

MEMORANDUM OF AGREEMENT

BETWEEN:

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

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS :

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 1st 2018 to December 31st 2018, 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, 2019 to December 31st 2020
6. Upon ratification by both Parties in accordance with this Memorandum, the following 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. 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.

Signed at Bonny, B.C. this 12 day of April, 2019.

For the Union

For the Employer

 _____	 _____
 _____	_____
 _____	_____
_____	_____
_____	_____



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)



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

- Update Collective Agreement cover page, footer and whenever **CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION, LOCAL 15** and **Canadian Office and Professional Employees Union, Local 378** is referenced in the agreement with Union's name change to **MoveUP (Canadian Office and Professional Employees Union, Local 378)**
- Update the entire collective agreement to become gender neutral by replacing all gender specific pronouns (i.e. he\she to "the employee")
- **10.03 / 10.04** - Remove A, B letter designation and renumber accordingly
- **15.0605** - Remove subsection a designation. 15.06 (a)
- **22.03** - Remove subsection (c) bullet point

E&OE

Signed off this 12 day of April 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	7.08	<i>Amend</i>	

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

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	8.01	<i>Amend to add Birthday</i>	

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

New Year's Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Aboriginal Solidarity Day— June 21 <u>National Indigenous Peoples Day</u>
British Columbia Day	Heritage Day—third Monday in February	Boxing Day
Christmas Day	Family Day	Lu'Ma Day

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

When a statutory holidays falls on a Saturday, or a Sunday or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed upon by the Employer and the employee.

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	9.02	<i>Amend</i>	

- 9.02** (a) Regular employees shall be entitled to receive a paid vacation based upon years of service as follows:
- 1 – 4 years of service — three (3) weeks' vacation
 - 5 – 9 years of service — four (4) weeks' vacation
 - 10 or more years of service — five (5) weeks' vacation
- (b) ~~During the fifteenth to nineteenth years of service~~ Employees shall be entitled to an additional 1 day's paid vacation for each year of service after 10 years. These additional days plus the five weeks shall not exceed thirty days or six weeks in total.

E&OE

Signed off this 12 day of April 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	9.04	<i>Amend to add new language</i>	

- 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.

E&OE
 Signed off this 12 day of April 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

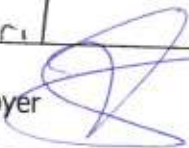
LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	9.06	Amend	

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 December 15th of each year ~~and cannot be altered without the written consent of the Union.~~

The Employer will have the vacation requests confirmed by December 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 ~~one (1) month prior to the vacation time requested 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 12 day of April 20 19
 For the Union _____ For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#8, 10.02, Amend - delete and renumber

10.02 Bereavement Leave:

- (a) In case of death of an Immediate Family or Extended Family... (b) "Immediate Family" shall include a husband, wife, common-law spouse, same sex couples, partner, son, daughter, step child, father, mother, father in law, mother in law, brother in law, or sister in law, nieces, nephews, uncles, aunts, grandparents, or spouse's grandparents, grandchildren or spouse's grandchildren. (c) "Next of Kin" shall include niece or nephew, cousins, aunt or uncle; (d) "Extended Family" shall include traditional or customary adopted family. (e) "Traditional or Customary Adoption" shall include those community practices where an employee is adopted into the family or house of a person or family (not related by blood). (f) Bereavement Leave Calculation: i) 5 days of Bereavement Leave where an employee is the family head or is responsible for planning the funeral arrangements of a family member shall be entitled to receive up to 5 days leave; ii) Up to 4 days of Bereavement Leave where the family member is the "Immediate Family;" iii) Up to 3 days of Bereavement Leave where the family member is the "Next of Kin;" and iv) Up to 2 days of Bereavement Leave where the family member is "Extended Family." (g) (d) Up to 2 additional days off (without pay) shall be granted where a funeral takes place out of province or in a remote location. Up to 1 additional day off (without pay) shall be granted where a funeral takes place and is held at a location which is more than a five hour distance (one way) from the employee's address.

E&OE

Signed off this 12 day of April 2015

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#9 UP#10	10.05	<i>Amend</i>	

10.05 Special Leave/Family Illness:

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

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

- (i) marriage of the employee — three (3) days;
- (ii) attend wedding of the employee's child — one (1);
- (iii) birth or adoption of the employee's child — one (1) day;
- (iv) serious household or domestic emergency — one (1) day;
- (v) moving household furniture and effects — one (1) day; attend his/her formal hearing to become a Canadian citizen — one (1) day;
- (vi) attend his/her formal hearing to become a Canadian citizen — one (1) day;
- (vii) attend funeral as pall bearer or mourner — one half (1/2) day;
- (viii) court appearance for hearing of employee's child — one (1) day;
- (ix) Cultural Leave — Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period, four (4) days' leave may be taken from the special leave bank at the time of the ceremonial occasion.
- (x) medical and dental appointments;
- (xi) unspecified personal days.

(b) Two (2) weeks' notice is required for leave under (a)(i), (ii), (v) and (vi).

(c) For the purpose of (a)(ii), (iv), (v), (vi), (vii) and (viii), leave with pay will be only for the work day on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(v), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal work day, and if he/she has not already qualified for special leave under (a)(v) on two (2) occasions within the preceding twelve (12) months.

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer

- (e) All of the foregoing will be properly documented where possible.
- (f) In the case of illness or hospitalization of an immediate family member of an employee, and when no one other than the employee can provide for the needs of the ill immediate family member, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.
- (g) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

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

(b) In the case of illness or hospitalization of an immediate family member (as defined in Article 10.02) of an employee, and when no one other than the employee can provide for the needs of the ill immediate family member, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of 5 (5) days' paid leave at any one time for this purpose.

(c) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period, four (4) days' leave may be taken from the special leave bank at the time of the ceremonial occasion.

E&OE

Signed off this

12

day of

April

20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	10.08	<i>NEW – Gender Reassignment Leave, renumber accordingly</i>	

Add 10.08 Gender Reassignment Leave and renumber accordingly

10.08 Gender Reassignment Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 10.05 Special Leave, Article 11.01 Sick Leave or 10.09 General Leave depending on the employee's request.

The union, the employer and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the employer. The employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

E&OE

Signed off this 12 day of April 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#12, 11.01, Amend

- 11.01 (a) Subject to Section 11.02, the Employer shall allow one and one-quarter (1 1/4) working days per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of eighty-five (85) working days ("Sick Days Bank").
(b) A doctor's certificate must be supplied by the employee in respect of any illness beyond three (3) working days.
(e b) Notwithstanding paragraph (a) above, where an employee demonstrates a regular habit of using all or substantially all his or her sick leave each month, he/she may be required to supply a doctor's certificate each and every time the employee is on sick leave, the cost of which will be borne by the employer.
(d-c) All regular full-time employees shall be entitled to all the benefits identified in Article 11 fully paid by the Employer.
(e-d) Upon termination of employment (not including those terminated with cause) the Employer shall pay the employee up to twenty five (25) thirty (30) days Sick Days Banked. (Provided the Sick Days are so banked.)
(f e) Notwithstanding paragraph (a) above, those employees who have now banked over eighty five (85) days shall retain those additional days banked but cannot replenish any days beyond the eighty five (85) days Sick Days Banked.

E&OE

Signed off this 12 day of April 20 19

For the Union

[Signature]

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14	11.05	<i>Amend</i>	

AMEND – 11.05 (SEE LOU 7)

11.05 Wage Indemnity/Short Term/Long Term Disability Plan:

- (a) Short Term: Employees will be entitled to one hundred (100%) percent of their pay from their sick bank until their sick bank is used up. The Employer will top up E.I. benefits to a maximum of sixty-seven (67%) percent of regular weekly wage or ~~five hundred fifty (\$550) dollars per week whichever is lesser~~. The employee must first provide proof of receipt of E.I. benefit before any top up wages will be paid. ~~The employee, for any illness or disability extending beyond three (3) working days, must provide a doctor's certificate.~~
- (b) Long Term Disability: After seventeen (17) weeks of continuous illness or disability, the employee must apply for Long Term Disability coverage, to be paid in accordance with the Group Benefit Plan as set out in Appendix "D" of the Collective Agreement.

E&OE

Signed off this 12 day of April 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#15	11.06	<i>Amend</i>	

11.06 Extended Health Benefit Plan:

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

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

~~The included eye glass/corrective vision option: The Employer shall reimburse expenditures for an employee's prescription eye glasses/corrective vision glasses to a maximum of four hundred dollars (\$400.00) in a two (2) year period.~~

~~Eligible prescription drugs shall be covered at a rate of one hundred (100%) percent, with an annual deductible of twenty five (\$25) dollars. Premiums are to be one hundred (100%) percent Employer paid.~~

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#36	11.09	<i>Amend</i>	

11.09 RRSP / Pension:

~~Effective January 1, 2019~~ All new Regular Full Time employees employed at Nanaimo will become and remain members of the Public Service Pension Plan. ~~At time of enrolment in this new 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 at Heatherlands will be enrolled in an 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 12 day of Apr 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING
SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	12.05	<i>Amend</i>	

12.05 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification ~~worked within service range.~~ of the majority of the work being done.

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#17	12.08	<i>Amend</i>	

12.08\12.09 RW ON CALL \$150 – OT 1\2

12.08 On Call

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.

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP#18	15.03	<i>Move and re-number - New 10.10</i>	

Transfer Article 15.03 to Article 10.10

~~15.03~~10.10 Jury Duty:

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

E&OE

Signed off this 12 day of April 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING
SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#19	15.04	<i>Amend and re-number</i>	

AMEND – 15.04 and renumber to 15.03

15.0403 The Employer will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Employer ~~in accordance with existing policy as established by CMHC~~ in accordance to operating agreements. Receipts for expenses shall be provided at the request of the Employer.

E&OE

Signed off this 12 day of April 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING
SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#20	15.07 (15.06)	Amend	

15.0706 Car Allowance:

- (a) When the employee is required to use their car for Employer's business they will be compensated a maximum of thirty-two (32) kilometres each way from home and return plus the ~~miles~~ kilometres travelled doing this work at the rate per kilometre as established by the Federal Government. This includes travel to and from regularly scheduled managers' meetings.

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#21	15.08	<i>Delete existing 15.08 and add new - Now re-numbered to 15.07</i>	

15.08 ~~Sexual and/or Personal Harassment in the Workplace:~~

- (a) ~~The Union and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual and/or personal harassment in the workplace.~~
- (b) ~~Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:~~
 - i) ~~sexual solicitation or advance or inappropriate touching and sexual assault;~~
 - ii) ~~a reprisal, or threat or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.~~
- (c) ~~Personal harassment means any conduct, comment, gesture or contact including but not limited to any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.~~
 - i) ~~An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Section, (iii) herein.~~
 - ii) ~~An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.~~
 - iii) ~~An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2 of the grievance procedure. Incidents occurring prior to the twenty five (25) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.~~

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer

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

15.07 Bullying, Discrimination, and Harassment

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

E&OE

Signed off this 12 day of April 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#22	15.08	<i>New 15.08</i>	

15.08 Sexual Harassment in the Workplace:

- (a) The Union and the Employer recognizes the right of employees to work in an environment free from sexual harassment, and shall take such actions as are necessary respecting an employee engaging in sexual and/or personal harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

E&OE

Signed off this 12 day of April 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union Number		Affected Article/MOU	Date:	Time:
UP#23		15.09	<i>New 15.09</i>	

15.09 Personal Harassment in the Workplace:

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment by other employees. The Employer shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, gender, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
 - (1) Physical threats or intimidation;
 - (2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) Distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.
- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

E&OE

Signed off this 12 day of April 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#24	15.10	<i>New</i>	

15.10 Anti-Bullying

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

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Signed off this 12 day of April 2019

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#25	15.11	<i>New 15.11</i>	

15.11 Complaint Procedure

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to the CEO or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union representative. Complaints of this nature shall be treated in strict confidence by both the Employer and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the CEO in writing within 14 days of receipt of the complaint. The CEO shall within 14 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union representative, the complainant and the respondent shall be apprised by the CEO or designate's resolution.
- (d) Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.
- (e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (f) Pending determination of the complaint, the CEO or designate may take interim measures to separate the employees concerned if deemed necessary.

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For the Union 

For the Employer 

- (g) In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the CEO or designate's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 8.
- (j) This clause does not preclude an employee from filing a complaint under the BC Human Rights Code. A complaint of harassment or bullying shall not form the basis of a grievance.
- (k) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

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For the Union

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(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING
SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#27	15.12 (15.15)	<i>Amend – and renumber as 15.15</i>	

15.1215 Expenses:

Monthly expense claims must be submitted within five (5) working days after month end or they will not be included in that pay period. Monthly expense claims will be reconciled by the employer within ten (10) working days after submission.

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(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#28	21.01	The union will propose and discuss the date of effect and length of contract during bargaining.	

ARTICLE 21 - DURATION

21.01 This Agreement will be in full force and to reflect a two year agreement **January 1, 2019 to December 31, 2020**, 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 12 day of April 2019

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(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING
SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#29	Appendix A	Amend - The union will discuss monetary wage increases during bargaining	

APPENDIX "A" – Salary Scales

Nanaimo

CATEGORY	January 1, 2018 0%	January 1, 2019 2.5%	January 1, 2020 2.5
<u>Category 9</u> Youth Mentorship Director Health and Wellness Director	N/A	\$105,000	\$107,625
<u>Category 8</u> Program Director	N/A	\$95,000	\$97,375
<u>Category 7</u> Controller People and Culture Director	N/A	\$85,000	\$87,125
<u>Category 6</u> Program Coordinator Tenant Relations Supervisor Maintenance Coordinator Executive Director Accountant	\$73,547	\$75,386	\$79,203
<u>Category 5</u> Senior Project Officer * Project Officer CVM Project Coordinator Accounting Clerk *** Systems Consultant	\$67,851	\$69,547	\$71,286
<u>Category 4</u> Program Manager (Heatherlands)	N/A	\$62,500	\$64,062

<u>Category 3</u>	\$54,159	\$55,513	\$56,901
Field Representative Security Officer Maintenance Worker Janitorial Coordinator Building Manager Maintenance Clerk AR\AP Clerk Homelessness Prevention Outreach Worker Lodge Coordinator			
<u>Category 2</u>	\$51,636	\$52,927	\$54,250
Clerical Assistant Executive Assistant Receptionist\Secretary Janitorial			
<u>Category 1</u>			
Lodge Administrator	\$22.30	\$22.86	\$23.43
Weekend Relief Caretaker	\$13.38	\$15.20	\$15.58
Lodge Housekeeper	\$19.39	\$20.37	\$20.87
<u>Tenant Support Worker ****</u>	<u>N/A</u>	<u>\$22.60</u>	<u>\$23.16</u>
<u>Building Support Worker ****</u>	<u>N/A</u>	<u>\$22.60</u>	<u>\$23.16</u>
<u>Kitchen Coordinator ****</u>	<u>N/A</u>	<u>\$22.60</u>	<u>\$23.16</u>
<u>Homemaker ****</u>	<u>N/A</u>	<u>\$22.60</u>	<u>\$23.16</u>

* Plus \$2.00 per hour

** Plus 12 % in lieu of benefits and statutory holiday pay

*** Position to be discontinued when vacated by incumbent

**** Projected 2020 wage increase for workers at Heatherlands, dependant on amount approved by funder. Employer will attempt to negotiate 2.5% wage increase on behalf of employees at Heatherlands

~~(12.00**)~~ TBA — Applied January 1, 2013

Note: ~~Starting and six month rates are 80% and 88% respectively, of the annual rate.~~

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Signed off this 12 day of April 2019

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APPENDIX "A" — Title Changes

Current Category		New Category
Tenant Relations	=	Tenant Relations Supervisor
Maintenance Co-Ord	=	N/C
Admin Assistant	=	Office Administrator
Bookkeeper Accountant	=	Accountant
Special Projects Manager	=	Special Projects Co-ord
Sr. Projects Officer	=	N/C
Projects Officer	=	N/C
CVM Projects Manager	=	CVM Projects Co-ord
Accounting Clerk *	=	Obsolete
Field Representative	=	N/C
Security Officer	=	N/C
Maintenance Worker	=	N/C
Janitor	=	Janitorial Co-ord
Building Manager	=	N/C
Maintenance Clerk	=	N/C
Accounting Clerk *	=	AP/AR Clerk
Clerical Assistant	=	N/C
AH Executive Assistant	=	N/C
Receptionist/Secretary	=	N/C
Janitorial Assistant	=	N/C
Lodge Admin. Worker	=	Lodge Administrator
Weekend Relief	=	Weekend Relief Caretaker
Lodge Housekeeping	=	Lodge Housekeeper

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LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)


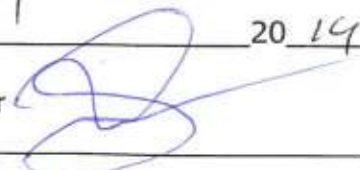
Union			
Number	Affected Article/MOU	Date:	Time:
UP#30	Appendix B	Amend - The union will discuss monetary wage increases during bargaining	

APPENDIX "B" – Job Descriptions

Job Descriptions:

The Parties will set up a committee with a view to reviewing the job descriptions set out in Appendix A for the purpose of defining the duties to properly reflect the present day operation of the Society. This committee will bring their study back to the Parties with their recommendations within a three month period and not later than ~~May 1, 2013~~ May 1, 2020.

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

E&OE
 Signed off this 12 day of April 2014
 For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**LUMA NATIVE HOUSING
SOCIETY
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#32	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), pay in lieu of benefits and pension at a rate of twelve percent (12%) of gross earnings.

Signed off this 12 day of April 2019

For the Union



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LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#33	7	<i>Amend</i>	

ARTICLE 7 – HOURS OF WORK AND OVERTIME

~~7.01 Regular Work Day:~~

- ~~(a) A regular work day including the lunch period shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m.~~
- ~~(b) The starting and finishing times may be adjusted by mutual agreement.~~

~~7.02 Regular Work Week:~~

~~A regular work week shall consist of thirty five (35) hours.~~

7.01 Regular Work Day and Work Week For Employees At Nanaimo:

- (a) A regular work day including the lunch period shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m.
- (b) The starting and finishing times may be adjusted by mutual agreement.
- (c) A regular work week shall consist of thirty-five (35) hours.

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

- (a) A regular work day including the lunch period shall consist of seven and a half (7.5) 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, 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.

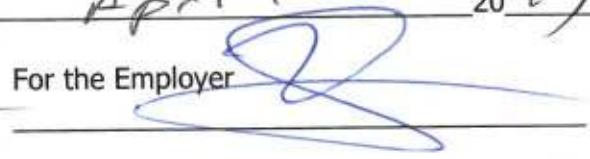
E&OE

Signed off this 12 day of April 2019

For the Union



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**LUMA NATIVE HOUSING
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PROPOSALS 2019
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP#34	5.03	<i>[Brief description of the change or deletion] Ie: New/Delete/Amend/Housekeeping</i>	

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.

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Signed off this 12 day of April 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union Number		Affected Article/MOU	Date:	Time:
UP#35		8.03	<i>Amend</i>	

8.03 Christmas Leave:

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.

E&OE

Signed off this 12 day of April 2019

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

LUMA NATIVE HOUSING SOCIETY PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#32 6	15.13	Add	

15.13 ~~Expenses~~
The employer shall provide feminine hygiene products in all staff bathrooms.

E&OE
Signed off this 12 day of April 2019

For the Union

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