

Memorandum of Agreement Between Kamloops and District Labour Council and Thompson Nicola Cariboo United Way

Purpose of the Agreement

To establish a local partnership and Labour Program between the parties and to assist both parties to work together to build better, healthier and more caring communities.

The parties agree to the following terms within the partnership agreement.

Principles

Both parties are committed to strong, active, safe and respectful communities.

Both parties envision a humane and responsive human services system within the community.

Both parties recognize and will promote understanding of the other's mission and goals in community building.

Both parties acknowledge the importance of ensuring labour plays a strong role in the United Way, specifically in the areas of governance, volunteer committees, community fundraising, workplace fundraising, fund allocation and community building work.

Both parties are committed to ensuring the partnership, working together, and the independent work and leadership of the other will be publicly recognized.

Both parties support workplace fundraising for the United Way.

Both parties support the CLC Union Counsellor program as an important support for workers, their families and the community.

Both parties believe that a mutually accountable partnership arrangement will best provide the basis for an ongoing working relationship.

Both parties agree that open and clear communication between them is required to maintain the partnership within the different roles and responsibilities of each party.

Both parties acknowledge the leadership role played by the national bodies of each party, the Canadian Labour Congress (CLC-CTC) and the United Way of Canada – Centraide Canada (UWC-CC). The principles laid out in the 1988 Statement of Principles and 1999 partnership update established a model partnership framework. Both the Labour Council and United Way endorse this framework for our partnership.

Both parties agree to participate in Provincial Structures established through the Canadian Labour Congress and the BC United Ways.

Accountable Officers

The President of the Kamloops and District Labour Council and the Executive Director¹ of the Thompson Nicola Cariboo United Way are responsible for ensuring the terms and conditions of this Agreement are carried out within the spirit of the purpose and the principles. These officers are accountable to their respective governing bodies to maintain the integrity of this agreement.

Implementation

Representation

1. Representatives **endorsed by the Labour Council²** will be involved at all levels of the United Way to achieve effective decision-making and goal achievement. In particular, labour seats will be set aside for the:
 - a. Labour Council President on the United Way Board (ex-officio).
 - b. One additional labour representative on the Board
 - c. One Labour representative on the Allocations Committee
 - d. One Labour representative on the Campaign Cabinet
 - e. Other labour representatives as identified by the parties

Joint Work

2. When issues arise in the relationship/partnership that affect both parties, they agree to consult and identify a common approach, wherever possible.
3. If agreement cannot be reached locally, both parties agree to abide by the Dispute Resolution Process set out by the United Way Canada-Centraide Canada and the Canadian Labour Congress.
4. Both parties will exercise their independent roles and responsibilities as reflected in the 1988 Statement of Principles between United Way Canada-Centraide Canada and the Canadian Labour Congress.

Program Elements

5. A full-time Labour Coordinator will be established and funded by the United Way. The Labour Council President and the CLC Pacific Region Director (or their designates) shall participate in all hiring processes for the Labour Coordinator position. The Labour Coordinator will administer and deliver Labour programs and services as jointly defined by the

1 The term Executive Director is used throughout to indicate the senior staff person at the UW-C.
2 While there may be a number of individuals on a UW-C Board who belong to unions, the only labour representative(s) under the UWC-CC/CLC partnership are those who have been endorsed by the labour council. This goes back to the concept of representation within the labour movement (see Guideline). Labour representatives, endorsed by the labour council, represent labour in the community and have an obligation to report back to the labour council.

President and the Executive Director. United Way and the Labour Council will consult about the level of funding required for the program. The President and Executive Director will define the overall direction of the program (e.g., initiatives and goals), but the Labour Coordinator will report to the Executive Director for administrative purposes (e.g., sick leave, vacations, budget administration) and is subject to UW-C human resources policies unless otherwise agreed by the two parties.

6. A CLC Union Counsellor training program will be established under direct accountability to the CLC and the Labour Council and adequately funded by the United Way. The Labour Coordinator will be involved in the delivery of all courses.

Duration of the Agreement

This agreement will be reviewed one year after the signing date by the Accountable Officers and every year following that to ensure it reflects the status of the partnership. In the event it is not reviewed, the terms and conditions will continue until it is renewed. In the event the parties wish to end the partnership, formal written notice of intent shall be provided 90 days prior to termination. Both parties agree to meet together and with CLC and UWC-CC representation as soon as the notice of intent is provided to discuss the situation and consider options.

Parties to the Agreement

The primary parties of the agreement are the Thompson Nicola Cariboo United Way and the Kamloops and District Labour Council. The CLC is also party to this agreement due to its relationship with the Labour Council and must be involved in the finalization or revision of such agreement.

On behalf of Labour Council

Burnik President
(name, position)

On behalf of United Way

Gerard Hayes
(name, position) BOARD CHAIR

On behalf of CLC

Offie
(name, position)
REGIONAL DIRECTOR

March 26, 2009
Date