

# **COLLECTIVE AGREEMENT**

Between

**KEKINOW NATIVE HOUSING SOCIETY**

(hereinafter referred to as the "Society")

**PARTY OF THE FIRST PART**

And



**(Canadian Office and Professional Employees Union, Local 378)**

(hereinafter referred to as the "Union")

**April 1, 2016 to March 31, 2021**

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**COLLECTIVE AGREEMENT**

**BETWEEN: KEKINOW NATIVE HOUSING SOCIETY**  
(hereinafter referred to as "the Society")

**AND: MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)**  
(hereinafter referred to as "the Union")

**DATE AND REFERENCE:**

This Agreement is dated for reference June 13, 2018, and named for reference the "Kekinow Native Housing Society and MoveUP (Canadian Office and Professional Employees Union, Local 378)".

**WITNESSETH:**

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

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**ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Society and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time; to promote the mutual interest of the Society and its employees; and to promote and maintain such conditions of employment.
- 1.02 For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.03 The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia. Without limiting the foregoing the Parties agree that where possible, the new positions in the bargaining unit that are not filled from within will be from within the Aboriginal community.

## **ARTICLE 2 – BARGAINING UNIT and RECOGNITION**

- 2.01 The Society recognizes the Union as the sole bargaining authority for all employees in its premises within the jurisdiction of MoveUP (the Canadian Office and Professional Employees Union, Local 378), and within the classifications listed in Appendix "A" or within such new classifications as may from time to time be agreed to and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, union representative, management personnel, or representative of the Society.
- 2.02 All members shall be required to use their Union Label.
- 2.03 The Society will display the Union Label. The privilege of using the Union Label shall be extended to the Society as long as this Agreement remains in full force and effect and the Society is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP (the Canadian Office and Professional Employees Union Local 378) and shall remain the sole property of the Union.
- 2.04 It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of duties, to refuse to cross a legal picket line. The Union shall notify the Society as soon as possible of the existence of such recognized picket lines.
- 2.05 During the life of this Agreement, there shall be no lockout by the Society or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union or its members.
- 2.06 The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

## **ARTICLE 3 – UNION SECURITY AND DEDUCATION OF DUES**

- 3.01 The Society agrees that all employees in the bargaining unit who are currently members of the Union or who become members of the Union shall maintain Union membership in MoveUP (the Canadian Office and Professional Employees Union, Local 378) as a condition of employment.
- 3.02 The Society agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.
- 3.03 Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Society agrees to terminate employment of said employee if the employee fails to renew her membership or bring

up to date dues owing within seven (7) days of written notice from the Union.

- 3.04 Upon written authority from the employee, the Society agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15<sup>th</sup>) of the following month, together with a list of employees from whom such deductions were made.
- 3.05 The Society further agrees that all new employees as set out in Article 2.01 hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

3.06 **Assignments of Wages and Employee Information**

The Society will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the person from whose pay such deductions have been made:

- (a) employee id number
- (b) name – address
- (c) monthly salary
- (d) amount of dues deducted
- (e) job classification
- (f) employee status
- (g) date of hire
- (h) work location
- (i) telephone number, except where employees have expressly indicated to the Society that their number is unlisted

In addition to the above the Society will provide the Union monthly with a list of:

- i. new hires
- ii. terminations
- iii. salary revisions
- iv. address and name changes
- v. employees on extended leave of absence
- vi. overtime worked
- vii. telephone number changes, except where employees have expressly indicated to the Society that their number is unlisted
- viii. seniority

Such information shall be supplied by the Society and in an electronic form acceptable to the parties.

3.07 The Union shall notify the Society in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall notify the Society in writing in advance of any changes in these names.

3.08 The Society agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business related to the Union, provided advance notice is supplied to the Society, in which case permission shall not be reasonably denied.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 Except as expressly limited by this Agreement, the Society shall have the right to exercise its functions of management which shall include but are not limited to the rights to hire new employees; to classify, discipline, suspend, discharge for cause, transfer or layoff employees; to require employees to observe such rules and regulations issued by the Society as are consistent with the provisions of this Agreement; and to decide the number and location of its office, the methods and schedules of work, the number of personnel to be employed, and the kind of equipment and materials to be used, subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18, 19 and 20.

#### **ARTICLE 5 – DEFINITION of EMPLOYEES**

##### **5.01 Probationary Period**

All new employees as set out in Article 2.01, except temporary employees, will be considered probationary for the one hundred-eighty (180) calendar days of employment. After one hundred-eighty (180) days of employment, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the one hundred eighty (180) days of employment. This period may be extended by mutual agreement between the Union and the Society.

##### **5.02 Regular Full-Time**

A regular full-time employee is any person employed on a full-time permanent basis whose duties fall within the Bargaining Unit as defined in Article 2 of this Agreement and who has completed the probationary period.

##### **5.03 Regular Part-Time**

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work as per Articles 7.01 and 7.02, whose duties fall within the Bargaining Unit as defined in Article 2 and who has completed the probationary period.

Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- (a) Sick leave will be pro-rated in accordance with the hours worked per week.
- (b) Regular part-time employees shall receive statutory holiday pay in proportion to their straight time hours worked.
- (c) Annual Vacations will be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.
- (d) Regular part-time employees will not be entitled to group insurance as set out in Article 11.02 unless they are regularly scheduled to work a minimum of thirty (30) hours per week.

#### 5.04 **Temporary**

- (a) A temporary employee is one so informed by the Society at the start of employment. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of continuous employment.
- (b) Temporary employees hired to replace employees on leaves of absence recognized under this Collective Agreement shall not attain regular status during the duration of their temporary employment.
- (c) The period of temporary employment is not to exceed six (6) months but may be extended by mutual agreement between the Union and the Society.
- (d) A temporary employee shall be entitled to a combined Annual Vacation pay and pay in lieu of benefits at a rate of four per cent (4%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.

#### 5.05 **Casual**

- (a) Casual employees shall be those employees hired for extra or relief work. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- (b) A casual employee shall be entitled to a combined Annual Vacation Pay and pay in lieu of benefits at a rate of four per cent (4%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.

- 5.06 The Society or its Representative shall make known to the employees their job description duties and from whom they shall receive instructions as to the policies and procedures of the Society.

## **ARTICLE 6 – UNION REPRESENTATION AND NOTICE**

- 6.01 The Society shall recognize the Representative selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative of all employees within the Bargaining Unit as defined in Article 2 of this Agreement.
- 6.02 The Society shall recognize the Steward elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Steward for carrying out the duties proper to that position provided such duties are carried out in such a fashion that does not conflict with the provisions of this Agreement.
- 6.03 The Steward may, within reason, investigate and process grievances or confer with the Representative of the Union during regular working hours, without loss of pay. The Steward must obtain the Society's permission first before engaging in any such investigation or before leaving the immediate work area. This permission will not be unreasonably withheld.
- 6.04 The Society shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for the exercise of rights provided by this Agreement.
- 6.05 Leave of absence without pay may be requested by the Union for up to two (2) employee(s) to attend to Union business. Provided the Society's work requirements will allow for such leave and where the Union gives at least two (2) weeks' notice, such leave will be granted by the Society.
- 6.06 The Representative of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Society as to an appropriate length of time for such contact before meeting the employees.

6.07 **Bulletin Board**

The Society will provide a bulletin board to be posted at their main office as well as at each of the residents building office sites for the posting of this Agreement and for the posting of Union notices. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.



## ARTICLE 7 – HOURS of WORK and OVERTIME

### 7.01 Regular Work Day

A regular work day shall consist of seven (7) consecutive hours between the hours of 8:30 a.m. and 4:30 p.m.

### 7.02 Regular Work Week

Regular work week shall consist of thirty-five (35) hours.

7.03 Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual agreement between the Society and the Union. It is understood that Building Service Workers and Relief Building Service Workers work six (6) consecutive hours per day between 9:00 a.m. and 4:00 p.m.

7.04 A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Society and employee.

*NOTE:* The lunch period may be shortened by mutual agreement between the Society and the Union, from one (1) hour but to not less than one-half (1/2) hour.

### 7.05 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Article 7.03, shall be considered as overtime and paid at the following rates:

- (a) One hundred and fifty percent (150%) of the employee's hourly rate of pay for all time worked in excess of seven (7) hours per day or thirty-five (35) hours per week up to nine (9) hours per day or thirty-five (35) hours per week respectively.
- (b) Two hundred percent (200%) of the employee's hourly rate of pay for all time worked at, or in excess of, nine (9) hours per day or forty-five (45) hours per week respectively.
- (c) An employee must contact the supervisor for approval prior to working overtime.

7.06 All time worked on a statutory holiday shall be dealt with in accordance to the provisions of the Employment Standards Act.

7.07 An employee who works overtime beyond the regular work day shall be allowed a one-half (1/2) hour paid meal period and reimbursement for the meal at the regular pro-rated

hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed upon.

- 7.08 An employee who is called in during regularly scheduled days off or who is called back to work outside the working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at the overtime rates, provided the employee reports for such work.
- 7.09 Absence from work during a workday will not be used to reduce overtime entitlement on other workdays.
- 7.10 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.
- 7.11 An employee who works overtime may request to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Society.

A mutual agreement will not be unreasonably withheld. The length of time off with pay shall be equal to the overtime provisions. All banked overtime must be used or paid out by March 31<sup>st</sup> of each year.

7.12 **Cell Phone Allowance**

Where an employee is required to carry a cell phone on weekends due to a Relief Building Service Worker not being on duty, the employee will be entitled to a cell phone allowance of \$75.00 per month. The cell phone allowance will be pro-rated based on the number of weekends the employee is required to carry the cell phone.

**ARTICLE 8 – PAID HOLIDAYS**

- 8.01 The Society agrees to provide all full-time employees, who have completed thirty (30) days service with the Society, with the following holidays without loss of pay:

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

and any other day(s) that may be proclaimed a statutory holiday by the Provincial and/or Federal Government. In the event one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed upon by the Society and the employee.

8.02 In the event any of the holidays enumerated in the foregoing Article 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

8.03 In order to qualify for pay for the above-named holidays employees must have performed some work for the Society within the fourteen-day period prior to the holiday.

8.04 **Holiday Leave**

Employees are entitled to conclude their shift at noon on the last working day prior to the Christmas closure. In addition, employee's will receive three (3) days off with pay between the period of December 25 and January 1, inclusive of each year. During such days off, employees are required to remain on stand-by and available to respond to emergent matters as determined by the Society, acting reasonably. Employees who are not available to deal with emergent matters during such days off shall not be entitled to pay in respect of such days.

**ARTICLE 9 — ANNUAL VACATIONS**

9.01 (a) Regular employees shall be entitled to receive a paid vacation based upon years of service as follows:

1 – 24 months of service:	three (3) weeks per year
24 – 84 months of service:	four (4) weeks per year
over 84 months of service:	five (5) weeks per year
over 120 months of service:	six (6) weeks per year

A bonus week of vacation upon the completion of fifteen (15) years' service. The bonus week will be taken before the completion of the twentieth (20<sup>th</sup>) year of service.

(b) Upon completion of six (6) months service in the first year of employment, a regular employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed upon with the Society.

- 9.02 (a) Employees who resign or who are terminated must pay back vacation entitlement which was taken but not earned.
- (b) Vacation must be taken no later than during the twelve (12) months following the year in which it was earned. An employee may not carry over vacation without written approval.

9.03 Senior employees within classifications shall be given preference in the selection of vacation periods. An employee who wishes to take her vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following.

Employees shall select their vacation periods in order of seniority in their classification as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent periods in order of seniority.

9.04 The Society shall make available a vacation schedule by January 2<sup>nd</sup> and the employees shall indicate their vacation selection by March 15<sup>th</sup> and have such vacation confirmed by March 31<sup>st</sup> of each year and cannot be altered without the mutual consent of the parties. Vacation shall be scheduled based on the Society's fiscal year of April 1 to March 31<sup>st</sup>.

9.05 **Past Service Credits**

An employee re-entering employment with the Society not more than six (6) months after prior termination of employment will receive credit for past service in determining her vacation entitlement.

9.06 On the pay day prior to commencing a vacation period the employee will receive a payroll advance equivalent to the amount of vacation being taken for that vacation period providing the employee has sufficient funds in her vacation accumulation to make such payment.

After six (6) months of service, and with the approval of the Chief Executive Officer, a permanent staff member may apply to draw two (2) weeks of their annual vacation in advance. If, for any reason, the employee resigns or is dismissed before the end of the year, overpayments will be deducted from the employee's final pay.

## ARTICLE 10 – LEAVES of ABSENCE

### 10.01 Personal Leave of Absence

Upon thirty (30) days written notice by an employee a leave of absence for personal reasons may be granted without pay for a period of up to two (2) months when approved by the Society. During this leave of absence all monthly benefit premiums will be prepaid by the employee in full (employee's and Society's contribution).

### 10.02 Pregnancy and Parental Leave

An employee shall qualify for maternity, adoption and parental leave upon completion of the initial probation period.

#### 10.02(a) Pregnancy Leave

- i) Basic Leave Entitlement – On written request, an Employee who is pregnant shall be granted a leave of absence to a maximum of seventeen (17) weeks without pay in accordance with the Employment Standards Act of B.C.
- ii) Extended Pregnancy Leave Entitlement – On written request, an Employee shall be granted extension(s) to the fifty-two (52) weeks (pregnancy and parental together), up to an additional twenty-six (26) weeks, provided each such request is for medical reasons, is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the Employee's choice.

Absence due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits and is eligible for the Society's Long Term Disability Plan.

#### iii) Commencement of Pregnancy Leave

- 1) The pregnant Employee shall advise the Society a minimum of four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- 2) The period of pregnancy leave shall commence from eleven (11) weeks prior to the expected date of confinement. However, the Employee may request postponement of the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner of the Employee's choice.
- 3) Once pregnancy leave has commenced the Employee may not return to work during the six (6) week period following the date of delivery, unless the Employee requests in writing a shorter period a minimum of two (2) weeks in advance of the

intended date of return and provides a medical certificate from a qualified medical practitioner of the Employee's choice attesting to the Employee's ability to resume work.

- iv) Continuation of Benefits – An Employee while on pregnancy leave, including the basic leave period and any extension thereto, as specified under Article 10.02(A) b), shall be entitled to continued full benefit plan coverage and benefits under this Agreement. The Employee will continue to pay their portion of the coverage while on leave.
- v) Notice of Return to Work – An Employee on pregnancy leave who intends to return to work shall notify the Society at least thirty (3) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of her intent to return to work, whichever is the earlier date.
- vi) Employees requesting both pregnancy and parental leave must apply for them both at the same time.

**10.02(b) Parental Leave**

- i) On written request, an Employee shall be granted a leave of absence without pay for parental reasons as follows:
  - 1) For a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the Society and Employee agree otherwise.
  - 2) For a parent, other than an adopting parent, who does not take the pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (27) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
- ii) The Society may require submission of a birth certificate for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- iii) An Employee shall request parental leave at least four (4) weeks in advance of the date of commencement of the leave.
- iv) Continuation of Benefits – An Employee while on parental leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement. The Employee will continue to pay their portion of the coverage while on leave.

**10.02(c) Adoption Leave**

- i) On written request, an Employee shall be granted a leave of absence without pay for adoption reasons for a period not to exceed fifty-two (52) continuous weeks. The leave may be commenced at any time within one (1) year following the adoption of a child.
- ii) The Society may request proof of the adoption prior to the commencement of such leave.
- iii) An Employee shall request adoption leave at least four (4) weeks in advance of the date of commencement of the leave.

**10.03 Family Responsibility Leave**

An employee shall be entitled to up to three (3) days paid and two (2) days unpaid leave during each employment year to meet responsibilities related to:

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

**10.04 Educational Leave**

Educational leave without pay may be granted by the Society to regular employees requesting such leave in accordance with the following provisions:

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Society may be for varying periods up to one (1) year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Society.

**10.05 (a) General Leave**

Notwithstanding any provision for leave in this Agreement, the Society may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All

request and approvals for leave shall be in writing. Upon request, the Society will give written reasons for withholding approval.

(b) **Cultural Leave**

Upon written request and sufficient notice, cultural leave may be granted for a period of up to three (3) days per year with pay when it is deemed that this leave will be beneficial to the employee in the performance of his or her duties when working with Aboriginal peoples.

10.06 **Paid Compassionate Leave**

Compassionate leave up to five (5) days pay to compensate for loss of income for scheduled work days shall be granted by the Society upon request to attend and/or to make arrangements for the funeral of a spouse (including common-law, same sex), son, daughter, foster child (who is under the age of 18 and permanently resides the employee's household, or who is/was assigned to be under the care of the employee by the government for a period of at least twenty-four (24) consecutive months), mother, father, sister, brother, aunt, uncle, nieces, nephews, mother-in-law, father-in-law, daughter-in-law, son-in-law, brothers/sisters-in-law, legal guardian, legal ward, grandparents, grandchildren and any person who permanently resides in the household with whom the employee has a legally recognized common-law relationship.

Compassionate leave up to three (3) days pay to compensate for the loss of income for scheduled work days shall also be granted by the Society upon request to attend and/or to make arrangements for the funeral of a stepchild, spouses grandchildren or spouses grandparent.

For the purpose of this clause the term "regular employee" shall be defined as an employee who has completed his probationary period.

Three (3) additional days with pay shall be granted for travelling time when necessary. Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

Compassionate leave shall not apply when an employee is on any unpaid leave of absence.

If an employee is on vacation at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation credits.

10.07 **Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the



employee required a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sick leave under Article 11 while absent.

**ARTICLE 11 – SICK LEAVE, WELFARE PLANS, REGISTERED RETIREMENT SAVINGS (PENSION PLAN)**

11.01 (a) The Society shall allow one and one half (1.5) working days per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of one hundred twenty (120) working days. A doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. In addition to the above, employees will be allowed to attend a reasonable number of doctor and dental appointments without loss of pay.

(b) All costs for obtaining any medical certificate under this clause shall be borne by the Society.

11.02 The current group insurance plan (Chambers of Commerce Group Insurance Plan - 11923 Kekinow Native Housing Soc. 04/95) provided by the Society shall remain in effect and be available to employees.

11.03 The Society shall register all employees under the WorkSafeBC.

11.04 **Pension Plan**

Full-time employees with more than six (6) months service shall have the option of contributing up to five percent (5%) of their earnings to a pension plan established by the Society with a company approved by the Union. The Society shall match the employee contributions.

11.05 The Society shall pay fifty percent (50%) of MSP premiums for non-status employees.

**ARTICLE 12 – WAGES**

12.01 **Classifications**

Employees will be classified in accordance with the job description and skills used and shall be paid not less than the minimum hourly wage rate for such classification in accordance with the table of classifications as set forth in Appendix "A" attached hereto and made part of this Agreement.

## **Job Descriptions**

The Society agrees to provide a job description and clearly and specifically shall describe the basic responsibilities of each of the classifications established in this Agreement.

- 12.02 The rate of pay of any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Society and the Union. In the event that the Parties are unable to agree to the rate of pay for any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 or 20 of this Agreement.
- 12.03 It is expressly understood and agreed that the wage scales, set out in the Appendix "A" will establish the employee's wage rate.
- 12.04 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed.
- 12.05 Where an employee has the necessary qualifications and has proven his or her ability to perform the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Society recognizes equal pay for equal work.
- 12.06 Any employee hired, who reports for work and is not put to work at the direction of the Society, shall be granted a minimum of four (4) hours pay.

## **ARTICLE 13 — SENIORITY**

- 13.01 Seniority shall mean length of continuous service with the Society as a Union member, except that credit shall be given for service prior to certification of the bargaining unit.
- 13.02 An employee who leaves the bargaining unit and returns within six (6) months shall have his/her seniority and benefits restored.
- 13.03 An employee laid-off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Society provided the employee last worked for the Society within six (6) months prior to her re-entry.
- 13.05 Regular part-time employees will be considered as regular employees for the purposes of seniority and credited with seniority on a pro-rated basis consistent with the length of

time employed.

- 13.06 When on approved leave of absence on Union business under Article 6.05, all approved leaves of absence under Article 10, and sick leave under Article 11.01, an employee will continue to accrue seniority.
- 13.07 Seniority lists will be provided to the Union office in June and December of each calendar year.

#### **ARTICLE 14 — JOB POSTING, PROMOTION, LAYOFF and RECALL**

- 14.01 The Society shall fill job vacancies from within the bargaining unit before hiring new employees, provided employees with the necessary qualifications are available to fill the vacant positions.

Each regular vacancy and/or new position shall be posted on the Society's premises for three (3) working days, with notification of the posting to be sent to each member and the local Union office at the time of the posting. The posting shall outline the job title, group classification and salary range.

Employees who are absent from their place of employment may make preliminary applications for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

All employees applying for the posted position shall be notified, in writing, of receipt of their applications and whether they have been successful in attaining the new job.

- 14.02 Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at the employee's length of service step with the Society.
- 14.03 An employee promoted to a higher classification within the bargaining unit shall be working on a trial period for three (3) months. The trial period may be extended by mutual agreement of the parties. Conditional on satisfactory service, the promotion shall become permanent upon completion of the trial period. Should the employee prove unsatisfactory in the position during the trial period, or be unable to perform the duties of the new classification, the employee shall be returned to her former position without loss of seniority and shall be paid her former salary plus any increments to which she may have become entitled had she not been promoted. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and the foregoing seniority and salary policy shall apply.

14.04 **Layoff**

If a reduction of staff is necessary, the Society shall meet with the Union Representatives and the following procedure shall be adopted:

- (a) The employee with the least amount of seniority shall be the first to be laid off in the classification affected;
- (b) The laid off employee may displace an employee with less seniority in any classification provided the laid off employee has the qualifications to satisfactorily perform the position duties; and;
- (c) Any employee displaced from her position as a result of this bumping procedure shall have the right to displace an employee with less seniority in any classification provided she has the qualifications to satisfactorily perform the position duties.

14.05 **Notice of Layoff and Termination**

The Society shall give regular full-time and regular part-time employees the following written notice of layoff or termination for reasons other than just cause, or normal pay for that period in lieu of notice:

- (a) Two (2) weeks notice after three (3) consecutive months employment;
- (b) Three (3) weeks notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks notice.

The foregoing shall not apply to employees dismissed for cause.

14.06 Any regular full-time or part-time employee with six (6) months or more service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of six (6) months.

14.07 **Recall**

Notice of recall to an employee who has been laid-off shall be made by courier or by registered mail to the employee with a copy to the Union. The employee must respond to such notice within five (5) days of receiving it or lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or family emergency shall not lose such rights thereby, but such employee may be bypassed for a position. The employee must advise the Society of her current mailing address.

- 14.08 An employee on the recall list shall have first rights to any vacancy in her former job classification or to a similar classification for which the employee is qualified, and the Society will not hire for or promote to such a classification while an eligible employee is on the recall list.
- 14.09 A recalled employee shall receive her former salary and any salary increments to which she would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a layoff period.

## **ARTICLE 15 – GENERAL**

- 15.01 The Society agrees to keep all machinery, furniture and fixtures in a normal state of repair and working condition.

### **15.02 Contracting Out**

The Society agrees that it will not contract out any bargaining unit work currently performed by bargaining unit employees if such contracting out results in the layoff of employees within the bargaining unit.

### **15.03 Jury Duty**

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid her for jury service or acting as a subpoenaed witness and the amount she would have earned, had she worked on such day(s). An employee on jury duty shall furnish the Society with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable period of time. She shall not be required to report if less than two (2) hours of her normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.

### **15.04 Employer Functions**

The Society will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Society in accordance with existing policy as established by BC Housing. Receipts for expenses shall be provided at the request of the Society.

### **15.05 Car Allowance**

- (a) When the employee is required to use their car for Society's business they will be compensated at the rate per kilometre as established by the Federal Government.

- (b) Car insurance will be covered for the difference between business and pleasure where the employee is required to use her car for Society business.

#### **15.06 Sexual and/or Personal Harassment in the Workplace**

- (a) The Union and the Society recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual and/or personal harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (ii) a reprisal or threat or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact including but not limited to any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia and the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
  - (i) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive of the Society. Complaints of this nature shall be treated in strict confidence by both the Union and the Society. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Section, (iii) herein.
  - (ii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - (iii) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to

Step 2 of the grievance procedure. Incidents occurring prior to the twenty-five (25) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.

- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Society may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (v) Pending determination of the complaint, the Society may take interim measures to separate the employees concerned if deemed necessary.

15.07 **Computer Screens**

Upon request by an employee, the Society agrees to install anti-glare screens on computer screens.

15.08 **Parking**

Where practical the Society shall make available free parking for support staff. If the Society is unable to obtain sufficient parking spaces (on site) for support staff who drive to work, those spaces available will be allocated to staff by seniority. The Society is not required to rent parking spaces off site.

**ARTICLE 16 – DISCHARGE, DISCIPLINE and TERMINATION**

16.01 **Just Cause**

It is hereby agreed that the Society has the right to discharge for just cause, and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Society's option. At the time of discharge, the Society will provide the employee with a written statement, clearly establishing the reasons for such discharge, with a copy to the Union and a Union Job Steward and/or Union Representative shall be present at the meeting held to terminate the Employee's employment with the Society.

16.02 If upon joint investigation by the Union and the Society, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Society, reinstated to her former position without any loss of seniority or rank or benefits, and shall be compensated by the Society for all time lost retroactive to the date of discharge.

16.03 An employee whose employment is terminated by the Society, as set forth in Section 1 above, shall be paid all vacation credits and salary due upon such termination of

employment.

**16.04 Notice**

Beyond a verbal warning, the Society shall provide an employee with written notice stating the disciplinary action to be taken, and the reasons for this action. The Union office will receive a copy of this written notice.

All disciplinary letters in an employee's file will be expunged after twenty-four (24) months without further incident.

**16.05 Personnel File**

Upon written notice, employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents and such requests shall not be unreasonably denied.

**ARTICLE 17 – TECHNOLOGICAL, PROCEDURAL CHANGES, MERGER SUSPENSION OF BUSINESS AND SEVERANCE PAY**

**17.01 Definition, Notice, Disclosure and Consultation**

- (a) Wherever possible, the Society shall provide the Union with up to six (6) months written notice of intention to introduce a measure, policy, practice or change that will affect the terms, conditions or security of employment of an employee.
- (b) After the required notice has been given, the Society and the Union will meet in good faith and endeavour to develop an adjustment plan appropriate to the scope and extent of the pending change(s) identified above and consistent with the provisions of the appropriate legislation.

17.02 Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for re-training to equip her for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Society without loss of pay, to the affected employee.

17.03 In cases where the re-training of an employee is not practical, or where another position with the Society is not available, the employee shall be entitled to exercise their bumping rights, pursuant to Article 14.04 or shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section shall receive all the benefits she had accrued during employment at the end of the recall period or at such earlier time as she may elect to terminate.

17.04 Where recall is applied under Section 3 above, a specified extension of the recall period



may be mutually agreed upon by the employee and the Society, subject to written approval by the Union.

## **ARTICLE 18 – GRIEVANCES**

18.01 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Society and any employee or employees bound by the Collective Agreement or between the Society and the Union.

18.02 Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Society, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Society or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 2.

### **STEP 1**

The employee shall first take up the grievance with the Supervisor directly in charge of the work within five (5) working days of the circumstances giving rise to the grievance.

### **STEP 2**

If the grievance is not satisfactorily settled at Step 1, the employee and the Job Steward or Union Representative shall submit the grievance, in writing, to the General Manager or representative designated by the Society, within the next ten (10) working days following the Step 1 reply.

### **STEP 3**

If a satisfactory settlement is not reached at Step 2, the grievance within the next ten (10) working days following the written reply at Step 2, may be referred to Arbitration as set out in Article 19 or 20.

- (c) A Union Steward must be present at all disciplinary meetings with an employee and at all of the Steps of the grievance procedure. Attendance at such meetings will be without loss of pay.

18.03 The time limits set out in this Article are directory and may be extended by written mutual agreement between the parties.

18.04 Nothing in the grievance procedure shall be deemed to take away the right of any

employee to present and discuss directly with the Society, a problem of personal nature.

- 18.05 Grievances that are initiated or conducted outside the procedures for filing a grievance pursuant to Article 18 of the Collective Agreement, shall be deemed null and void by both parties to the agreement.

#### **ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION**

- 19.01 Where the Parties do not reach a satisfactory resolution to the grievance at Step 2 of the Grievance Procedure they may participate in any of the alternate dispute resolution processes offered by the Labour Relations Board or under the Labour Relations Code or by other processes agreed by the Society and the Union. Except where the Code specifically requires that the process be binding, the Parties may mutually agree in writing that the alternative process will provide a binding decision.

#### **ARTICLE 20 – SINGLE ARBITRATOR**

- 20.01 Where either Party desires to go to arbitration under Step 3 of the Grievance Procedure set out in Article 18.02 the following process shall apply:

1. The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18.02, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on an Arbitrator within ten (10) days of the notice in Point 1, either Party may apply to the Labour Relations Board to appoint an Arbitrator.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his/her award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.

The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An Arbitration award under this Article shall not be subject to further procedure under Article 19 of this Agreement.

4. Each Party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

## **ARTICLE 21 – DURATION**

### **21.01 (a) Duration**

This Agreement shall be binding and remain in full force for the period from and including April 1, 2016 to and including March 31, 2021.

### **(b) Notice to Bargain**

This Agreement shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to March 31, 2021 or sixty (60) days prior to March 31 in any year subsequent thereto.

### **(c) Agreement to Continue Force**

Both Parties shall comply with the terms of this Agreement during the period of the collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike or legal lockout, as the case may be.

### **(d) Exclusion of Operations: Section 50(2) and 50(3) L.R.C. The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent legislative provisions.**

### **(e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.**

## **ARTICLE 22 – PROTECTIVE EQUIPMENT, CLOTHING, FOOTWEAR AND TOOLS**

Where necessary and in order to perform their job, the Society will provide employees with protective equipment and tools and will replace or repair such items when required.

## **ARTICLE 23 – MAINTAINING LABOUR RELATIONS**

### **23.01 Joint Consultation**

#### **(a) On the request of either party, the parties shall meet as the need arises but no less than once every two (2) months, or at a time mutually agreed to by the parties, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.**

#### **(b) The purpose of the Joint Consultation Committee is to promote the cooperative**

resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

- (c) The Joint Consultation Committee shall be comprised of two (2) members appointed by the Society, the Union Representative and two (2) members appointed by the Union.



Signed at Surrey, BC	this 6 day of	November	, 2018
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***Party of the First Part;***

***Party of the Second Part;***

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

	
<i>Shelly Hill, CEO</i>	<i>Cheryl Popeniuk - Union Representative</i>

**E&OE**

**APPENDIX "A"**

**WAGES**

Increase wages effective April 1, 2018:

Category	2018	2019	2020	2021
Office Clerk	\$20.00	\$20.30	\$20.60	\$20.91
Accounting Clerk	\$22.50	\$22.84	\$23.18	\$23.53
Property Administrator	\$22.00	\$22.33	\$22.66	\$23.00
Cultural Outreach Worker	\$24.00	\$24.36	\$24.73	\$25.10
Building Service Worker	\$21.00	\$21.32	\$21.63	\$21.96
Relief Building Service Worker	\$18.00	\$18.27	\$18.54	\$18.82

Wage Increases effective April 1, 2019 – 1.5%

Wage Increases effective April 1, 2020 – 1.5%

Wage Increases effective April 1, 2021 – 1.5%

Signed at Surrey, BC	this 6 day of	November	, 2018
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**Party of the First Part;**

**Party of the Second Part;**

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

  
**Shelly Hill, CEO**

  
**Cheryl Popeniuk - Union Representative**

**E&OE**



The Parties further agree that the following employee's wages will be grandfathered as follows and will receive the annual percentage increases as outlined in Appendix A:

<u>Shannon Carpenter (Officer Clerk)</u>	<u>\$21.56/hour</u>
<u>Theresa Michel (Accounting Clerk)</u>	<u>\$23.98/hour</u>

The parties also agree that Victoria Moen will be grandfathered and will be able to continue to contribute up to 8% of her earnings to the pension plan and the Society will continue to match the amount up to 8%.



<b>Signed at Surrey, BC</b>	<b>this</b> <i>6</i> <b>day of</b> <i>November</i> <b>, 2018</b>
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***Party of the First Part;***

***Party of the Second Part;***

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

	
<b><i>Shelly Hill, CEO</i></b>	<b><i>Cheryl Popeniuk - Union Representative</i></b>

**E&OE**