shall confirm, in writing, that approval has been given.



(Canadian Office and Professional Employees Union,
Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept 20, 2021	Time: 12:26 PM
	COUNTER TO E40	<i>Criminal Checks</i>	

UNION'S COUNTER TO E40

Employer Proposal Number: E40
Affected Article/MOU : Add new Article 31.02 Criminal Checks then renumber rest of articles
Date:
Time:

Article 31.02 Criminal Record Check

Where the Employer requires an employee to undergo a criminal record check as a condition of continued employment, the Employer shall reimburse the employee for the full cost of the criminal record check.

31.023 Preparation and Distribution of the Collective Agreement

- a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees.
- b) Prior to printing any copy of this Agreement for distribution to bargaining unit employees, the Employer shall consult with the Union with respect to the design and format for the Agreement.
- c) The Employer agrees to explain fully the terms of this Agreement as to the rights, entitlements and responsibilities of all employees covered by this Agreement to all of its management and supervisory personnel who have any responsibility for any employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all such persons.

E&OE

Signed off this 20th day of September 2021

For the Union

For the Employer



WAWAW
rape crisis centre

24 Hour Crisis Line
Call Toll Free 1-877-392-7583

Employer Proposal Number E41
Affected Article/MOU Job Stewards Article 5
Date:
Time:

The Employer seeks to add clarifying language to Article 3.1 with the following:

The Employer shall recognize two (2) regular employees elected or appointed by the Union as Job Stewards. The Employer shall also recognize one (1) regular employee elected or appointed by the Union as an alternate Job Steward. The Union may identify one Job Steward as the Chief Steward.



(Canadian Office and Professional Employees Union, Local 378)

**WAVAW
PROPOSALS - 2021
Union Proposals (UP Item)**

Union Counter E42			
Number E42	Affected Article/MOU	Date: August 12, 2021	Time: 3:30 PM
	COUNTER TO E42	<i>We propose a LOU</i>	

UNION'S COUNTER TO E42

Employer Proposal Number: E42
Affected Article/MOU : New Article: Duty to Accommodate
Date:
Time:

Letter of Understanding #?

Duty To Accommodate

The Parties agree that the duty to accommodate can arise at any point in the employment relationship, and it is intended to provide and ensure equitable access to employment opportunities and fair treatment in the workplace. Accommodation refers to modifying employment requirements, rules or policies that could be considered discriminatory because they have a negative effect on an individual or protected group under the *BC Human Rights Code* (the "Code").

The Parties recognize that the duty to accommodate is a tri-party process that involves the Employer, the Union and the employee, who will work together to attain the objective set out in the BC Human Rights Code, and as such, the Parties understand the following:

- 1. The Parties recognize, that despite the advantages of a collaborative approach to accommodation issues, clear and timely decision are required in order to:**

** should be "s"*

E&OE

Signed off this 12 _____ day of August _____ 2021

For the Union

For the Employer

- i. avoid unnecessary delay and uncertainty; and,**
 - ii. allow Parties to decide whether to pursue dispute resolution steps.**
- 2. An employee seeking an accommodation will submit their request in writing, outlining:**
 - i. The nature of the accommodation request; on which prohibited ground the employee is seeking to be accommodated.**
 - ii. be prepared to provide sufficient information or documentation that is reasonably necessary to substantiate the accommodation request.**
- 3. The Employer, upon receipt of the request, will provide it to the Union and the Parties will arrange to consult and engage in the duty to accommodate process. This will include the Employer, the Union and the employee.**
- 4. Once an accommodation is agreed to, the Parties will finalize such agreement with an Accommodation Agreement to reflect the terms and conditions of the accommodation agreement.**
- 5. If an agreement cannot be reached, the employee will have the ability to address through the grievance procedure, or any other resolution process.**

2021 Collective Bargaining – WAVAW Rape Crisis Centre and MoveUp
Employer Proposal

Without Prejudice and E&OE

Tabled on June 22nd, 2021 at 10:30am ~~12:02 pm~~

Employer Proposal Number E43
Affected Article/MOU LOA #2 to change to Domestic or Sexual Violence Leave
Date: June 22 - 2021
Time: 12:02 pm

The Employer seeks to make changes in the LOA in alignment with the BC Employment Standards Act:

As per the BC Employment Standards Act, WAVAW employees are entitled to five (5) paid days of leave and five (5) more days of unpaid leave per year to seek medical attention, counselling, or other social or psychological services or legal advice, or to seek new housing if they, or an eligible person has experienced domestic or sexual violence. If necessary an employee can take up to 15 more weeks of unpaid leave.

If there is a conflict between this statement and applicable provincial legislation, the provincial legislation will apply.

Definitions:

Child: a person under the age of nineteen (19) years of age.

Domestic or Sexual Violence refers to:

- Physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself of others from harm
- Sexual abuse by any person
- Attempts to commit
- Intimidation, harassment, coercion, or threats, including threats respecting other persons pets or property
- Unreasonable restrictions on, or prevention of, financial or personal autonomy
- Stalking or following
- Intentional damage to property
- Psychological or emotional abuse by an intimate partner or by a family member, including
- Intimidation, harassment, coercion, or threats, including threats respecting other persons, pets, or property
- Unreasonable restrictions on, or prevention of, financial or personal autonomy
- Stalking or following
- Intentional damage to property

Eligible Person, with respect to an employee, refers to:

- A child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employs is the child's parent or guardian

Signed on _____ day of _____ 20__

On behalf of the Employer

On behalf of the union



Employer Counter Proposal Number E44
Affected Article/MOU Severance Article 19.19 b, and c,
Date: <i>August 18</i>
Time: <i>12:31 pm - via email</i>

19.19 Severance Pay

Entitlements:

An employee whose employment is terminated by the Employer in accordance with this Agreement due to:

- (a) **layoff;**
- (b) **retirement; when the employer offers early retirement**
- (c) **death; or**
- (d) **health conditions, upon voluntary application of the employee for severance which is approved by the Employer and the Union;**