

COLLECTIVE AGREEMENT

Between



KEKINOW NATIVE HOUSING SOCIETY

(hereinafter referred to as the "Society")

PARTY OF THE FIRST PART

And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

April 1, 2021 to March 31, 2023

INDEX by ARTICLES

ARTICLE 1 — PURPOSE.....	5
ARTICLE 2 — BARGAINING UNIT and RECOGNITION.....	6
ARTICLE 3 — UNION SECURITY AND DEDUCTION OF DUES.....	6
3.09 Assignments of Wages and Employee Information	7
3.12 Impact of Legislation.....	8
ARTICLE 4 — MANAGEMENT RIGHTS	9
ARTICLE 5 — DEFINITION of EMPLOYEES.....	9
5.01 Probationary Period.....	9
5.02 Regular Full-Time.....	9
5.03 Regular Part-Time.....	9
5.05 Casual.....	11
ARTICLE 6 — UNION REPRESENTATION AND NOTICE.....	11
6.07 Bulletin Board.....	12
6.08 Trainee Leave.....	12
ARTICLE 7 — HOURS of WORK and OVERTIME.....	12
7.01 Regular Work Day.....	12
7.02 Regular Work Week.....	13
7.05 Overtime Premiums	13
7.12 Cell Phone Allowance.....	14
ARTICLE 8 — PAID HOLIDAYS.....	14
8.04 Holiday Leave.....	15
ARTICLE 9 — ANNUAL VACATIONS	15
9.01 Vacation Leave.....	15
9.05 Past Service Credits.....	16
ARTICLE 10 — LEAVES of ABSENCE.....	18
10.01 Personal Leave of Absence.....	18
10.02 Pregnancy and Parental Leave.....	18
10.03 Family Responsibility Leave.....	19
10.04 Educational Leave	20
10.06 Paid Compassionate Leave.....	20
10.07 Gender Transition Leave.....	21
10.08 Compassionate Care Leave	21
10.09 Domestic or Sexual Violence Leave.....	23
ARTICLE 11 —SICK LEAVE, WELFARE PLANS, REGISTERED RETIREMENT SAVINGS (PENSION PLAN).....	24
11.04 Pension Plan.....	24
12.01 Classifications	25

ARTICLE 13 — SENIORITY.....	26
ARTICLE 14 — JOB POSTING, PROMOTION, LAYOFF and RECALL.....	26
14.04 Layoff.....	27
14.05 Notice of Layoff and Termination.....	27
14.07 Recall.....	28
ARTICLE 15 — GENERAL.....	28
15.02 Contracting Out.....	28
15.03 Jury Duty.....	28
15.04 Employer Functions.....	29
15.05 Car Allowance.....	29
15.06 Computer Screens.....	29
15.07 Parking.....	29
ARTICLE 16 — DISCHARGE, DISCIPLINE and TERMINATION.....	30
16.01 Just Cause.....	30
16.04 Notice.....	30
16.05 Personnel File.....	30
ARTICLE 17 — TECHNOLOGICAL, PROCEDURAL CHANGES, MERGER SUSPENSION OF BUSINESS AND SEVERANCE PAY.....	31
17.01 Definition, Notice, Disclosure and Consultation.....	31
ARTICLE 18 — GRIEVANCES.....	31
ARTICLE 19 — ALTERNATE DISPUTE RESOLUTION.....	32
ARTICLE 20 — SINGLE ARBITRATOR.....	33
ARTICLE 21 — DURATION.....	33
ARTICLE 22 – PROTECTIVE EQUIPMENT, CLOTHING, FOOTWEAR AND TOOLS.....	34
ARTICLE 23 – MAINTAINING LABOUR RELATIONS.....	34
23.01 Joint Consultation.....	34
ARTICLE 24 – OCCUPATIONAL HEALTH & SAFETY.....	34
24.01 Occupational Health and Safety.....	34
24.02 Bullying, Discrimination, and Harassment.....	35
24.03 Sexual Harassment in the Workplace.....	35
24.04 Personal Harassment in the Workplace.....	36
24.05 Anti-Bullying.....	36
24.06 Complaint Procedure.....	37
APPENDIX "A".....	39
LETTER of UNDERSTANDING.....	40
LETTER of UNDERSTANDING.....	41

COLLECTIVE AGREEMENT

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

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

DATE AND REFERENCE:

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

WITNESSETH:

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

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

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Society and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time; to promote the mutual interest of the Society and its employees; and to promote and maintain such conditions of employment.
- 1.02 The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia. Without limiting the foregoing the Parties agree that where possible, the new positions in the bargaining unit that are not filled from within will be from within the Aboriginal community.

ARTICLE 2 – BARGAINING UNIT and RECOGNITION

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

ARTICLE 3 – UNION SECURITY AND DEDUCTION OF DUES

- 3.01 The Society agrees that all employees in the bargaining unit who are currently members of the Union or who become members of the Union shall maintain Union membership in MoveUP (the Canadian Office and Professional Employees Union, Local 378) as a condition of employment.
- 3.02 MoveUP as a Union requires an Initiation Fee equal to twenty five dollars (\$25.00) and monthly dues equal to one and one half percent (1.5%) of gross monthly earnings, with a minimum due of twenty dollars (\$20.00). Dues and the initiation fee shall be deducted by the Society and submitted to the Union.
- 3.03 The Union requires allocation for membership maintenance directly from affected members on any unpaid leave of absence that retains seniority rights in the collective

agreement. The cost is \$20.00 per month, payable directly by the member to the Union.

- 3.04 The Parties include the dues and initiation fee amount as a matter of clarity to MoveUP members. The Initiation fees, minimum dues and monthly dues are subject to change, and the Parties will endeavour to keep the amounts listed up to date during negotiations. The Union retains complete discretion in determining its dues structure and initiation fee.
- 3.05 The Society agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.
- 3.06 Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Society agrees to terminate employment of said employee if the employee fails to renew their membership or bring up to date dues owing within seven (7) days of written notice from the Union.
- 3.07 Upon written authority from the employee, the Society agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.
- 3.08 The Society further agrees that all new employees as set out in Article 2.01 hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

3.09 **Assignments of Wages and Employee Information**

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

- (a) employee id number
- (b) name – address
- (c) monthly salary
- (d) amount of dues deducted
- (e) job classification
- (f) employee status
- (g) date of hire

- (h) work location
- (i) telephone number, except where employees have expressly indicated to the Society that their number is unlisted

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

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

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

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

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

3.12 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 10.5(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 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – DEFINITION of EMPLOYEES

5.01 Probationary Period

All new employees as set out in Article 2.01, except temporary employees, will be considered probationary for the sixty (60) days worked, or one hundred-and twenty (120) calendar days of employment, whichever comes first. After sixty (60) days worked, or one hundred-and twenty (120) calendar 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 sixty (60) days worked, or one hundred-and twenty (120) calendar days of employment. This period may be extended by mutual agreement between the Union and the Society.

5.02 Regular Full-Time

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

5.03 Regular Part-Time

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work as per Articles 7.01 and 7.02, whose duties fall within the Bargaining Unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- (a) Sick leave will be pro-rated in accordance with the hours worked per week.
- (b) Regular part-time employees shall receive statutory holiday pay in proportion to their straight time hours worked.

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

5.04 **Temporary**

- (a) A temporary employee is one so informed by the Society at the start of employment. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of continuous employment.
- (b) Temporary employees hired to replace employees on leaves of absence recognized under this Collective Agreement shall not attain regular status during the duration of their temporary employment.
- (c) In the event a temporary employee is hired for reasons other than an approved Leave of Absence, the period of temporary employment is not to exceed six (6) months but may be extended by mutual agreement between the Union and the Society.
- (d) A temporary employee shall be entitled to a combined Annual Vacation pay and pay in lieu of benefits at a rate of six per cent (6%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.
- (e) The period of temporary employment can be equal to or up to sixty (60) days greater than an approved Leave of Absence (Maternity, Parental, Sick) of another employee.

Temporary employees hired for a continuous period of greater than six (6) months shall be entitled to the following once they have completed 180 days of continuous service:

- (f) Sick leave will be pro-rated in accordance with the hours worked per week.
- (g) Group insurance as set out in Article 11.02 unless they are regularly scheduled to work a minimum of thirty (30) hours per week.

5.05 **Casual**

- (a) Casual employees shall be those employees hired for extra or relief work. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- (b) A casual employee shall be entitled to a combined Annual Vacation Pay and pay in lieu of benefits at a rate of six per cent (6%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.

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

ARTICLE 6 – UNION REPRESENTATION AND NOTICE

6.01 The Society shall recognize the Representative selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative of all employees within the Bargaining Unit as defined in Article 2 of this Agreement.

6.02 The Society shall recognize the Steward elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Steward for carrying out the duties proper to that position provided such duties are carried out in such a fashion that does not conflict with the provisions of this Agreement.

6.03 The Steward may, within reason, investigate and process grievances or confer with the Representative of the Union during regular working hours, without loss of pay. The Steward must obtain the Society's permission first before engaging in any such investigation or before leaving the immediate work area. This permission will not be unreasonably withheld.

6.04 The Society shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for the exercise of rights provided by this Agreement.

6.05 Leave of absence without pay may be requested by the Union for up to two (2) employee(s) to attend to Union business. Provided the Society's work requirements will allow for such leave and where the Union gives at least two (2) weeks' notice, such leave will be granted by the Society.

6.06 The Representative of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Society as to an appropriate length of time for such contact before meeting the employees.

6.07 **Bulletin Board**

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

6.08 **Trainee Leave**

The Employer will grant a leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the time of the leave will be subject to departmental operating considerations:
- the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Employer.
- the Union will endeavour to provide the Employer with as much notice as possible, at least thirty (30) calendar days.
- at the Union's request, the Employer will act as paymaster during the leave period and the Union will reimburse the Employer for the cost of such salary and benefits premiums.

ARTICLE 7 – HOURS of WORK and OVERTIME

7.01 **Regular Work Day**

A regular work day shall consist of seven (7) consecutive hours between the hours of 8:00 a.m. and 6:00 p.m.

Employees hired prior to Oct 1, 2021 will have the option to maintain their existing work schedule, ending at 4:30 pm, but may voluntarily offer to change their schedule to a later ending time as the Employer needs. Further, if an employee hired prior to Oct 1, 2021 elects to work a later shift, or is asked in the future by the Employer, should the employee change their mind or circumstances change, they can provide the Employer with 30 days notice and return to a schedule, with a 4:30 end time.

Employees hired after Oct 1, 2021 may be scheduled at the discretion of the Employer, with an end time up to 6:00 pm as needed.

7.02 **Regular Work Week**

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

7.03 Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual agreement between the Society and the Union. It is understood that Building Service Workers and Relief Building Service Workers work seven (7) consecutive hours per day between 8:00 a.m. and 6:00 p.m. subject to Article 7.01.

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

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

7.05 **Overtime Premiums**

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

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

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

7.07 An employee who works overtime beyond the regular work day shall be allowed a one-half (1/2) hour paid meal period and reimbursement for the meal at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed upon.

7.08 An employee who is called in during regularly scheduled days off or who is called back to work outside the working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at the overtime rates, provided the employee reports for

such work.

- 7.09 Absence from work during a workday will not be used to reduce overtime entitlement on other workdays.
- 7.10 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.
- 7.11 An employee who works overtime may request to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Society.

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

7.12 **Cell Phone Allowance**

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

ARTICLE 8 – PAID HOLIDAYS

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

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

and any other day(s) that may be proclaimed a statutory holiday by the Provincial and/or Federal Government. In the event one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is

proclaimed in lieu thereof, the employee shall receive an additional day off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed upon by the Society and the employee.

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

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

8.04 **Holiday Leave**

Employees are entitled to conclude their shift at noon on the last working day prior to the Christmas closure. In addition, employee's will receive three (3) days off with pay between the period of December 25 and January 1, inclusive of each year.

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

In the event that the Employer does not get enough qualified volunteers following this canvas, an employee with the least seniority may be assigned to cover such Holiday Leave period. The affected employee will be given full discretion in selecting the rescheduled dates.

ARTICLE 9 – ANNUAL VACATIONS

9.01 **Vacation Leave**

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

<u>Years of Service</u>	<u>Vacation Entitlement</u>
<u>1-2 Years of Service</u>	<u>Three (3) Weeks Per Year</u>
<u>2-5 Years of Service</u>	<u>Four (4) Weeks Per Year</u>
<u>5-7 Years of Service</u>	<u>Five (5) Weeks Per Year</u>
<u>7+ Years of Service</u>	<u>Six (6) Weeks Per Year</u>

A bonus week of vacation upon the completion of ten (10) years' service. The bonus week will be taken before the completion of the twentieth (20th) year of service.

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

9.02 (a) Employees who resign or who are terminated must pay back vacation entitlement which was taken but not earned.

(b) Vacation must be taken no later than during the twelve (12) months following the year in which it was earned. An employee may not carry over vacation without written approval.

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

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

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

9.05 **Past Service Credits**

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

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

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

ARTICLE 10 – LEAVES of ABSENCE

10.01 Personal Leave of Absence

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

10.02 Pregnancy and Parental Leave

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

10.02(a) Pregnancy Leave

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

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

iii) Commencement of Pregnancy Leave

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

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

10.02(b) **Parental & Adoption Leave**

- i) On written request, an Employee shall be granted a leave of absence without pay for parental reasons as follows:
 - 1) For a birth mother who does not take pregnancy leave and for other parents, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks of that event.
 - 2) 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.
- ii) The Society may require submission of a birth certificate or proof of adoption for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- iii) An Employee shall request parental & adoption leave at least four (4) weeks in advance of the date of commencement of the leave.
- iv) Continuation of Benefits – An Employee while on parental leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement. The Employee will continue to pay their portion of the coverage while on leave.

10.03 **Family Responsibility Leave**

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

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

10.04 **Educational Leave**

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

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

10.05 (a) **General Leave**

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

(b) **Cultural Leave**

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

10.06 **Paid Compassionate Leave**

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

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

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

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

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

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

10.07 **Gender Transition Leave**

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

10.08 **Compassionate Care Leave**

Employees will be granted a leave of absence without pay for a period not to exceed twenty-seven weeks, for the purposes of attending to the long term care needs of a family member who is suffering from a serious illness with a significant risk of death within 26 weeks.

“family member” means:

- in relation to an employee:
- the employee’s spouse, child, parent, sibling, grandchild, grandparent, aunt or uncle, niece or nephew, current or former foster parent, ward, guardian, niece or nephew, current or former foster child or any person as long as they live with the employee as a member of the employee’s family

or in relation to an employee’s spouse:

- the spouse’s child, parent or step-parent, sibling, step-sibling, grandparent, grandchild, aunt or uncle, niece or nephew, current or

former foster parent, current or former ward or anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership

The employee who requests leave under this section is entitled 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:

- (a) the date the certificate is issued; or
- (b) if the leave began before the date the certificate is issued, the date the leave began

The employee must give the Society a copy of the certificate as soon as possible

A leave under this section ends on the last day of the week in which the earliest of the following occurs:

- (a) the family member passes away; or
- (b) the expiration of 27 weeks or other prescribed period from the date the leave began

If the employee takes leave under this Article and the family member does not die within the 27 week period, the employee may obtain a new certificate. This will entitle the employee to a further 27 weeks of leave within a subsequent 52 week period.

An employee who is on compassionate leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlement, as well as pension and other benefits to the employee under the collective agreement.

- (a) The Society will continue to make payment to the plans, and the Employee must make their contribution in the form of post-dated cheques.
- (b) The employee is entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
- (c) The Society may not terminate the employee or change a condition of their employment because of the leave, without the employee's written consent.
- (d) When the leave ends, the Society must place the employee in their former position or a comparable one.

10.09 **Domestic or Sexual Violence Leave**

The Employer agreed 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 support and 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.

An employee may require an absence from work to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing due to an employee and/or an employee's dependent child or a dependent person under their care experiencing domestic/sexual violence. In such a case, the employee shall be granted leave consistent with the applicable legislation and the Employer will provide up to three (3) days of leave with pay per calendar year.

Such leave may be taken intermittently or in one continuous period. The employee, or the Union on the employee's behalf, may request additional leave as provided elsewhere in this collective agreement including Article 10.01 and 11.01. Such request shall not be unreasonably denied.

The employee is to provide notification to their supervisor that they will be absent from work, similar process to calling in absent.

Further to that, the employee must provide the Employer with notification that they are requesting paid coverage through this leave. To protect confidentiality, this request for Domestic or Sexual Violence can be made either directly through their supervisor, or other senior executives of the Employer. Alternatively, the employee may use the Union's shop steward or Union Representative in communicating their request.

Additional information and/or documented proof of the need for leave may be asked to be provided to the Employer within seven (7) calendar days of the first day of the leave request.

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.

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

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

- 11.02 The current group insurance plan (Chambers of Commerce Group Insurance Plan - 11923 Kekinow Native Housing Soc. 04/95) provided by the Society shall remain in effect and be available to employees. A copy of the current plan booklet is appended to the Collective Agreement as Appendix 'B'.

It is agreed and understood by the Parties that the group insurance plan forms part of the Collective Agreement and may only be altered or amended by mutual agreement of both parties.

The Parties may mutually agree to substitute the group insurance plan with another carrier provided that the level of benefits conferred thereby are not decreased and the eligibility for such benefits are not changed, subject to negotiation and the mutual agreement of the Union and the Company.

- 11.03 The Society shall register all employees under the WorkSafeBC.

11.04 **Pension Plan**

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

ARTICLE 12 – WAGES

12.01 **Classifications**

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

Job Descriptions

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

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

ARTICLE 13 – SENIORITY

- 13.01 Seniority shall mean length of continuous service with the Society as a Union member, except that credit shall be given for service prior to certification of the bargaining unit.
- 13.02 An employee who leaves the bargaining unit and returns within six (6) months shall have their seniority and benefits restored.
- 13.03 An employee laid-off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Society provided the employee last worked for the Society within six (6) months prior to their re-entry.
- 13.05 Regular part-time employees will be considered as regular employees for the purposes of seniority and credited with seniority on a pro-rated basis consistent with the length of time employed.
- 13.06 When on approved leave of absence on Union business under Article 6.05, all approved leaves of absence under Article 10, and sick leave under Article 11.01, an employee will continue to accrue seniority.
- 13.07 Seniority lists will be provided to the Union office in June and December of each calendar year.

ARTICLE 14 – JOB POSTING, PROMOTION, LAYOFF and RECALL

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

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

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

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

14.02 Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at the employee's length of service step with the Society.

14.03 An employee promoted to a higher classification within the bargaining unit shall be working on a trial period for three (3) months. The trial period may be extended by mutual agreement of the parties. Conditional on satisfactory service, the promotion shall become permanent upon completion of the trial period. Should the employee prove unsatisfactory in the position during the trial period, or be unable to perform the duties of the new classification, the employee shall be returned to their former position without loss of seniority and shall be paid their former salary plus any increments to which they may have become entitled had they not been promoted. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and the foregoing seniority and salary policy shall apply.

14.04 **Layoff**

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

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

14.05 **Notice of Layoff and Termination**

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

- (a) Two (2) weeks notice after three (3) consecutive months employment;
- (b) Three (3) weeks notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of sixteen (16) weeks.

The foregoing shall not apply to employees dismissed for cause.

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

14.07 **Recall**

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

14.08 An employee on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Society will not hire for or promote to such a classification while an eligible employee is on the recall list.

14.09 A recalled employee shall receive their former salary and any salary increments to which they would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a layoff period.

ARTICLE 15 – GENERAL

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

15.02 **Contracting Out**

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

15.03 **Jury Duty**

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such day(s). An employee on jury duty shall furnish the Society with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable

period of time. The employee shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.

15.04 **Employer Functions**

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

15.05 **Car Allowance**

- (a) When the employee is required to use their car for Society's business they will be compensated at the rate per kilometre as established by the Federal Government.
- (b) Car insurance will be covered for the difference between business and pleasure where the employee is required to use their car for Society business.

15.06 **Computer Screens**

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

15.07 **Parking**

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

ARTICLE 16 – DISCHARGE, DISCIPLINE and TERMINATION

16.01 Just Cause

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

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

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

16.04 Notice

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

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

16.05 Personnel File

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

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

17.01 Definition, Notice, Disclosure and Consultation

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

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

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

17.04 Where recall is applied under Section 3 above, a specified extension of the recall period may be mutually agreed upon by the employee and the Society, subject to written approval by the Union.

ARTICLE 18 – GRIEVANCES

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

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

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

procedure for settlement shall commence with Step 2.

STEP 1

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

STEP 2

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

STEP 3

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

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

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

18.04 Nothing in the grievance procedure shall be deemed to take away the right of any employee to present and discuss directly with the Society, a problem of personal nature.

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

ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION

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

ARTICLE 20 – SINGLE ARBITRATOR

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

1. The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18.02, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on an Arbitrator within ten (10) days of the notice in Point 1, either Party may apply to the Labour Relations Board to appoint an Arbitrator.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make their 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 their award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An Arbitration award under this Article shall not be subject to further procedure under Article 19 of this Agreement.

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

ARTICLE 21 – DURATION

21.01 (a) **Duration**

This Agreement shall be binding and remain in full force for the period from and including April 1, 2021 to and including March 31, 2023.

(b) **Notice to Bargain**

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

(c) **Agreement to Continue Force**

Both Parties shall comply with the terms of this Agreement during the period of the collective bargaining and until a new or revised Agreement is signed by the

Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike or legal lockout, as the case may be.

- (d) Exclusion of Operations: Section 50(2) and 50(3) L.R.C. The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent legislative provisions.
- (e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.

ARTICLE 22 – PROTECTIVE EQUIPMENT, CLOTHING, FOOTWEAR AND TOOLS

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

ARTICLE 23 – MAINTAINING LABOUR RELATIONS

23.01 Joint Consultation

- (a) On the request of either party, the parties shall meet as the need arises but no less than once every two (2) months, or at a time mutually agreed to by the parties, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.
- (b) The purpose of the Joint Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- (c) The Joint Consultation Committee shall be comprised of two (2) members appointed by the Society, the Union Representative and two (2) members appointed by the Union.

ARTICLE 24 – OCCUPATIONAL HEALTH & SAFETY

24.01 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.

24.02 **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.

24.03 **Sexual Harassment in the Workplace**

- (a) The Union and the Employer recognize that 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 or employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

24.04 **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. They 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 cause substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
 - (i) Physical threats or intimidation;
 - (ii) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (iii) 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.

24.05 **Anti-Bullying**

- (a) The Employer and Union support 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;
 - (i) Intimidates, shows hostility, threatens and offends others;
 - (ii) Interferes with a workers performance;
 - (iii) Otherwise adversely affects others.

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 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) 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) 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:
 - (i) dismiss the complaint; or
 - (ii) determine the appropriate level of discipline to be applied to the harasser;
 - (iii) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) 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.
- (i) 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.

- (j) 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.



Signed at Surrey, BC	this 4 day of	March	, 2022
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Party of the First Part;

Party of the Second Part;

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

	
<i>Rupinder Cheema, CEO</i>	<i>Nathan Beausoleil - Union Representative</i>

E&OE

APPENDIX "A"

WAGES

Increase wages effective April 1, 2021:

Category	<u>01-April-2021</u>	<u>Ratification bonus</u>	<u>Ratification</u>	<u>01-April-2022</u>	<u>01-April-2023</u>
	1.50%		0.50%	2.00%	2.00%
Office Clerk	\$20.91	\$800.00	\$21.01	\$21.43	\$21.86
Accounting Clerk	\$23.53	\$800.00	\$23.65	\$24.12	\$24.60
Property Administrator	\$23.00	\$800.00	\$23.12	\$23.58	\$24.05
Cultural Outreach Worker	\$25.10	\$800.00	\$25.23	\$25.73	\$26.24
Building Service Worker	\$21.96	\$800.00	\$22.07	\$22.51	\$22.96
Relief Building Service Worker	\$18.82	\$400.00	\$18.91	\$19.29	\$19.68



Signed at Surrey, BC	this⁴	day of	March	, 2022
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Party of the First Part;

Party of the Second Part;

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

	
<i>Rupinder Cheema, CEO</i>	<i>Nathan Beausoleil - Union Representative</i>

E&OE

LETTER of UNDERSTANDING

**BETWEEN: Kekinow Native Housing Society
(the Society);**

**AND: MoveUP (Canadian Office and Professional Employees' Union) Local
378
(the Union);**

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

Shannon Carpenter (Officer Clerk) \$21.56/hour



Signed at Surrey, BC	this 4 day of	March	, 2022
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Party of the First Part;

Party of the Second Part;

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

	
Rupinder Cheema, CEO	Nathan Beausoleil - Union Representative

E&OE

LETTER of UNDERSTANDING

BETWEEN:

Kekinow 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

ON-CALL PILOT

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union (“the Parties”) do hereby expressly and mutually agree as follows:

1. This letter of understanding (“Letter”) shall be deemed as written agreement of the Parties to implement a pilot project (“Pilot”) to allow changes to the current on-call procedure for two (2) years from the date of signing.
2. During the Pilot the Employer may canvas building support workers (“BSWs”) to be placed on an on-call schedule.
3. BSWs who agree to be placed on an on-call schedule shall be entitled to the cell phone allowance outlined in Article 7.12, a monthly allowance of \$75.00. This allowance will be prorated to the number of days the employee is available to be on call during the month.
4. As compensation for the disruption to a normal lifestyle 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. This allowance will be prorated to the number of days the employee is available to be on call during the month if not continually on-call.
5. Employees participating in the on-call pilot shall not receive the minimum four hour overtime premium outlined in Article 7.08. However, pilot participants who report for on call work shall receive a minimum of two hours pay at the overtime rates.
6. The Parties agree that the intent of the pilot is to provide the Employer with flexibility to address emergencies on-site outside normal working hours, but with recognition that on-call employees should only be asked to work outside normal working hours for urgent emergencies only.
7. The Parties further agree that any pilot participants may withdraw participation in the pilot at any point, with one weeks notice to the Employer.

8. The Parties further agree that either Party may withdraw from the Pilot at any point during the Pilot period outlined in this letter, effectively ending the Pilot.
9. This letter shall be appended to the Collective Agreement for reference.



Signed at Surrey, BC	this 4 day of	March	, 2022
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Party of the First Part;

Party of the Second Part;

SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

	
<i>Rupinder Cheema, CEO</i>	<i>Nathan Beausoleil - Union Representative</i>

E&OE