

MEMORANDUM OF AGREEMENT

BETWEEN:

LU'MA NATIVE HOUSING SOCIETY

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,
LOCAL 378**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

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 Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from January 1, 2019 to December 31, 2020, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from January 1, 2021 to December 31, 2024.
5. Signing Bonus

All employees who are currently employed in positions listed below as of March 1, 2021, who are active employees in good standing with the Union shall receive a signing bonus of \$500.00 upon ratification of this agreement. Employees who have resigned or been terminated are not entitled to the signing bonus.

Accountant	Project Officer	CVM Project Coordinator
Supportive Housing Program Manager	Housing Operations Administrator	Receptionist
Security Officer	Maintenance Worker	Janitorial Coordinator
Building Manager	Maintenance Clerk	AR Specialist
AP Specialist	Homelessness Prevention Outreach Worker	Lodge Coordinator

6. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive:
7. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
8. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
9. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
10. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.
11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

Signed at Vancouver , B.C. this 31 day of March , 2021.

For the Union



For the Employer



APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	<i>Housekeeping</i>	

Remove Article 1.02 and amend collective agreement to make it gender neutral throughout (i.e He\Him, She\Her to They\Them). Renumber accordingly

Replace all references from "Heatherlands" to "Supportive Housing Division" throughout the agreement.

~~**1.02** For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.~~

Remove Reference to MSP

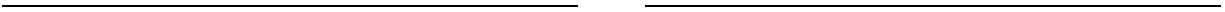
~~**11.03 — Medical Plan:**~~

~~Medical Services Plan of B.C. coverage is provided with full cost for each employee paid by the Employer effective January 1, 1996.~~

E&OE
Signed off this 31 day of March 2021

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	1.04	NEW	

1.04 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.

E&OE
Signed off this 27 day of January 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	5.01	<i>Amend</i>	

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) one hundred eighty (180)~~ days of employment. After ~~one hundred eighty (180) 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 ~~one hundred eight (180) ninety (90)~~ days of employment. This period may be extended by mutual agreement between the Union and the Employer.

E&OE
Signed off this 27 day of January 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
U4E1 v1	5.03 (11.02, 11.09)	<u>Regular Part Time Benefits and Pension</u> Amend (and related language in	

The Union proposes reducing the benefit and pension cut-off for Part-Time employees with the following amendments :

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 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) 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.

AND

11.02 All regular part-time employees who work ~~thirty (30)~~ twenty (20) hours or more per

E&OE
Signed off this 31 day of March 2021

For the Union

For the Employer

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 ~~thirty (30)~~ twenty (20) hours per week shall include all sick and vacation leave taken by the employee for any scheduled work day during the week.

AND

11.09 RRSP / Pension:

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

Any ~~Regular Full Time~~ 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 Heatherlands in the 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.

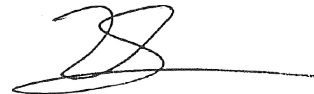
When the employee terminates employment with the Employer, the employee is eligible to receive the employee contributed portion of their RPP, per the plan options.

E&OE
Signed off this 31 day of March 20 21

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	5.05	<i>Amend</i>	

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 ~~twelve percent (12%)~~ eighteen (18%) of gross earnings.

E&OE

Signed off this 27 day of January 2021

For the Union

For the Employer



LNHS Employer Proposals

Lu'ma Native Housing Society

Union			
Number	Affected Article/MOU	Date:	Time:
EP#2 UCPv1	7		

7.02 Regular Work Day and Work Week For Employees At Heatherlands:

(a) A regular work day including the lunch period shall consist of ~~seven and a half (7.5)~~ 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 ~~thirty-seven and a half (37.5) hours~~ forty (40) hours.

E&OE

Signed off this 29 day of January 20 21

For the Union 

For the Employer 



LNHS Employer Proposals

Lu'ma Native Housing Society

Union			
Number	Affected Article/MOU	Date:	Time:
EP#3			

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 Heatherlands 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. Rescheduled Christmas Leave will not be considered when approving other employees' vacation selection.

E&OE

Signed off this 29 day of January 2021

For the Union 

For the Employer 



LNHS Employer Proposals

Lu'ma Native Housing Society

Union			
Number	Affected Article/MOU	Date:	Time:
EP#4			

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

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

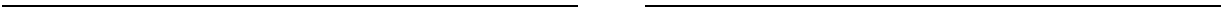
The Employer will have the vacation requests confirmed for the remainder of the year by January 15th of each year or the requests will be deemed to be approved.

Employees submitting vacation requests after December 1st 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.

E&OE
Signed off this 29 day of January 2021

For the Union 

For the Employer 





LNHS Employer Proposals

Lu'ma Native Housing Society

Union			
Number	Affected Article/MOU	Date:	Time:
EP#5	9.06		

- 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 paycycle of the following year. Employees will elect to either bank or pay out vacation accrued during disability, maternity and parental leave.

E&OE

Signed off this 29 day of January 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP #8 ECPv1	10.04	Parental Leave Language Correction	

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 ~~thirty-five (35)~~ 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 ~~thirty-seven (37)~~ 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 ~~thirty-seven (37)~~ 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 ~~up to thirty-seven (37)~~ 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 ~~fifty-two (52)~~ seventy-eight (78) weeks unless otherwise provided for by this Collective Agreement or by the Employment Standards Act.

E&OE
Signed off this 31 day of March 20 21

For the Union 

For the Employer 

- (c) In the case of the birth father, this leave must be taken within the ~~fifty-two (52)~~ 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 ~~fifty-two (52)~~ 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

E&OE
Signed off this 31 day of March 20 21

For the Union



For the Employer



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 disintitiled 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.

E&OE
Signed off this 31 day of March 20 21

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	10.15	NEW	

10.15 First Responder Leave

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

E&OE
Signed off this 27 day of January 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union Number		Affected Article/MOU	Date:	Time:
UP #10		10.16	NEW	

10.16 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.) The 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.

E&OE
Signed off this 31 day of March 2021

For the Union 

For the Employer 

- 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.

E&OE
Signed off this 31 day of March 20 21

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #11 ECP v2	10.17	NEW	

10.17 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.

E&OE
Signed off this 31 day of March 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP12E8 ECPV2	11.04	<i>Amend</i>	

11.04 Dental Plan:

Dental coverage shall be provided to each full-time employee to a maximum of ~~fifteen hundred (\$1,500)~~ two thousand (\$2000) dollars per calendar year, in accordance with provisions of restrictions outlined in ~~Great West Life~~ the Benefit Booklet. ~~A deductible of one hundred (\$100) dollars per family applies.~~ 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.

E&OE
Signed off this 31 day of March 2021

For the Union 

For the Employer 



LNHS Employer Proposals



Lu'ma Native Housing Society

Union			
Number	Affected Article/MOU	Date:	Time:
EP#12 UCP1	12		

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 ~~Pager~~ **On-call Premium**
 Compensation for the disruption to a **normal life style** that is created by and employee being required to **be on call** when off duty. The Employer agrees to **\$150** dollars per month for employees continually on-call ~~during 2006 and will apply to CMHC for funding to continue this into 2006.~~ The **\$150** dollars is pro-rated for employees who are not required to continuously carry a pager.

E&OE
 Signed off this 29 day of January 2021

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13 ECPv1	15.18	<i>NEW</i>	

Staff Development 15.18

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.

For the Union

A handwritten signature in black ink, consisting of a stylized 'N' followed by a long, sweeping horizontal line that curves upwards at the end.

For the Employer

A handwritten signature in black ink, featuring a large, stylized 'B' with a horizontal line extending to the right.



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: 2020 03 05	Time: 200 PM
UP #16 UP#17 ECP 2	LOU	NEW	

The Parties agree that the following will be the recognized protocol for dealing with Aggressive Behaviour and Parasitic or Communicable Infections\Illnesses in the workplace.

MoveUP members will be provided with a copy of these protocols upon hire, and upon employee request, during the course of their employment.

Furthermore, a copy will be posted on the OH&S bulletin board until it is amended, updated or changed.

Although the protocols are not incorporated into the Collective Agreement, it is the Parties intention that the document be interpreted and enforced, if need be, as if it were.

Aggressive Behaviour

(a) Each worksite will have a process to address aggressive behaviour, specifically designed for that site and approved by the Joint Occupation Health & Safety Committee. The process will be reviewed and approved on an annual basis by the committee.

(b) Aggressive behaviour means the attempted or actual exercise by a person of any physical force so as to cause injury to an employee, and includes any threatening statement, harassment or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(c) When the Employer is aware of a risk of aggressive behaviour, the Employer will make such information available to the employees.

(d) Where employees may be at risk from aggressive behaviour, crisis intervention and de-escalation training will be provided on how to respond to aggressive behaviour by the Employer on an annual basis. Such training shall be on paid time. The Joint Occupational Health and Safety Committee shall be consulted on the curriculum annually.

E&OE
Signed off this 31 day of March 20 21

For the Union 

For the Employer 

(e) Where a risk of injury to employees is identified, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that a minimum of two (2) staff members are present on any shift when such measures are required.

(f) The Employee Assistance Program shall be made available and promoted to employees, as soon as possible after a critical workplace related incident occurs. A critical incident shall be defined as any unusual traumatic workplace incident, including situations such as suicide, violent assaults, deaths, etc. Leave to attend one session will be with pay.

(g) All critical incident events and aggressive behaviour events involving employees shall be reported to the Joint Occupation Health and Safety committee for review and investigation.

(h) Employees who have suffered a serious work-related traumatic incident of an unusual nature will be given the option to leave the worksite without loss of pay for the remainder of the shift.

(i) Any person involved in aggressive physical behaviour towards another person will be removed from the worksite immediately. The Employer and Joint Occupational Health and Safety Committee shall investigate and make recommendations

(j) Employees requiring long-term assistance in dealing with a critical workplace related incident will have access to an Employee and Family Assistance Program.

(k) Employees shall hold all information gained pursuant to (c) above in the strictest of confidence.

(l) The Employer shall post information bulletins and notices in conspicuous places advising that aggressive behaviour in the workplace will not be tolerated.

OHS Clause For Communicable and Parasitic Incidences 22.05

22.05 Communicable Disease and Parasitic Infestation

(a) The Employer shall, in consultation with the Joint Occupational Health and Safety Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestation. The following shall be considered:

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
- (2) post-exposure protocols.

(b) Any employee exposed to communicable disease shall be granted time off with pay for the remainder of their shift. Employees will be granted additional time off with pay to deal with personal matters arising from exposure if required.

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Signed off this 31 day of March 2021

For the Union 

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(c) The Employer will consult with the Joint Occupational Health and Safety committee in providing, as needed, information sessions/in-services to educate employees regarding communicable diseases. Time spent by employees at these sessions shall be without loss of pay.

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Signed off this 31 day of March 20 21

For the Union 

For the Employer 





(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#15	21	<i>Duration</i>	

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.

E&OE
 Signed off this 31 day of March 20 21

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #18	22.05	Appendix A GWI and category reclassification	

Remove Appendix 'A' and replace with the following :

APPENDIX "A" – Salary Scales

CATEGORY	01-Jan-20	01-Jan-21 2.5%	01-Jan-22 2.5%	01-Jan-23 2.5%
Category 9 - Youth Mentorship Director Health and Wellness Director	\$107,625.00	\$110,315.63	\$113,073.52	\$115,900.35
Category 8 - Director of Technology Director of Finance People and Culture Director Executive Director Program Director	\$97,375.00	\$99,809.38	\$102,304.61	\$104,862.22
Category 7 - Tenant Relations Supervisor Maintenance Coordinator Director of Housing Operations - -	\$87,125.00	\$89,303.13	\$91,535.70	\$93,824.10
Category 6 - Accountant Data Systems Community Liaison Senior Project Manager	\$77,271.00	\$79,202.78	\$81,182.84	\$83,212.42

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-				
-				
<u>Category 5</u>				
- <u>Project Officer</u> <u>CVM Project Coordinator</u> <u>Data Analyst</u>	<u>\$71,286.00</u>	<u>\$73,068.15</u>	<u>\$74,894.85</u>	<u>\$76,767.23</u>
<u>Category 4</u>				
- <u>Supportive Housing Program Manager</u> <u>Housing Operations Administrator</u> <u>Field Representative</u>	<u>\$64,062.00</u>	<u>\$65,663.55</u>	<u>\$67,305.14</u>	<u>\$68,987.77</u>
- <u>Category 3</u>				
<u>Security Officer</u> <u>Maintenance Worker</u> <u>Janitorial Coordinator</u> <u>Building Manager</u> <u>Maintenance Clerk</u> <u>AR Specialist</u> <u>AP Specialist</u> <u>Homelessness Prevention Outreach Worker</u> <u>Lodge Coordinator</u>	<u>\$56,901.00</u>	<u>\$58,323.53</u>	<u>\$59,781.61</u>	<u>\$61,276.15</u>
<u>Category 2</u>				
- <u>Clerical Assistant</u> <u>Executive Assistant</u> <u>Receptionist \ Secretary</u> <u>Janitorial</u>	<u>\$54,250.00</u>	<u>\$55,606.25</u>	<u>\$56,996.41</u>	<u>\$58,421.32</u>
<u>Category 1</u>				
- <u>Tenant Support Worker</u> <u>Sr. Tenant Support Worker *</u> <u>Building Support Worker</u> <u>Kitchen Coordinator</u> <u>Homemaker</u>	<u>-</u> <u>-</u> <u>\$23.16</u> <u>\$23.16</u> <u>\$23.16</u> <u>-</u>	<u>\$25.42</u>	<u>\$26.06</u>	<u>\$26.71</u>

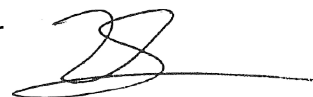
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Lodge Administrator	<u>\$23.58</u>			
Weekend Relief Caretaker	<u>\$15.58</u>			
Lodge Housekeeper	<u>\$20.87</u>			

* **Plus \$2.25 per hour**

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

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For the Union 

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(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union Number		Affected Article/MOU	Date:	Time:
UP #19 ECPv1		Appendix E	NEW	

Call Out Procedure for Part-Time and Relief Workers at Heatherlands – Appendix E

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.

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Signed off this 29 day of January 2021

For the Union 

For the Employer 

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 employ

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For the Union 

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LNHS Employer Proposals

Lu'ma Native Housing Society

Union			
Number	Affected Article/MOU	Date:	Time:
EP9	LOU VII		

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 also be expected to ensure that all long distance costs associated with the Company provided business line are for Company business purposes only~~ Internet or internet allowance. 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.

[...]

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Signed off this 29 day of January 2021

For the Union



For the Employer

