LETTER OF UNDERSTANDING BETWEEN

Lu'ma Native Housing Society

("Lu'ma")

AND

MoveUP (Canadian Office and Professional Employees' Union, Local 378)

(the "Union")

RE. Regularization

(collectively "the Parties")

WHEREAS: funding for temporary sites across the province has stabilized;

WHEREAS: the Employer has acquired several housing site contracts in the last 2 years that now have ongoing commitments for funding from various funders;

AND WHEREAS: the Parties wish to eliminate the precarity created as a result of the temporary nature of employment at these ad hoc temporary sites, and ease transition into other positions available at Lu'ma

AND WHEREAS: the Parties wish to ease the transition for affected employees from temporary status to regular full-time and part-time employment on an ongoing basis;

THEREFORE, BE IT RESOLVED that the Parties agree to the following process for regularization;

- All current staff working at temporary housing sites shall have their seniority calculated based on continuous service from date of hire, as per Article 13.01 of the Collective Agreement. All employees working part time hours shall have seniority calculated on a prorated basis consistent with the length of time employed and hours worked, as per Article 13.04 of the Collective agreement.
- 2. Based on these calculations, a Seniority list shall be made available by the Employer to all affected employees currently headquartered at temporary housing sites and the Union.
- 3. All current employees currently scheduled on an ongoing basis at temporary housing sites shall have their employment regularized immediately upon signing of this letter of understanding.
- 4. Any current part-time employee may opt-in to be legacied in forfeiting benefits and pension enrolment in lieu of twelve (12%) percent of gross compensation. Any employee who chooses to be legacied under this provision shall have the right to elect benefit and pension plan enrolment in exchange for forfeiting the in-lieu at any time during their employment.

- 5. All current part-time employees who qualify for enrollment under the Benefit and Pension Plan's minimum hour requirements and have not opted-out of benefits and pension enrolment as stated above shall be enrolled immediately upon signing of this letter of understanding.
- 6. All current full-time employees shall be enrolled in the benefit plan and pension plan immediately upon signing of this letter of understanding.
- 7. A copy of this letter of understanding, the benefit plan booklet and the pension plan booklet shall be provided to all affected employees.

WHEREFORE THE PARTIES EVIDENCED THEIR AGREEMENT WITH THEIR SIGNATURES.

Doreen Maver, Lu'ma

Nathan Beausoleil, MoveUp

June 22, 2022

Date