

# **COLLECTIVE AGREEMENT**

Between

**LU'MA NATIVE HOUSING SOCIETY**

And

**CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES UNION  
LOCAL 378**



**January 1, 2021 – December 31, 2024**



# COLLECTIVE AGREEMENT

**BETWEEN:** LU'MA NATIVE HOUSING SOCIETY

**AND:** MoveUP (CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

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**BETWEEN:** LU'MA NATIVE HOUSING SOCIETY  
(hereinafter referred to as the "Employer")

*Party of the First Part*

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

*Party of the Second Part*

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## ARTICLE 1 – PURPOSE

**1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer 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 Employer and its employees; and to promote and maintain such conditions of employment.

**1.02** Impact of Legislation

- (a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
- (c) If after forty-five (45) working days from the commencement of negotiations referred to in Article 1.04(a) the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

## ARTICLE 2 – BARGAINING UNIT AND RECOGNITION

**2.01** The Employer recognizes the Union as the sole bargaining authority for all employees in its premises within the jurisdiction of MoveUP (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, business agent, management personnel, or representative of the Employer.

**2.02** All members shall be required to use their Union Label.

**2.03** The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP (Canadian Office and Professional Employees Union) with the designation of 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 Employer 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 Employer 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**

- 3.01** The Employer agrees that all employees in the bargaining unit shall maintain Union membership in MoveUP (Canadian Office and Professional Employees Union) as a condition of employment.
- 3.02** The Employer agrees to acquaint new employees 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** The Employer 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.
- 3.04** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee if the employee fails to renew the employee's membership or bring up to date dues owing within seven (7) days of written notice from the Union.

#### **3.05 Assignments of Wages and Employee Information**

The Employer 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 persons 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 Employer that their number is unlisted

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

- i) new hires
- ii) terminations
- iii) promotions
- iv) demotions
- v) lateral moves
- vi) salary revisions
- vii) address and name changes
- viii) employees on extended leave of absence
- ix) acting pay appointments
- x) overtime worked
- xi) telephone number changes, except where employees have expressly indicated to the Employer that their number is unlisted
- xii) seniority

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

## ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

- 4.01** Except as expressly limited by this Agreement, the Employer 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 lay-off employees; to require employees to observe such rules and regulations issued by the Employer as are consistent with the provisions of this Agreement; and to decide the number and location of its offices, 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 first ninety (90) days of employment. After ninety (90) 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 ninety (90) days of employment. This period may be extended by mutual agreement between the Union and the Employer.

**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 fewer than the normal hours of work as per Sections 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 prorated in accordance with the hours worked per week.
- (b) Regular part time employees will be paid six (6%) percent of gross earnings with each pay period in lieu of statutory holidays.
- (c) Annual vacation entitlement and leaves of absences entitlements under Article 10 shall be prorated 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) All regular part time employees scheduled to work less than twenty (20) hours per week will receive six (6%) percent in lieu of benefits and pension. All regular part time employees who are scheduled to work twenty (20) hours or more per week shall be entitled to full benefits as per Article 11.02.
- (e) part time regular employees will work according to a regular part time schedule and shall not be scheduled to work less than fourteen (14) hours per week, including statutory holidays, unless specifically agreed to by the Parties.

**5.04 Temporary:**

- (a) A temporary employee is one so informed by the Employer 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 leave of absence under Sections 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.
- (c) The period of temporary employment is not to exceed six (6) month's but may be extended by mutual agreement between the Union and the Employer.
- (d) A temporary employee shall be entitled to a combined Statutory, Annual Vacation pay and pay in lieu of benefits at a rate of eighteen percent (18%) of gross earnings. The understanding is that these employees perform their duties on statutory holidays.

**5.05 Casual:**

- (a) Casual or extra 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 Statutory, Annual Vacation Pay, Leaves of Absence (Article 10), and pay in lieu of benefits and pension at a rate of eighteen (18%) of gross earnings.

**5.06** The Employer or the employee's 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 establishment.

## ARTICLE 6 – UNION REPRESENTATION

- 6.01** The Employer 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 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 Employer as to an appropriate time and length of time for such contact before meeting the employees.
- 6.03** The Employer 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.
- 6.04** 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 Employer's permission first before leaving the immediate work area. This permission will not be unreasonably withheld.
- 6.05** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.06** Leave of absence without pay may be requested by the Union for one (1) or more employee(s) to attend to Union business. Provided the Employer'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 Employer.

## ARTICLE 7 – HOURS OF WORK AND OVERTIME

- 7.01 Regular Work Day and Work Week for Employees at Nanaimo:**
- (a) A regular work day including the lunch period shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m.
- (b) The starting and finishing times may be adjusted by mutual agreement.
- (c) A regular work week shall consist of thirty-five (35) hours.
- 7.02 Regular Work Day and Work Week for Employees at Supportive Housing Division:**
- (a) A regular work day including the lunch period shall consist of eight and a half (8.5) hours and shall provide for a continuous operation based on seven days per week, 24 hours per day.
- (b) Employees required to stay on site and be available during the lunch period, or employees who are the sole employee working on shift, the meal period will be paid for at straight time rates.

(c) A regular work week shall consist of forty (40) hours.

**7.03** Hours of work as provided in Sections 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.

**7.04** A one (1) hour unpaid 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 Employer and employee.

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

**7.05** Persons arriving late due to unusual circumstances may make up the time later that day or draw from the accumulated time off bank.

**7.06 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 ten (10) hours per day or forty (40) 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, ten (10) hours per day or forty (40) hours per week.

(c) Claims for overtime must be submitted within five (5) working days after earning them or it will not be included in that pay period.

**7.07** All time worked on a statutory holiday shall be dealt with in accordance to the provisions of the Employment Standards Act 1995.

**7.08** An employee requested to work in excess of two (2) hours overtime beyond the regular work day shall be allowed a one-half (1/2) hour meal period, at the prevailing overtime rate of pay and reimbursement for the meal, to the maximum allowable under Federal government guidelines.

Where an employee is required to work four (4) hours overtime beyond an overtime meal period already taken and where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.

Where an employee misses a paid meal period to which the employee is entitled, the employee shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.

Notwithstanding the foregoing on-call employees who are called out and work four (4) hours overtime shall be entitled to a meal period and a paid meal break as noted above. On-call employees who are not called out are not entitled to this provision.

An employee is entitled to mileage from the employee's home to the work site at the mileage rate set by Federal government guidelines.

- 7.09 An employee who is called in during regularly scheduled days off or who is called back to work outside the regular 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.
- 7.10 Overtime duties shall be shared equally between all qualified members of each department.
- 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 Employer. The length of time off with pay shall be equal to the overtime provisions. Banked overtime must be taken with six (6) months of accrual or the overtime shall be paid to the employee at the wage rate at time of earning.
- 7.12 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.

**ARTICLE 8 – PAID HOLIDAYS**

8.01 The Employer agrees to provide all full-time employees with the following holidays (including their birthday) without loss of pay:

New Year's Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	National Indigenous Peoples Day
British Columbia Day	Family Day	Boxing Day
Christmas Day	Lu'ma Day	National Day of Truth and Reconciliation

and any other public holiday(s) proclaimed by the Federal Government or the Government of the Province of British Columbia.

When a statutory holidays falls on a Saturday, or 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 Employer 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 Christmas Leave:**

- (a) In addition to the holidays, other than Christmas and Boxing Days, the Employer agrees to provide all regular full-time employees at Nanaimo with a paid Christmas Leave beginning two (2) working days prior to Christmas day and ending one (1) working day after New Year's Day.

All regular full-time employees at Supportive Housing Division shall receive straight time pay in lieu of time off, with the exception of statutory holidays.

- (b) The Employer may canvas employees in critical departments at Nanaimo for volunteers to reschedule Christmas Leave to ensure coverage. Employees who volunteer to reschedule their Christmas Leave will be given full discretion in selecting the rescheduled dates. Rescheduling Christmas Leave will not be considered when approving other employees' vacation selection.

## ARTICLE 9 – ANNUAL VACATIONS

- 9.01** (a) Upon completion of twelve (12) months' service, a regular employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- (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 Employer.
- 9.02** (a) Regular employees shall be entitled to receive a paid vacation based upon years of service as follows:
- |                             |                             |
|-----------------------------|-----------------------------|
| 1 – 4 years of service      | – three (3) weeks' vacation |
| 5 – 9 years of service      | – four (4) weeks' vacation  |
| 10 or more years of service | – five (5) weeks' vacation  |
- (b) Employees shall be entitled to an additional 1 day's paid vacation for each year of service after 10 years. These additional days plus the five weeks shall not exceed thirty days or six weeks in total.
- 9.03** Payment for vacation entitlements outlined in Article 9.02 above shall be:
- (a) *Three (3) weeks' Vacation*  
six percent (6%) of gross earnings or current wage rate, whichever is greater.
- (b) *Four (4) weeks' Vacation*  
eight percent (8%) of gross earnings or current wage rate, whichever is greater.
- (c) *Five (5) weeks' or more Vacation*  
ten percent (10%) of gross earnings or current wage rate, whichever is greater.
- (d) *More than Five (5) weeks' Vacation*  
Additional days of vacation as set out in Article 9.02(b) shall provide an additional point four (0.4%) percent on gross earnings for each such day accrued to a maximum of twelve (12%) percent of gross earnings or current wage rate, whichever is greater

- 9.04** (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. Vacation not carried forward or taken within the year it was earned will be paid out on the first pay cycle in the following year. Employees will elect to either bank or pay out vacation accrued during disability, maternity and parental leave.

**9.05** Senior employees shall be given preference in the selection of vacation periods. An employee who wishes to take the employee's 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 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.

**9.06** The Employer shall make available a vacation schedule by October 1<sup>st</sup> and the employees shall indicate their vacation selection by December 1<sup>st</sup> and have such vacation confirmed by no later than January 15<sup>th</sup> of the following year.

The Employer will have all vacation requests falling within January 1<sup>st</sup> –January 31<sup>st</sup> of the following year confirmed by December 15<sup>th</sup> or the requests will be deemed to be approved.

The Employer will have the vacation requests confirmed for the remainder of the year by January 15<sup>th</sup> of each year or the requests will be deemed to be approved.

Employees submitting vacation requests after December 1<sup>st</sup> shall submit their requests in writing and will endeavour to provide as much notice as possible. The employer endeavours to respond to such requests within five (5) working days. Approval shall be subject to minimum staffing requirements of each department, regardless of seniority, and shall not be given to employees who are scheduled for on call coverage during the requested vacation period.

**9.07 Past Service Credits:**

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

**9.08** Upon fifteen (15) days' written notice, a regular employee shall be entitled to receive, prior to commencement of the employee's vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

## ARTICLE 10 — LEAVES OF ABSENCE

**10.01** Upon thirty (30) days' written notice by an employee a leave of absence for personal reasons may be granted once in every five (5) year period provided that such leave of absence shall not interfere with the operation of the department. An employee may be granted a leave of absence without pay for a period of up to six (6) months. Such leave may be extended for an additional period of up to two (2) months when approved by the Employer. Upon return to work an employee shall be credited with seniority from the start of employment up to the date of departure of the employee on a leave of absence. Vacation, sick leave and family responsibility leave do not accrue. During this leave of absence all monthly benefit premiums will be prepaid by the employee in full (employee's and Employer's contributions).

**10.02 Bereavement Leave:**

- (a) In case of death of an Immediate Family (herein after defined) member an employee shall be granted up to five days leave of absence with full pay. Such leave of absence will not be charge against sick leave, holiday entitlement or other acquired time off.
- (b) "Immediate Family" shall include a husband, wife, spouse, partner, son daughter, step child, father, mother, father in law, mother in law, brother, brother in law, sister, sister in law, nieces, nephews, uncles, aunts, grandparents, or spouse's grandparents, grandchildren or spouse's grandchildren.
- (c) "Extended Family" shall include traditional or customary adopted family.  
"Traditional or Customary Adoption" shall include those community practices where an employee is adopted into the family or house of a person or family (not related by blood).
- (d) Up to 2 additional days off (without pay) shall be granted where a funeral takes place out of province or in a remote location.  
Up to 1 additional day off (without pay) shall be granted where a funeral takes place and is held at a location which is more than a five-hour distance (one way) from the employee's address.

**10.03 Maternity Leave (Pregnancy Leave)**

- (a) Unless otherwise provided herein leave of absence without pay for a continuous period no less than seventeen (17) weeks will be granted to an employee for maternity leave (pregnancy leave).
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by the employee's physician and submitted to the Employer as soon as is reasonable within the second trimester.
- (c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin the employee's leave of absence, such leave shall not commence earlier than eleven (11) weeks before the expected date of the birth. An employee may alter, but only once, the date of commencement of the employee's leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date the employee originally wished to commence the employee's leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy the employee shall, on the recommendations of the employee's physician, commence the employee's leave of absence immediately.

- (d) Once the employee has commenced the employee's leave of absence the employee will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates the employee intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth the employee may, upon presenting to the Employer a medical certificate from the employee's physician apply to the Employer for an extension of the seventeen (17) weeks leave of absence to a date recommended by the physician.

Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and/or after the pregnancy leave of absence unless a parental leave of absence is also taken then the sick leave provision will apply after such leave. If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using the employee's sick leave entitlement. The granting of sick leave provisions in such cases will be medically supported with a medical certificate.

- (g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- (h) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer at least two (2) weeks prior to the desired date of return or two (2) weeks prior to the expiry date of the maternity leave.
- (j) On return from maternity leave, the employee will be reinstated in the employee's former position and receive the same wage rate and benefits as the employee received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave.

- (l) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay the employee's share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while the employee is on leave.
- (m) When an employee on maternity leave fails to notify the Employer of the employee's desire to return to work, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy pursuant to the terms of the Collective Agreement.

#### **10.04 Parental Leave (including Adoption Leave)**

- (a) An employee may, upon four (4) weeks written notice, request leave without pay:
  - (i) For a birth mother who takes maternity leave, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.03;
  - (ii) For a birth mother who does not take maternity leave, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks of that event.
  - (iii) For a birth father, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
  - (iv) For an Adopting Parent, up to sixty-two (62) consecutive weeks unpaid leave beginning within 52 weeks after the child is placed with the parent.

An employee shall be entitled to extend the parental leave (including adoption leave) by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- (b) In the case of the birth mother, this leave must be taken immediately following the end of the maternity leave (17 weeks) under Article 10.03. The combined maternity and parental leave will not exceed seventy-eight (78) weeks unless otherwise provided for by this Collective Agreement or by the Employment Standards Act.
- (c) In the case of the birth father, this leave must be taken within the seventy-eight (78) week period immediately following the birth of the child. In order to be eligible for such leave, the employee may be required to furnish to the Company proof of the child's birth.
- (d) In the case of the Adopting Parent, this leave must be taken within the seventy-eight (78) week period after the child is placed with the parent. In order to be eligible for such leave, the employee may be required to furnish the Employer proof of adoption.

- (e) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (f) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's parental leave (including adoption leave).
- (g) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay their share of the premium cost of the benefit plan then the Employer will continue to pay the employer's portion of the benefit premiums while the employee is on leave.
- (h) Employees desiring to return to regular employment following Parental Leave shall notify the Employer at least two (2) weeks prior to the expiry date of the Parental Leave.
- (i) When an employee on parental leave (including adoption leave) fails to notify the Employer of their desire to return to work, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy pursuant to the terms of the Collective Agreement.

**10.05 Maternity Leave Allowance / Supplemental Unemployment Benefit (SUB) Plan**

In order to receive the Maternity Leave Allowance/SUB Plan, a regular employee must have completed the employee's probationary period pursuant to Article 5.01 and must provide to the Employer proof that the employee has applied for and is eligible to receive Unemployment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Unemployment Insurance benefits is not eligible for Maternity Leave Allowance/SUB Plan top-up. An employee who qualifies for Maternity Leave (Pregnancy Leave) pursuant to Article 10.03 and the Maternity Leave Allowance/SUB Plan shall be paid a Maternity Leave allowance in accordance with the Employers Supplemental Unemployment Benefits (SUB) Plan.

**10.06**

Pursuant to the Supplemental Unemployment Benefit (SUB) Plan the Maternity Leave Allowance will consist of:

- (a) Two (2) weeks at ninety-three (93%) percent of the employee's basic pay;
- (b) Fifteen (15) weeks additional, in accordance to E.I. and E.S.A. provisions weekly with such payments equivalent to the difference between the Unemployment Insurance gross benefits and any other earnings received by the employee and ninety-three (93%) percent of the employee's basic pay.

**10.07 Parental Leave (including Adoption Leave) Allowance / SUB Plan**

In order to receive the Parental Leave Allowance / SUB Plan a regular employee must have completed their probationary period pursuant to Article 5.01 and must provide to the Employer, proof that the employee has applied for and is eligible to receive Unemployment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Unemployment Insurance benefits is not eligible for Parental

Leave Allowance/SUB Plan top-up. An employee who qualifies for Parental Leave pursuant to Article 10.04 and the Parental Leave Allowance/SUB Plan shall be paid a Parental Leave Allowance in accordance with the Employers Supplemental Unemployment Benefits (SUB) Plan.

**10.08**

Pursuant to the Supplemental Unemployment benefit (SUB) Plan the Parental Leave (including Adoption Leave) allowance will consist of:

A maximum number in accordance with E.I. provisions of weekly payments, equivalent to the difference between the Unemployment Insurance gross benefits and any other earnings received by the employee and seventy-five (75%) percent of the employee's basic pay.

In the Event both parents are employees of the Employer, the employees shall select the same shared allotment as selected for the splitting of the E.I. benefit.

**10.09**

If the employee has opted for the extended parental leave, the aggregate amount the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard leave top-up.

**10.10**

**Vacation Entitlement and Vacation Pay during Parental Leave (including Adoption Leave):**

Upon return to work from Parental Leave an employee shall be deemed to have been continuously employed for the purpose of calculating the employee's entitlement to vacation leave. The minimum amount of vacation pay for such vacation leave shall be calculated based on the employee's gross wages/earnings during the vacation entitlement year.

**10.11**

**Special Leave/Family Illness:**

A special leave bank of seventy (70) hours will be credited to each regular employee on January 1st each year and is not accumulative and shall not exceed a total of seventy (70) hours per calendar year.

- (a) Where leave from work is required, an employee shall be entitled to special leave at the employee's regular rate of pay for the following:

Type of Leave	Allotment
Employee's Wedding	3 days (2 week notice required)
Attend Child's Wedding	1 day (2 week notice required)
Birth or Adoption of Child	1 day
Serious Household\Domestic Emergency	1 day
Moving Household Furniture and Effects	1 day (Maximum 2 times per year)
Employee's Citizenship Interview	1 day
Employee's Citizenship Ceremony	1 day
Attending Funeral of Non-family Member	1\2 day
Employee's Child Court Appearance	1 day
Medical and Dental Appointments	As required
Domestic and Sexual Violence Leave	As required
Unspecified Personal Days	As required

- (b) In the case of illness or hospitalization of an immediate family member (as defined in Article 10.02) of an employee, and when no one other than the employee can provide for the needs of the ill immediate family member, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of five (5) days' paid leave at any one time for this purpose.
- (c) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period, four (4) days' leave may be taken from the special leave bank at the time of the ceremonial occasion.

**10.12 Educational Leave:**

- (a) Educational leave without pay granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:
  - i) 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 Employer may be for varying periods up to one (1) year, which may be renewed by mutual agreement.
  - ii) 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 Employer.

**10.13 General Leave:**

Notwithstanding any provision for leave in this Agreement, the Employer 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 Employer will give written reasons for withholding approval.

**10.14 Gender Reassignment Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 10.10 Special Leave, Article 11.01 Sick Leave or Article 10.12 General Leave depending on the employee's request.

The union, the employer and the employee will work together to tailor the general transition plan to the employee's 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.

**10.15 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 the employee for jury service or acting as a subpoenaed witness and the amount the employee would have earned, had the employee worked on such day(s). An employee on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable period of time. The employee shall not be required to report if less than

two (2) hours of the employee's 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.

**10.16 First Responder Leave:**

Employees who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched.

**10.17 Compassionate Care Leave:**

This article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

- a) In this section, "family members" means:
  - in relations to an employee:
    - i.) The employee's spouse, child, parent, sibling, grandchild or grandparent;
    - ii.) Any person who lives with the employee as a member of the employee's family;
    - iii.) The employee's aunt or uncle, niece or nephew, current or former foster parents, ward or guardian;
    - iv.) The spouse of the employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- b) In relation an employee's spouse:
  - i.) spouse's child, parent or step-parent, sibling or step-sibling;
  - ii.) The spouse's grandparent, grandchild, aunt or uncle, niece or nephew;
  - iii.) The spouse's current or former foster parent, or current or former ward; and
  - iv.) Anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership.
- c) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:
  - i.) The date the certificate is issued; or
  - ii.) If the leave began before the date the certificate is issued, the date the leave began.
- d) The employee must give the employer a copy of the certificate as soon as practicable.
- e) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (3) begins.

- f) A leave under this section ends of the last day of the week in which the earlier of the following occurs:
  - i.) The family member passes away;
  - ii.) The expiration of 26 weeks or other prescribed period from the date the leave began.
- g) A leave taken under this section must be taken in units of one or more weeks.
- h) If an employee takes a leave under this section and the family member to whom subsection (3) applies does not pass away within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (3) and subsection (4) to (7) apply to the further leave.
- i) An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and terminate entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
  - i.) An employer will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
  - ii.) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.
  - iii.) When the leave ends, the employer must place the employee in their former position or a comparable one.

**10.18 Domestic or Sexual Violence Leave:**

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.

The Employer shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

- (a) In each calendar year, the Employer shall grant each employee paid leave if needed, to address the personal effects of violence and abuse, without loss of seniority, for up to ten (10) days, from their Article 10.10 Special Leave entitlements.
- (b) The Employer, the employee and the Union will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- (c) The Employer will direct affected employees to appropriate counseling and support services.
- (d) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations as required.

- (e) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

## **ARTICLE 11 – SICK LEAVE, WELFARE PLANS, REGISTERED RETIREMENT SAVINGS PLAN & PENSION**

- 11.01** (a) Subject to Article 11.02, the Employer shall allow one and one-quarter (1 1/4) 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 eighty-five (85) working days (“Sick Days Bank”).
- (b) Notwithstanding paragraph (a) above, where an employee demonstrates a regular habit of using all or substantially all the employee’s sick leave each month, the employee may be required to supply a doctor’s certificate each and every time the employee is on sick leave, the cost of which will be borne by the employer.
- (c) All regular full-time employees shall be entitled to all the benefits identified in Article 11 fully paid by the Employer.
- (d) Upon termination of employment (not including those terminated with cause) the Employer shall pay the employee up to thirty (30) days Sick Days Banked. (Provided the Sick Days are so banked.)
- (e) Notwithstanding paragraph (a) above, those employees who have now banked over eighty-five (85) days shall retain those additional days banked but cannot replenish any days beyond the eighty-five (85) days Sick Days Banked.
- 11.02** All regular part-time employees who work twenty (20) hours or more per week for the prior three (3) consecutive months shall be entitled to all the benefits identified in Article 11 fully paid by the Employer. This twenty (20) hours per week shall include all sick and vacation leave taken by the employee for any scheduled work day during the week.
- 11.03** **Dental Plan:**  
Dental coverage shall be provided to each full-time employee to a maximum of two thousand (\$2000) dollars per calendar year, in accordance with provisions of restrictions outlined in the Benefit Booklet. There is no deductible. Premiums are one-hundred (100%) percent Employer paid.

The Employer will reimburse one hundred (100%) percent of any orthodontic costs by employees with proof of purchase or receipt, with a lifetime limit of twenty-five hundred (\$2500) dollars. This orthodontic coverage will be for the employee and employee’s dependants.

**11.04 Wage Indemnity/Short Term/Long Term Disability Plan:**

- (a) Short Term: Employees will be entitled to one hundred (100%) percent of their pay from their sick bank until their sick bank is used up. The Employer will top up E.I. benefits to a maximum of sixty-seven (67%) percent of regular weekly wage. The employee must first provide proof of receipt of E.I. benefit before any top up wages will be paid.
- (b) Long Term Disability: After seventeen (17) weeks of continuous illness or disability, the employee must apply for Long Term Disability coverage, to be paid in accordance with the Group Benefit Plan as set out in Appendix "D" of the Collective Agreement.

**11.05 Extended Health Benefit Plan:**

In addition to the Employee Benefit Plans listed under Appendix "D", the employer will provide employees with a Health Spending Account. The employer will fund each employee's health spending account with Five Hundred (\$500) dollars per year for allowable medical expenses, including prescription eye glasses.

Any amount left over in the Health Spending Account will automatically be carried for the next 12 months and added to the following Health Spending Account's yearly allocation. Any amount of the carried forward balance not used by the end of the next Health Spending Account's plan year will revert back to the Employer.

Eligible prescription drugs shall be covered at a rate of one hundred (100%) percent. Premiums are to be one hundred (100%) percent Employer paid.

**11.06 Group Life and Accidental Death Insurance:**

Death benefit shall be the equivalent of one year's annual salary at the current wage rate. Accidental death benefit shall be the equivalent to two (2) times the annual salary of the current wage rate.

**11.07** The Employer shall register all employees under the Workers' Compensation Act of B.C. and pay the full premium cost for employee coverage.

**11.08 RRSP / Pension:**

Regular Full Time employees and Regular Part Time employees scheduled to work more than twenty (20) hours per week employed at Nanaimo will become and remain members of the Public Service Pension Plan.

Any employee who is permitted and has elected not to join the new Pension Plan will remain in the existing RRSP/Pension Plan. The required contribution rates to the existing RRSP/Pension Plan for such employees and the Employer will be equivalent to the contribution rates required by the Public Service Pension Plan.

Regular Full Time employees and Regular Part Time employees at Supportive Housing Division will be enrolled in a Registered Pension Plan (RPP). The employer shall equally match the employee's contribution to the RRSP up to 3.5%.

Employees may make voluntary contributions over and above the contributions outlined above, which are not matched by the employer. All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.

When the employee terminates employment with the Employer, the employee is eligible to receive the employee contributed portion of their RRSP, per the plan options.

**11.09 Employee Benefits to Provide:**

The Employee Benefits provided for by the Carrier of the Group Benefit Plan will be set out in Appendix "D" and form part of this Collective Agreement. Where changes are contemplated to the existing benefits and benefit entitlements by the Employer, the Employer will meet with representatives of the Union to discuss the proposed changes prior to the implementation. Such changes will not create benefits that are less than or inferior to the existing benefits set out in Appendix "D" unless specifically agreed to by the Parties.

**11.10 E.I. Premium Reduction:**

The employer agrees that five-twelfths (5/12) of the Employment Insurance Premium reduction will be paid back to the employee annually, where applicable and shall be paid in a manner agreed by the parties.

## ARTICLE 12 – WAGES

**12.01** Employees will be classified in accordance with the skills used and shall be paid not less than the minimum hourly wage rate for such classification in accordance with the table of classifications and the job descriptions as set forth in Appendices "A" and "B" which are attached hereto and made part of 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 Employer 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 Appendix "A" will establish the employee's wage rate and an employee will not be given a wage rate above the maximum rate unless otherwise specifically provided for by this Agreement.

**12.04** Where an employee has the necessary qualifications and has proven the employee's ability to handle 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 Employer recognizes equal pay for equal work.

**12.05** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification of the majority of the work being done.

- 12.06 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. This provision shall not apply for brief relief periods of less than one (1) day except that if an employee is required to work at a higher classification on a recurring basis (i.e. each day, each week or each month), the higher rate of pay shall apply as provided in Article 12.05 foregoing.
- 12.07 Any employee hired, who reports for work and is not put to work at the direction of the Employer, shall be guaranteed a minimum of four (4) hours' pay.
- 12.08 Any employee working on call shall receive compensation of one-half (1/2) hour at one hundred and fifty percent (150%) of the employee's hourly rate of pay for each interruption outside the regular working day. Such interruptions shall be properly documented.
- 12.09 **On-call Premium**  
Compensation for the disruption to a **normal life style** that is created by an employee being required to be on call when off duty. The Employer agrees to \$150 dollars per month for employees continually on-call.

## ARTICLE 13 — SENIORITY

- 13.01 Seniority shall mean length of continuous service with the Employer as a Union member, except that credit shall be given for service prior to certification of the Bargaining Unit.
- 13.02 Except as otherwise provided in this Agreement, an employee who leaves the Bargaining Unit and subsequently returns within six (6) months, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 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 Employer provided the employee last worked for the Employer within six (6) months prior to the employee's 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 prorated basis consistent with the length of time employed.
- 13.06 When on approved leave of absence on Union business under Sections 6.06 and 10.11, and sick leave under Article 11.01, an employee will continue to accrue seniority.
- 13.07 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

## **ARTICLE 14 — JOB POSTINGS, PROMOTION, LAY-OFF AND RECALL**

- 14.01** The Employer 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 Employer'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 Employer.

- 14.03** An employee promoted to a higher classification within the bargaining unit shall be working on a trial period for three (3) months. 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 the employee's former position without loss of seniority and shall be paid the employee's former salary plus any increments to which the employee may have become entitled had the employee 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 Lay-Off:**

If a reduction of staff is necessary, the Employer shall meet with the Union Representatives as soon as possible and no reduction of staff shall occur until such a meeting has taken place; once the Employer has met with the Union 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
- (c) The laid off employee may elect placement rights into any vacancy in the employee's former job classification or into a vacancy of a similar classification for which the employee is qualified or

(d) Any employee displaced from the employee's position as a result of this bumping procedure shall have the right to the placement provisions as noted in (b) above or to displace an employee with less seniority in any classification provided the employee has the qualifications to satisfactorily perform the position duties.

**14.05 Notice of Lay-Off and Termination:**

All regular (i.e. permanent) employees shall be given, in writing, the following notice of lay-off or termination for reasons other than just cause:

(a) Notice of Lay-Off— two (2) weeks' notice; or

(b) Notice of Termination — one (1) month's pay for each year of service.

*NOTE:* If a regular employee is laid off and at the end of the six month recall period is not recalled, severance pay in the amount of one (1) month's pay for each year of service will be paid.

**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 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. An employee having to give notice to another Employer shall be deemed as having complied within this five (5) day period. The employee must advise the Employer of the employee's current mailing address.

**14.08** An employee on the recall list shall have first rights to any vacancy in the employee's former job classification or to a similar classification for which the employee is qualified, and the Employer 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 the employee's former salary and any salary increments to which the employee 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 lay-off period.

## ARTICLE 15 — GENERAL

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

**15.02** No work which is properly or customarily performed by employees within the Bargaining Unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside 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 the employee for jury service or acting as a subpoenaed witness and the amount the employee would have earned, had the employee worked on such day(s). An employee on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable period of time. The employee shall not be required to report if less than two (2) hours of the employee's 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.

**15.03** The Employer will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Employer in accordance to operating agreements. Receipts for expenses shall be provided at the request of the Employer.

**15.04 Parking:**

The Employer shall make available free parking for support staff. If the Employer 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 Employer is not required to rent parking spaces off site.

**15.05** Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

**15.06 Car Allowance:**

- (a) When the employee is required to use their car for Employer's business they will be compensated a maximum of thirty-two (32) kilometres each way from home and return plus the kilometres travelled doing this work at the rate per kilometre as established by the Federal Government. This includes travel to and from regularly scheduled managers' meetings.
- (b) Car insurance will be covered for the difference between business and pleasure where the employee is required to use the employee's car for Employer business.
- (c) Those employees required to attend regularly scheduled managers' meetings but who do not have cars will be reimbursed for taxi fares or bus fares. Where taxis are used the employees will be expected to arrange cab pooling wherever possible.

**15.07 Bullying, Discrimination, and Harassment**

- (a) The Employer and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

- (b) Discrimination relates to any of the prohibited grounds contained in the BC Human Rights Code. Grounds for discrimination include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, gender, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment.
- (c) Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is likely to cause offence or humiliation to any reasonable person.
- (d) Discrimination and harassment do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (e) Any employee who feels that they are subject to discrimination or harassment may file a grievance pursuant to Article 18. Notwithstanding the process in Article 18, where appropriate, the parties may agree to use any other process available to them, including Section 87 of the Labour Relations Code, to resolve complaints under this clause.

**15.08 Sexual Harassment in the Workplace:**

- (a) The Union and the Employer recognizes the right of employees to work in an environment free from sexual 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 of 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.

**15.09 Personal Harassment in the Workplace:**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment by other employees. The Employer shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, gender, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
  - (1) Physical threats or intimidation;
  - (2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) Distribution or display of offensive pictures or materials.

- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.
- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

### **15.10 Anti-Bullying**

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying by other employees. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) Intimidates, shows hostility, threatens and offends others;
  - (2) Interferes with a worker's performance;
  - (3) Otherwise adversely affects others.
- (c) Bullying conduct includes, but is not limited to:
  - Name calling;
  - Humiliation;
  - Spreading rumours and gossiping;
  - Public ridicule;
  - Scapegoating and blaming;
  - Taunting;
  - Ostracizing;
  - Sexualizing;
  - Making racial or ethnic slurs;
  - Ignoring people;
  - Sarcastic jokes;
  - Invading one's personal space;
  - Giving limited information, then blaming;
  - Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
  - Removing areas of responsibilities without cause;
  - Inappropriate or unprofessional log book entries;
  - Constantly changing work guidelines;
  - Establishing impossible deadlines that will set up the individual to fail;
  - Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
  - Criticizing a person persistently or constantly;
  - Belittling a person's opinions;
  - Blocking applications for training, leave or promotion;
  - Tampering with a person's personal belongings or work equipment.

## 15.11 Complaint Procedure

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to the CEO or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union representative. Complaints of this nature shall be treated in strict confidence by both the Employer and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the CEO in writing within 14 days of receipt of the complaint. The CEO shall within 14 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union representative, the complainant and the respondent shall be apprised by the CEO or designate's resolution.
- (d) Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.
- (e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (f) Pending determination of the complaint, the CEO or designate may take interim measures to separate the employees concerned if deemed necessary.
- (g) In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the CEO or designate's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
  - (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 8.
- (j) This clause does not preclude an employee from filing a complaint under the BC Human Rights Code. A complaint of harassment or bullying shall not form the basis of a grievance.

- (k) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

**15.12 Video Display Terminals:**

(a) *Eye Examinations*

Employees who are required to work with Video Display Terminals on a regular basis shall be entitled to the following:

- i) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year.
- ii) the Employer shall grant leave of absence with pay for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.
- iii) if "special glasses" are required, the Employer will provide Bolle, Comput-Irex, VDT glasses, either clip-ons or glasses, on request.

(b) *Rest Breaks*

Employees who operate Video Display Terminals on a continuous basis shall be entitled to two (2) ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.

(c) *Pregnancy*

A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer, or the employee may elect to take an unpaid leave of absence.

- (d) Where in the opinion of the operator's doctor the work is in any way detrimental to the employee's health or well-being, the employee may request a review of the job duties. The Employer will endeavour to assign the VDT Operator an alternate position within the same classification or to alternate duties.

(e) *Equipment and Work Environment*

The Employer agrees to maintain VDT equipment and the work environment in accordance with standards established by WorkSafeBC.

- (f) The Employer shall ensure that new equipment has adjustable keyboards and screens.

**15.13 Disciplinary Letters:**

All disciplinary letters in an employee's file will be expunged after eighteen (18) months without further incident. Any employee will be given the opportunity on seven (7) days written notice to the Employer to review their personnel file.

**15.14 Severance pay** will be one (1) month for each year of service.

**15.15 Expenses:**

Monthly expense claims must be submitted within five (5) working days after month end. Monthly expense claims will be reconciled by the employer within ten (10) working days after submission.

**15.16 Tool List:**

Employees who are required to use tools will have their own hand tools, but Lu'ma will supply power tools and consumable: drill bits, saw blades, etc.

**15.17** The employer shall provide feminine hygiene products in all staff bathrooms.

**15.18** Staff Development

Employees interested in any training course or program for the purpose of employee development, workshops, conferences and other training opportunities may, with the Employer's approval, be entitled to one or all of the following:

- Paid leave; and
- The Employer will reimburse the employee for part or all of the tuition/fees associated with enrolment of the course or program.

Employees who voluntarily sever their employment within one (1) year of receiving reimbursement for tuition and or fees in excess of five thousand dollars (\$5000.00) may be required to reimburse the Employer.

## **ARTICLE 16 — DISCHARGE AND TERMINATION**

**16.01** It is hereby agreed that the Employer 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 Employer's option. At the time of discharge, the Employer 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 Employer.

**16.02** If upon joint investigation by the Union and the Employer, 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 Employer, reinstated to the employee's former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

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

## **ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

- 17.01 Definition, Notice, Disclosure and Consultation:**
- i) Wherever possible, the Employer 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.
  - ii) After the required notice has been given, the Employer 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 the employee for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer 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 Employer 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 Article shall receive all the benefits the employee had accrued during employment at the end of the recall period or at such earlier time as the employee may elect to terminate.
- 17.04** Where recall is applied under Article 3 above, a specified extension of the recall period may be mutually agreed upon by the employee and the Employer, 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 Employer and any employee or employees bound by the Collective Agreement or between the Employer and the Union.
- 18.02** Grievances or complaints shall be settled in the following manner:
- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
  - (b) If the Employer or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.  
**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 a Representative designated by the Employer or the Office Manager, 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 forth in Articles 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 Employer, a problem of a personal nature.

## **ARTICLE 19 — SINGLE ARBITRATOR**

The Parties to this Agreement mutually agree, they may use the services of a single arbitrator as a means of settling grievances and disputes.

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 this within ten (10) days of such notice or in the event one (1) of the Parties declines the procedure, notice of Arbitration may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make the employee's 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 the employee's 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.
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 20 — EMPLOYMENT STANDARDS**

The Company agrees that "the Employment Standards Act 1995," and Regulations (Act), shall be recognized as the minimum labour standards for all employees covered by this Agreement. At no time is it the intent of the Parties to apply any provision(s) of this Collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this Collective Agreement does not contain a provision which is contained in the Act, such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.

## ARTICLE 21 – DURATION

- 21.01** This Agreement will be in full force and to reflect a three-year agreement January 1, 2021 to December 31, 2024, and 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 the **31st day of December**, or sixty (60) days prior to the **31st day of December** in any year subsequent thereto.
- 21.02** It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia.

## ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

### **22.01 Occupational Health and Safety**

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this health and safety article.

### **22.02 Joint Occupational Health and Safety Committee**

A Joint Union/Employer Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Employer. One representative from each side shall serve as co-chairs. The Employer will provide the committee with a person to be the recording secretary. The recording secretary will be responsible for the minutes and will not have a voice or vote on the committee.

The Health and Safety Committee shall meet regularly not less than bi-monthly. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.

Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board and a copy shall be posted on the Union bulletin board. All recommendations and requests from the joint Health and Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.

The Union representatives on the Health and Safety Committee shall be entitled to five (5) days paid Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

**22.03 Industrial First Aid Requirements, Courses and Premiums**

- (a) Where the Employer designates an employee to act as a First Aid Attendant in addition to the normal requirements of the job, the cost of obtaining and renewing the required First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.
- (b) Employees designated to act as First Aid Attendants in addition to their normal job responsibilities shall receive a monthly allowance of fifty dollars (\$50) per month in addition to their regular salaries per Appendix "A".

Signed at Vancouver, BC                      this 18                      day of ~~July~~ August, 2021

**SIGNED ON BEHALF OF THE EMPLOYER      SIGNED ON BEHALF OF THE UNION**  
*Party of the First Part    Party of the Second Part*

	
<b>Marcel Swain, LLB</b> <b>CEO</b>	<b>Nathan Beausoleil, Union</b> <b>Representative</b>
	
	<b>Tosha Lheritier</b>

E&OE

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**APPENDIX "A" – Salary Scales**

<b>CATEGORY</b>	<b>01-Jan-20</b>	<b>01-Jan-21 2.5%</b>	<b>01-Jan-22 2.5%</b>	<b>01-Jan-23 2.5%</b>
<b><u>Category 9</u></b> - <b><u>Youth Mentorship Director</u></b> <b><u>Health and Wellness Director</u></b>	<u>\$107,625.00</u>	<u>\$110,315.63</u>	<u>\$113,073.52</u>	<u>\$115,900.35</u>
<b><u>Category 8</u></b> - <b><u>Director of Technology</u></b> <b><u>Director of Finance</u></b> <b><u>People and Culture Director</u></b> <b><u>Executive Director</u></b> <b><u>Program Director</u></b>	<u>\$97,375.00</u>	<u>\$99,809.38</u>	<u>\$102,304.61</u>	<u>\$104,862.22</u>
<b><u>Category 7</u></b> - <b><u>Tenant Relations Supervisor</u></b> <b><u>Maintenance Coordinator</u></b> <b><u>Director of Housing Operations</u></b> - -	<u>\$87,125.00</u>	<u>\$89,303.13</u>	<u>\$91,535.70</u>	<u>\$93,824.10</u>
<b><u>Category 6</u></b> - <b><u>Accountant</u></b> <b><u>Data Systems Community</u></b> <b><u>Liaison</u></b> <b><u>Senior Project Manager</u></b> - -	<u>\$77,271.00</u>	<u>\$79,202.78</u>	<u>\$81,182.84</u>	<u>\$83,212.42</u>
<b><u>Category 5</u></b> - <b><u>Project Officer</u></b> <b><u>CVM Project Coordinator</u></b> <b><u>Data Analyst</u></b>	<u>\$71,286.00</u>	<u>\$73,068.15</u>	<u>\$74,894.85</u>	<u>\$76,767.23</u>
<b><u>Category 4</u></b> - <b><u>Supportive Housing Program</u></b> <b><u>Manager</u></b> <b><u>Housing Operations</u></b> <b><u>Administrator</u></b> <b><u>Field Representative</u></b>	<u>\$64,062.00</u>	<u>\$65,663.55</u>	<u>\$67,305.14</u>	<u>\$68,987.77</u>

Collective Agreement between LU'MA NATIVE HOUSING SOCIETY  
and  
MoveUP (Canadian Office and Professional Employees Union, LOCAL 378)  
Term: January 1, 2021 – December 31, 2024

<b><u>Category 3</u></b>	<u>\$56,901.00</u>	<u>\$58,323.53</u>	<u>\$59,781.61</u>	<u>\$61,276.15</u>
<b><u>Security Officer</u></b>				
<b><u>Maintenance Worker</u></b>				
<b><u>Janitorial Coordinator</u></b>				
<b><u>Building Manager</u></b>				
<b><u>Maintenance Clerk</u></b>				
<b><u>AR Specialist</u></b>				
<b><u>AP Specialist</u></b>				
<b><u>Homelessness Prevention</u></b>				
<b><u>Outreach Worker</u></b>				
<b><u>Lodge Coordinator</u></b>				
<b><u>Category 2</u></b>				
-				
<b><u>Clerical Assistant</u></b>				
<b><u>Executive Assistant</u></b>	<u>\$54,250.00</u>	<u>\$55,606.25</u>	<u>\$56,996.41</u>	<u>\$58,421.32</u>
<b><u>Receptionist/ Secretary</u></b>				
<b><u>Janitorial</u></b>				
<b><u>Category 1</u></b>				
-	-			
-	-			
<b><u>Tenant Support Worker</u></b>	<u>\$23.16</u>			
<b><u>Building Support Worker</u></b>	<u>\$23.16</u>			
<b><u>Kitchen Coordinator</u></b>	<u>\$23.16</u>	<u>\$25.42</u>	<u>\$26.06</u>	<u>\$26.71</u>
<b><u>Homemaker</u></b>	-			
<b><u>Lodge Administrator</u></b>	<u>\$23.58</u>			
<b><u>Weekend Relief Caretaker</u></b>	<u>\$15.58</u>			
<b><u>Lodge Housekeeper</u></b>	<u>\$20.87</u>			

\* Plus \$2.00 per hour

\*\*\* Position to be discontinued when vacated by incumbent

## APPENDIX "B" – Job Descriptions

### Job Descriptions:

The Parties will set up a committee with a view to reviewing the job descriptions set out in Appendix A for the purpose of defining the duties to properly reflect the present day operation of the Society. This committee will bring their study back to the Parties with their recommendations within a three month period and not later than May 1, 2020.

Further, once the job descriptions are in place the Parties will do a performance review to ensure that the duties required are properly compensated in line with the Levels required.

E&OE

## **APPENDIX "C" – Employee Assistance Program (EAP)**

Employee Handout

**THE FOLLOWING PAGES ARE THE PAGE #'S FROM THE  
EMPLOYEE ASSISTANCE PROGRAM (EAP) BOOKLET  
PREPARED BY THE PLAN ADMINISTRATOR**

## **APPENDIX "D" – Employee Benefit Plans**

Employee Handout

**THE FOLLOWING PAGES ARE THE PAGE #'S FROM THE  
EMPLOYEE BENEFIT PLANS BOOKLET  
PREPARED BY THE PLAN ADMINISTRATOR**

## APPENDIX "E"

### Call Out Procedure for Part-Time and Relief Workers at Supportive Housing Division

Casual employees are employed on an "on call" basis to cover absences of a regular employee, or where regular part-time employees have not opted in for additional hours.

- (a) Casual employees will be considered internal applicants when applying for vacancies.
- (b) Casual employees will not be used in such a way as would reduce the number of regular full-time and/or part-time positions.

The Employer shall maintain a seniority list of casual employees which shall be supplied when requested by the Union. When a casual employee is hired into a regular position, they shall be placed on the regular seniority list and be credited with seniority in accordance with Article 14.

In the case of compassionate leave, casual employees are entitled to leave as per Article 10.16 Compassionate Care Leave. (d) Attendance at court arising from the relief employee's employment shall be with pay and travel expenses if required by the Employer.

A casual employee who resigns their position and within 60 days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority. 2

#### **Relief Call-in Process**

Each property shall maintain a call-in list of relief and regular part-time employees who request additional hours.

Regular part-time employees who have requested additional hours will be called in first, in order of seniority, provided they are suitable and qualified to work in the classification, shift and work location.

If there are no regular part-time employees available to work, casual employees will be called, in order of seniority, provided they are suitable and qualified to work in the classification, shift and work location.

Each property will keep a log of all calls made for relief shifts. The logbook shall show:

- (1) the date;
- (2) employee called;
- (3) time called;
- (4) the position/shift being called to fill;
- (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
- (6) signature of caller.

All staff on the call-in list will provide one phone number on which they can be contacted for relief shifts.

If no answer, the caller shall make note in the logbook and move to the next available employee on the call-in list. If an answering machine or voicemail is reached or a person is available to take a message, the caller shall leave a message stating there is an available shift and note "message left" in the logbook.

Regular part-time employees shall state availabilities for work on the call list, including those projects/buildings where they are prepared to work.

Any dispute regarding relief shifts will be handled via the grievance procedure.

Casual employees shall earn seniority, which they shall have the right to exercise in accordance with Article 14.

Casual employees shall provide their general availability and preference of shift for work to the Employer in writing, upon hire and if their availability and preferences changes.

Except for employees on an authorized leave of absence by the Employer, casual employees must work at least 1 shift during any four-month period, provided this work is offered by the Employer. Those that do not do so shall be considered to have abandoned their employment.

A casual employee who has not met the requirement of the above will be notified of this requirement by email and/or written communication with sufficient notice to remedy the situation.

If the situation is not remedied, a subsequent email will be sent to the affected employee advising of the deemed abandonment. The Union will be copied on both emails to the employee.

## Letter of Understanding I – Grand-Fathered Vacation

**BETWEEN: Lu'Ma Native Housing Society**

*the Employer;*

**AND: MoveUP (Canadian Office and Professional Employees Union, Local 15)**

*the Union;*

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This letter is attached to and becomes a part of the Collective Agreement.

The parties agree to the following:

- 1) During the 2004 round of negotiations the vacation benefits were changed. Clause 9.2(b) was amended to improve benefits after 15 to 19 years of service;
- 2) This improvement was not to exceed six (6) weeks vacation in total;
- 3) Two employees were nearing the benefit of a bonus week upon completion of their twentieth year of service which was the benefit in the old language;
- 4) Notwithstanding the six (6) week limit the employer agrees to honour the bonus week for these two employees;
- 5) The grand-fathered employees are Doreen Mayer and Mary Uljevic.

Dated June \_\_\_\_, 2004.

Signed for the Employer

For the Union

Marcel Swain LLB  
Managing Consultant

Paul Bjarnason  
Business representative

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## Letter of Understanding II – Senior Project Officer

**BETWEEN:** Lu'Ma Native Housing Society

*the Employer;*

**AND:** MoveUP (Canadian Office and Professional Employees Union, Local 15)  
*the Union;*

The parties agree that when a Project Officer is designated a “Senior” Project Officer such person shall receive a premium of two (\$2.00) dollars per hour over and above their actual rate of pay.

Dated this 5th November, 2009.

SIGNED ON BEHALF OF THE EMPLOYER  
*Party of the First Part*

SIGNED ON BEHALF OF THE UNION

<b><i>Marcel Swain, LLB CEO</i></b>	<b><i>Sean Clancy – Business Representative</i></b>
	<b><i>Charmaine Murray – Secretary-Treasurer</i></b>

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# Letter of Understanding III – Aboriginal Homelessness Project

**BETWEEN: Lu'Ma Native Housing Society**

*the Employer;*

**AND: MoveUP (Canadian Office and Professional Employees Union, Local 15)**  
*the Union;*

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The parties agree that in the spirit of dovetailing the seniority of Lu'ma Native BCH Aboriginal Homelessness Project employees with the employees of Lu'ma Native Housing Society that employees of Lu'Ma Native Housing Society who had previous employment with the Lu'ma Native BCH Aboriginal Homelessness Project will have their seniority adjusted to reflect that employment.

Dated this 5th November, 2009.

SIGNED ON BEHALF OF THE EMPLOYER  
*Party of the First Part*

SIGNED ON BEHALF OF THE UNION

<b><i>Marcel Swain, LLB CEO</i></b>	<b><i>Sean Clancy – Business Representative</i></b>
	<b><i>Charmaine Murray – Secretary- Treasurer</i></b>

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## Letter of Understanding IV – Funding Provision

**BETWEEN: Lu'ma Native Housing Society**

*the Employer;*

**AND: MoveUP (Canadian Office and Professional Employees Union, Local 15)**

*the Union;*

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This letter is to confirm the parties' intent, notwithstanding Article 21 of the Collective Agreement, to re-enter in good faith negotiations on wages in the event of a cessation or major change in the amount of funding provided by CMHC or any other government source.

Signed on this 12<sup>th</sup> day of November, 2009.

SIGNED ON BEHALF OF THE EMPLOYER  
*Party of the First Part*

SIGNED ON BEHALF OF THE UNION  
*Party of the Second Part;*

<b>Marcel Swain, LLB CEO</b>	<b>Sean Clancy – Business Representative</b>
	<b>Charmaine Murray – Secretary- Treasurer</b>

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# Letter of Understanding V – Aboriginal Patient Lodge

## LETTER OF UNDERSTANDING V

BETWEEN

LU'MA NATIVE HOUSING SOCIETY

Party of the first part;

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378

Party of the second part

**Whereas** the Canadian Office and Professional Employees Union Local 378 have obtained majority support of the employees at Aboriginal Patient Lodge, and

**Whereas** the Canadian Office and Professional Employees Union Local 378 is the successor to Canadian Office and Professional Employees Union Local 15

**Whereas** Lu'ma Native Housing Society is administering the program and services provided by Aboriginal Patient Lodge, and

**Whereas** the parties are desirous of regulating the terms and conditions of all the employees on an equitable basis,

**They have therefore agreed as follows:**

Lu'ma Native Housing Society recognizes Canadian Office and Professional Employees Union Local 378 as the exclusive bargaining agent for all of the employees employed at Aboriginal Patient Lodge;

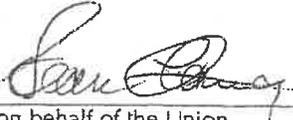
The employees at Aboriginal Patient Lodge will be subject to the terms and conditions of the Collective Agreement in effect between Lu'ma Native Housing Society and Canadian Office and Professional Employees Union Local 378;

The seniority of the employees at Aboriginal Patient Lodge will be established and recognized effective from their original date of hire at Aboriginal Patient Lodge;

The parties will amend Appendix A of the Collective Agreement as necessary to incorporate these positions and their existing rates of pay.

Signed at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Signed on behalf of the Employer  
Marcel Swain, LLB

  
\_\_\_\_\_  
Signed on behalf of the Union  
Sean Clancy, Union Representative

/ae: USW 2009

## Letter of Understanding VI – Working From Home: (Telework Plan Project)

### RE: REMOTE WORK

Remote Work is defined as “recurring work that is done from the employee’s home”. The Employer and the Union agree to a Remote Work process.

1. Remote Work is voluntary and may be terminated with a minimum of two (2) weeks notice by the Employer or the Union or the employee. Remote Work will only be allowed by mutual agreement of the employee and the Company.
2. While performing Remote Work, employees retain all rights and benefits of the Collective Agreement, including Worksafe BC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in Remote Work.
3. The Employer will provide the Union with all names of bargaining unit members who are working remotely, as well as a list of agreed to telecommuting hours.
4. Employee selection for Remote Work shall be on a fair and equitable basis, subject to the arrangement being operationally practical and feasible.
5. The employee will provide dedicated work space in the employee’s home for the purpose of working remotely. An Information Services staff member may need to attend the remote worksite for set up, maintenance and trouble shooting. The Employee will be provided with a minimum of four (4) hours’ notice of an on-site visit that occurs under this paragraph.
6. The Employer will provide employees working from home with the computer and telecommunications equipment, workstation and supplies necessary to perform the tasks identified for Remote Work. Employees will be expected to properly handle and house company property. Employees will be provided with a \$100.00 allowance per month to cover any potential increases as a result of using their home internet for company purposes.
7. The Parties recognize that the Employees’ home office is a worksite that is covered by provincial health and safety regulations. The Employer and the Employee have the responsibility to ensure the home office is a safe, secure and ergonomically correct work environment. From time to time at least one (1) bargaining unit member from the occupational Health and Safety Committee or a Union Safety Officer will participate in a visit to the home-based office to ensure it meets all safety, health, security and other required operating standards. The Employer will provide the Employee a minimum of one (1) days’ notice of an on-site visit that occurs under this paragraph.
8. Liability for the cost of maintenance or replacement of company property will be the Employer’s. Further, the employee will not be required to incur additional insurance costs as a result of Remote Work.
9. The Employer and employee will mutually set the hours of work subject to operational requirements. However, such hours will not exceed an employee’s normal weekly hours. All hours will be paid at the employee’s normal straight-time earnings, except where overtime is approved by the employee’s manager.
10. The home office will be the employee’s established worksite but will be considered part of the Employee’s established headquarters.

11. Employees who work remotely will manage dependent care and personal responsibilities separately from work, in a way that allows them to successfully meet job responsibilities.
12. Employees who work remotely will be required to adhere to the Company Ethics and to data security provisions as outlined by the Employer.
13. Any disputes in the application of this Letter of Understanding will go to the Employer and the Union for resolution. In the event an agreement is not reached, the matter will be subject to the grievance and arbitration procedure.

