

COLLECTIVE AGREEMENT

Between

LU'MA NATIVE HOUSING SOCIETY

And

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



January 1, 2018 – December 31, 2018

COLLECTIVE AGREEMENT

BETWEEN: LU'MA NATIVE HOUSING SOCIETY

AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES
UNION, LOCAL 378

TABLE OF CONTENTS

	Page
ARTICLE 1 – PURPOSE	2
ARTICLE 2 – BARGAINING UNIT AND RECOGNITION	2
ARTICLE 3 – UNION SECURITY	3
ARTICLE 4 – THE RIGHTS OF THE EMPLOYER	4
ARTICLE 5 – DEFINITION OF EMPLOYEES	4
ARTICLE 6 – UNION REPRESENTATION	6
ARTICLE 7 – HOURS OF WORK AND OVERTIME	6
ARTICLE 8 – PAID HOLIDAYS	8
ARTICLE 9 – ANNUAL VACATIONS	9
ARTICLE 10 – LEAVES OF ABSENCE	10
ARTICLE 11 – SICK LEAVE, WELFARE PLANS, REGISTERED RETIREMENT SAVINGS PLAN & PENSION	16
ARTICLE 12 – WAGES	17
ARTICLE 13 – SENIORITY	18
ARTICLE 14 – JOB POSTINGS, PROMOTION, LAY-OFF AND RECALL	19
ARTICLE 15 – GENERAL	22
ARTICLE 16 – DISCHARGE AND TERMINATION	24
ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY	25
ARTICLE 18 – GRIEVANCES	25
ARTICLE 19 – SINGLE ARBITRATOR	26
ARTICLE 20 – EMPLOYMENT STANDARDS	26
ARTICLE 21 – DURATION	27
ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY	27
APPENDIX "A" – Salary Scales	29
APPENDIX "A" – Title Changes	30
APPENDIX "B" – Job Descriptions	31
APPENDIX "C" – Employee Assistance Program (EAP)	32
APPENDIX "D" – Employee Benefit Plans	33
Letter of Understanding I – Grand-Fathered Vacation	34
Letter of Understanding II – Senior Project Officer	35
Letter of Understanding III – Aboriginal Homelessness Project	36
Letter of Understanding IV – Funding Provision	37
Letter of Understanding V – Aboriginal Patient Lodge	38
Letter of Understanding VI – Working From Home: (Telework Plan Project)	38

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

Party of the First Part

AND: **CANADIAN OFFICE and PROFESSIONAL EMPLOYEES**
UNION, LOCAL 15
(hereinafter referred to as the "Union")

Party of the Second Part

ARTICLE 1 — PURPOSE

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

ARTICLE 2 — BARGAINING UNIT AND RECOGNITION

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

- 2.06** The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

ARTICLE 3 — UNION SECURITY

- 3.01** The Employer agrees that all employees in the bargaining unit shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 3.02** The Employer agrees to acquaint new employees that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.
- 3.03** The Employer further agrees that all new employees as set out in Article 2.01 hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.
- 3.04** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee if the employee fails to renew her membership or bring up to date dues owing within seven (7) days of written notice from the Union.

3.05 Assignments of Wages and Employee Information

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

- (a) employee id number
- (b) name - address
- (c) monthly salary
- (d) amount of dues deducted
- (e) job classification
- (f) employee status
- (g) date of hire
- (h) work location
- (i) telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

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

- i) new hires
- ii) terminations
- iii) promotions
- iv) demotions
- v) lateral moves
- vi) salary revisions
- vii) address and name changes
- viii) employees on extended leave of absence
- ix) acting pay appointments

- x) overtime worked
- xi) telephone number changes, except where employees have expressly indicated to the Employer that their number is unlisted
- xii) seniority

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

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

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

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.01 Probationary Period:

All new employees as set out in Article 2.01, except temporary employees, will be considered probationary for the one hundred-eighty (180) days of employment. After one hundred-eighty (180) 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) days of employment. This period may be extended by mutual agreement between the Union and the Employer.

5.02 Regular Full Time:

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

5.03 Regular Part-Time:

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

- (a) Sick leave will be prorated in accordance with the hours worked per week.
- (b) Regular part time employees will be paid six (6%) percent of gross earnings with each pay period in lieu of statutory holidays.
- (c) Annual vacation entitlement 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 will receive six (6%) percent in lieu of benefits and pension.
- (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 unless specifically agreed to by the Parties.

5.04 Temporary:

- (a) A temporary employee is one so informed by the Employer at the start of employment. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of continuous employment.
- (b) Temporary employees hired to replace employees on leave of absence under Sections 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.
- (c) The period of temporary employment is not to exceed six (6) month's but may be extended by mutual agreement between the Union and the Employer.
- (d) A temporary employee shall be entitled to a combined Statutory, Annual Vacation pay and pay in lieu of benefits at a rate of eighteen percent (18%) of gross earnings. The understanding is that these employees perform their duties on statutory holidays.

5.05 Casual:

- (a) Casual or extra employees shall be those employees hired for extra or relief work. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours' work on each day which they are employed.
- (b) A casual employee shall be entitled to a combined Statutory, Annual Vacation Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings.

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

ARTICLE 6 – UNION REPRESENTATION

- 6.01** The Employer shall recognize the Representative selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative of all employees within the Bargaining Unit as defined in Article 2 of this Agreement.
- 6.02** The Representative of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time and length of time for such contact before meeting the employees.
- 6.03** The Employer shall recognize the Steward elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Steward for carrying out the duties proper to that position provided such duties are carried out in such a fashion that does not conflict with the provisions of this Agreement.
- 6.04** The Steward may, within reason, investigate and process grievances or confer with the Representative of the Union during regular working hours, without loss of pay. The Steward must obtain the Employer's permission first before leaving the immediate work area. This permission will not be unreasonably withheld.
- 6.05** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.06** Leave of absence without pay may be requested by the Union for one (1) or more employee(s) to attend to Union business. Provided the Employer's work requirements will allow for such leave and where the Union gives at least two (2) weeks' notice, such leave will be granted by the Employer.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

- 7.01 Regular Work Day:**
(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.
- 7.03** Hours of work as provided in Sections 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.
- 7.04** A one (1) hour unpaid lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and employee.

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

- 7.05** Persons arriving late due to unusual circumstances may make up the time later that day or draw from the accumulated time off bank.
- 7.06 Overtime Premiums:**
All time worked before or after the regularly established working day or as varied by mutual agreement as per Section 7.03, shall be considered as overtime and paid at the following rates:
- (a) One hundred and fifty percent (150%) of the employee's hourly rate of pay for all time worked in excess of seven (7) hours per day or thirty-five (35) hours per week up to ten (10) hours per day or forty (40) hours per week respectively.
 - (b) Two hundred percent (200%) of the employee's hourly rate of pay for all time worked at, or in excess of, ten (10) hours per day or forty (40) hours per week.
 - (c) Claims for overtime must be submitted within five (5) working days after earning them or it will not be included in that pay period.
- 7.07** All time worked on a statutory holiday shall be dealt with in accordance to the provisions of the Employment Standards Act 1995.
- 7.08** An employee requested to work in excess of two (2) hours overtime beyond the regular work day shall be allowed a one-half (1/2) hour meal period, at the prevailing overtime rate of pay and reimbursement for the meal with receipt, to the maximum allowable under Federal government guidelines.
- Where an employee is required to work four (4) hours overtime beyond an overtime meal period already taken and where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.
- Where an employee misses a paid meal period to which the employee is entitled, he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- Notwithstanding the foregoing on-call employees who are called out and work four (4) hours overtime shall be entitled to a meal period and a paid meal break as noted above. On-call employees who are not called out are not entitled to this provision.
- An employee is entitled to mileage from the employee's home to the work site at the mileage rate set by Federal government guidelines.
- 7.09** An employee who is called in during regularly scheduled days off or who is called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.
- 7.10** Overtime duties shall be shared equally between all qualified members of each department.
- 7.11** An employee who works overtime may request to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the overtime provisions.
Banked overtime must be taken with six (6) months of accrual or the overtime shall be paid to the employee at the wage rate at time of earning.

- 7.12** Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

ARTICLE 8 — PAID HOLIDAYS

- 8.01** The Employer agrees to provide all full-time employees with the following holidays 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
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 holiday falls on a Saturday, or a Sunday or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed upon by the Employer and the employee.

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

8.03 Christmas Leave:

In addition to the holidays, other than Christmas and Boxing Days, the Employer agrees to provide all regular full-time employees 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.

ARTICLE 9 – ANNUAL VACATIONS

- 9.01** (a) Upon completion of twelve (12) months' service, a regular employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- (b) Upon completion of six (6) months' service in the first year of employment, a regular employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed upon with the Employer.

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

9.03 Payment for vacation entitlements outlined in Section 9.02 above shall be:

- (a) *Three (3) weeks' Vacation*
six percent (6%) of gross earnings or current wage rate, whichever is greater.
- (b) *Four (4) weeks' Vacation*
eight percent (8%) of gross earnings or current wage rate, whichever is greater.
- (c) *Five (5) weeks or more Vacation*
ten percent (10%) of gross earnings or current wage rate, whichever is greater.
- (d) *More than Five (5) weeks Vacation*

Additional days of vacation as set out in Article 9.02(b) shall provide an additional point four (0.4%) percent on gross earnings for each such day accrued to a maximum of twelve (12%) percent of gross earnings or current wage rate, whichever is greater.

- 9.04** (a) Employees who resign or who are terminated must pay back vacation entitlement which was taken but not earned.
- (b) Vacation must be taken no later than during the twelve (12) months following the year in which it was earned. An employee may not carry over vacation without written approval.

9.05 Senior employees shall be given preference in the selection of vacation periods. An employee who wishes to take her vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:
Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent periods in order of seniority.

9.06 The Employer shall make available a vacation schedule by October 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. Approval shall be subject to minimum staffing requirements of each department, regardless of seniority, and shall not be given to employees who are scheduled for on call coverage during the requested vacation period.

9.07 Past Service Credits:

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

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

ARTICLE 10 — LEAVES OF ABSENCE

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

10.02 Bereavement Leave:

- (a) In case of death of an Immediate Family (herein after defined) member an employee shall be granted up to five days leave of absence with full pay. Such leave of absence will not be charge against sick leave, holiday entitlement or other acquired time off.
- (b) "Immediate Family" shall include a husband, wife, common law spouse, same sex couples, son daughter, step child, father in law, mother in law, brother in law, or sister in law, grandparents, or spouses grandparents, grandchildren or spouses grandchildren.
- (c) "Next of Kin" shall include niece or nephew, cousins, aunt or uncle;
- (d) "Extended Family" shall include traditional or customary adopted family. (herein defined)
- (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

- iv) Kin;" and
Up to 2 days of Bereavement Leave where the family member is "Extended Family."
- (g) 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 employees address.

10.03A Maternity Leave (Pregnancy Leave)

- (a) Unless otherwise provided herein leave of absence without pay for a continuous period no less than seventeen (17) weeks will be granted to an employee for maternity leave (pregnancy leave).
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Employer as soon as is reasonable within the second trimester.
- (c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence, such leave shall not commence earlier than eleven (11) weeks before the expected date of the birth. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy she shall, on the recommendations of her physician, commence her leave of absence immediately.
- (d) Once the employee has commenced her leave of absence she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may, upon presenting to the Employer a medical certificate from her physician apply to the Employer for an extension of the seventeen (17) weeks leave of absence to a date recommended by the physician.

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

- (g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a

medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.

- (h) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer at least two (2) weeks prior to the desired date of return or two (2) weeks prior to the expiry date of the maternity leave.
- (j) On return from maternity leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave.
- (l) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while she is on leave.
- (m) When an employee on maternity leave fails to notify the Employer of her 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.

10.03B 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) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.03A;
 - (ii) For a birth mother who does not take maternity leave, up to thirty-seven (37) 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) 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 thirty seven (37) 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 10.03A. The combined maternity and parental leave will not exceed fifty-two (52) weeks unless otherwise provided for by this Collective Agreement or by the Employment Standards Act.
- (c) In the case of the birth father, this leave must be taken within the fifty-two (52) 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) 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.

10.04A Maternity Leave Allowance / Supplemental Unemployment Benefit (SUB) Plan

In order to receive the Maternity Leave Allowance/SUB Plan, a regular employee must have completed her probationary period pursuant to Article 5.01 and must provide to the Employer proof that she 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 10.03A and the Maternity Leave Allowance/SUB Plan shall be paid a Maternity Leave allowance in accordance with the Employers Supplemental Unemployment Benefits (SUB) Plan.

10.04B

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.

10.04C 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 he/she has applied for and is eligible to receive Unemployment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Unemployment Insurance benefits is not eligible for Parental Leave Allowance/SUB Plan top-up. An employee who qualifies for Parental Leave pursuant to Article 10.03B and the Parental Leave Allowance/SUB Plan shall be paid a Parental Leave Allowance in accordance with the Employers Supplemental Unemployment Benefits (SUB) Plan.

10.04D

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.

10.04E Vacation Entitlement and Vacation Pay during Parental Leave (including Adoption Leave):

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

10.05 Special Leave/Family Illness:

A special leave bank of seventy (70) hours will be credited to each 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;vi) 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) 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.

10.06 Educational Leave:

- (a) Educational leave without pay granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:
- i) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one (1) year, which may be renewed by mutual agreement.
 - ii) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.

10.07 General Leave:

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other

unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All request and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

ARTICLE 11 — SICK LEAVE, WELFARE PLANS, REGISTERED RETIREMENT SAVINGS PLAN & PENSION

- 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.
- (c) 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.
- (d) All regular full-time employees shall be entitled to all the benefits identified in Article 11 fully paid by the Employer.
- (e) Upon termination of employment (not including those terminated with cause) the Employer shall pay the employee up to twenty-five (25) days Sick Days Banked. (Provided the Sick Days are so banked.)
- (f) Notwithstanding paragraph (a) above, those employees who have now banked over eighty five (85) days shall retain those additional days banked but cannot replenish any days beyond the eighty five (85) days Sick Days Banked.
- 11.02** All regular part-time employees who work thirty (30) hours or more per week for the prior three (3) consecutive months shall be entitled to all the benefits identified in Article 11 fully paid by the Employer. This thirty (30) hours per week shall include all sick and vacation leave taken by the employee for any scheduled work day during the week.
- 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.
- 11.04 Dental Plan:**
Dental coverage shall be provided to each full-time employee to a maximum of fifteen hundred (\$1,500) dollars per calendar year, in accordance with provisions of restrictions outlined in Great West Life Benefit Booklet. A deductible of one hundred (\$100) dollars per family applies. Premiums are one-hundred (100%) percent Employer paid.
- 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 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.

11.06 Extended Health Benefit Plan:

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.

11.07 Group Life and Accidental Death Insurance:

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

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

11.09 RRSP / Pension:

Effective January 1, 2013 all new Regular Full Time employees 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.

11.10 Employee Benefits to Provide:

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

11.11 E.I. Premium Reduction:

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

ARTICLE 12 — WAGES

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

- 12.02** The rate of pay of any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree to the rate of pay for any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 or 20 of this Agreement.
- 12.03** It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employee's wage rate and an employee will not be given a wage rate above the maximum rate unless otherwise specifically provided for by this Agreement.
- 12.04** Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.
- 12.05** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 12.06** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one (1) day except that if an employee is required to work at a higher classification on a recurring basis (i.e. each day, each week or each month), the higher rate of pay shall apply as provided in Section 12.05 foregoing.
- 12.07** Any employee hired, who reports for work and is not put to work at the direction of the Employer, shall be guaranteed a minimum of four (4) hours' pay.
- 12.08** Any employee working on call shall receive compensation of one-half (1/2) hour pay for each interruption outside the regular working day. Such interruptions shall be properly documented.
- 12.09** **Pager**
Compensation for the disruption to a **normal life style** that is created by and employee being required to carry a pager when off duty. The Employer agrees to seventy-five (\$75) dollars per month for employees continually on-call during 2006 and will apply to CMHC for funding to continue this into 2006. The seventy-five (\$75) dollars is pro-rated for employees who are not required to continuously carry a pager.

ARTICLE 13 — SENIORITY

- 13.01** Seniority shall mean length of continuous service with the Employer as a Union member, except that credit shall be given for service prior to certification of the Bargaining Unit.
- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the Bargaining Unit and subsequently returns within six (6) months, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An employee laid-off and placed on the recall list under Section 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary

employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer provided the employee last worked for the Employer within six (6) months prior to her re-entry.

- 13.05** Regular part-time employees will be considered as regular employees for the purposes of seniority and credited with seniority on a pro rated basis consistent with the length of time employed.
- 13.06** When on approved leave of absence on Union business under Sections 6.06 and 10.06, and sick leave under Section 11.01, an employee will continue to accrue seniority.
- 13.07** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

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

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

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

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

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

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

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

- 14.04 Lay-Off:**
If a reduction of staff is necessary, the Employer shall meet with the Union Representatives as soon as possible and no reduction of staff shall occur until such a

meeting has taken place; once the Employer has met with the Union the following procedure shall be adopted:

- (a) The employee with the least amount of seniority shall be the first to be laid off in the classification affected;
- (b) The laid off employee may displace an employee with less seniority in any classification provided the laid off employee has the qualifications to satisfactorily perform the position duties
- (c) The laid off employee may elect placement rights into any vacancy in her former job classification or into a vacancy of a similar classification for which the employee is qualified or
- (d) Any employee displaced from her position as a result of this bumping procedure shall have the right to the placement provisions as noted in (b) above or to displace an employee with less seniority in any classification provided she has the qualifications to satisfactorily perform the position duties.

14.05 Notice of Lay-Off and Termination:

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

- (a) Notice of Lay-Off— two (2) weeks' notice; or
 - (b) Notice of Termination — one (1) months pay for each year of service.
- NOTE:** If a regular employee is laid off and at the end of the six month recall period is not recalled, severance pay in the amount of one (1) months pay for each year of service will be paid.

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

14.07 Recall:

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

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

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

ARTICLE 15 – GENERAL

- 15.01** The Employer agrees to keep all machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.02** No work which is properly or customarily performed by employees within the Bargaining Unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the Bargaining Unit.
- 15.03** **Jury Duty:**
An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid 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.
- 15.04** 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. Receipts for expenses shall be provided at the request of the Employer.
- 15.05** **Parking:**
The Employer shall make available free parking for support staff. If the Employer is unable to obtain sufficient parking spaces (on site) for support staff who drive to work, those spaces available will be allocated to staff by seniority. The Employer is not required to rent parking spaces off site.
- 15.06** (a) Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 15.07** **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 travelled doing this work at the rate per kilometre as established by the Federal Government. This includes travel to and from regularly scheduled managers' meetings.
 - (b) Car insurance will be covered for the difference between business and pleasure where the employee is required to use her car for Employer business.
 - (c) Those employees required to attend regularly scheduled managers' meetings but who do not have cars will be reimbursed for taxi fares or bus fares. Where taxis are used the employees will be expected to arrange cab pooling wherever possible.

15.08 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.
 - 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.
 - v) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.

15.09 Video Display Terminals:

- (a) *Eye Examinations*

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

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

- (b) *Rest Breaks*
Employees who operate Video Display Terminals on a continuous basis shall be entitled to two (2) ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (c) *Pregnancy*
A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer, or the employee may elect to take an unpaid leave of absence.
- (d) Where in the opinion of the operator's doctor the work is in any way detrimental to her health or well being, the employee may request a review of the job duties. The Employer will endeavour to assign the VDT Operator an alternate position within the same classification or to alternate duties.
- (e) *Equipment and Work Environment*
The Employer agrees to maintain VDT equipment and the work environment in accordance with standards established by the Ministry of Labour.
- (f) The Employer shall ensure that new equipment has adjustable keyboards and screens.
- (g) *Tool List*
Employees who are required to use tools will have their own hand tools, but Lu'ma will supply power tools and consumable: drill bits, saw blades, etc.

15.10 Disciplinary Letters:

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

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

15.12 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.

ARTICLE 16 — DISCHARGE AND TERMINATION

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

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

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

ARTICLE 17 — TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation:

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

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

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

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

ARTICLE 18 — GRIEVANCES

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

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

- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Employer or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

STEP 1:

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

STEP 2:

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

STEP 3:

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

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

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

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

ARTICLE 19 — SINGLE ARBITRATOR

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

1. The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18.02, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one (1) of the Parties declines the procedure, notice of Arbitration may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his/her award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.
The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.
4. Each Party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 — EMPLOYMENT STANDARDS

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

ARTICLE 21 — DURATION

- 21.01** This Agreement will be in full force and to reflect a five year agreement **January 1, 2018 to December 31, 2018**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the **31st day of December**, or sixty (60) days prior to the **31st day of December** in any year subsequent thereto.
- 21.02** It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia.

ARTICLE 22 — OCCUPATIONAL HEALTH AND SAFETY

22.01 Occupational Health and Safety

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

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

22.02 Joint Occupational Health and Safety Committee

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

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

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

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

22.03 Industrial First Aid Requirements, Courses and Premiums

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

Signed at Vancouver, BC	this	day of	February	, 2018
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SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION
Party of the First Part Party of the Second Part

<i>Marcel Swain, LLB CEO</i>	<i>Nathan Beausoleil, Union Representative</i>
	<i>Doreen Mayer, Job Steward</i>

E&OE

:ks USW2009

APPENDIX "A" – Salary Scales

Category	Jan. 1, 2017	Jan. 1, 2018
Category 6 Tenant Relations Supervisor Maintenance Co-ord Office Administrator Accountant	\$71,753	\$73, 547
Category 5 Special Projects Co-ord * Sr Project Officer * Project Officer CVM Project Co-ord Accounting Clerk ***	\$66,196	\$67, 851
Category 4 Field Representative Security Officer Maintenance Worker Janitorial Co-ord Building Manager Maintenance Clerk AR/AP Clerk	\$52,838	\$54, 159
Category 3 Clerical Assistant AH Executive Assistant Receptionist/Secretary Janitorial Assistant	\$50,377	\$51, 636
Category 2 Lodge Administrator Weekend Relief Caretaker Lodge Housekeeper	\$21.76 \$13.05 \$19.39	\$22.30 \$13.38 \$19.88

* **Plus \$2.00 per hour**

* **Plus \$2.00 per hour**

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

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

(12.00) TBA – Applied January 1, 2013**

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

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

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.

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

E&OE

APPENDIX "C" – Employee Assistance Program (EAP)

Employee Handout

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

APPENDIX "D" – Employee Benefit Plans

Employee Handout

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

Letter of Understanding I – Grand-Fathered Vacation

BETWEEN: Lu'Ma Native Housing Society

the Employer;

AND: Canadian Office and Professional Employees Union, Local 15

the

Union;

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

The parties agree to the following:

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

Dated June ____, 2004.

Signed for the Employer

For the Union

Marcel Swain LLB
Managing Consultant

Paul Bjarnason
Business representative

COPE15/cep467/tt

Letter of Understanding II – Senior Project Officer

BETWEEN: Lu'Ma Native Housing Society

the Employer;

AND: Canadian Office and Professional Employees Union, Local 15

the Union;

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

Dated this 5th November, 2009.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part

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

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Letter of Understanding III – Aboriginal Homelessness Project

BETWEEN: Lu'Ma Native Housing Society

the Employer;

AND: Canadian Office and Professional Employees Union, Local 15

the Union;

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

Dated this 5th November, 2009.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part

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

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Letter of Understanding IV – Funding Provision

BETWEEN: Lu'Ma Native Housing Society

the Employer;

AND: Canadian Office and Professional Employees Union, Local 15

Union;

the

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

Signed on this 12th day of November, 2009.

SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

Marcel Swain, LLB CEO	Sean Clancy – Business Representative
	Charmaine Murray – Secretary-Treasurer

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Letter of Understanding V – Aboriginal Patient Lodge

LETTER OF UNDERSTANDING V

BETWEEN

LU'MA NATIVE HOUSING SOCIETY

Party of the first part;

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378

Party of the second part

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

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

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

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

They have therefore agreed as follows:

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


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

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

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

Signed at Vancouver, B.C. this _____ day of _____, 2010

Signed on behalf of the Employer
Marcel Swain, LLB


Signed on behalf of the Union
Sean Clancy, Union Representative

/ae: USW 2009

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

RE: REMOTE WORK

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

1. Remote Work is voluntary and may be terminated with a minimum of two (2) weeks notice by the Employer or the Union or the employee. Remote Work will only be allowed by mutual agreement of the employee and the Company.
2. While performing Remote Work, employees retain all rights and benefits of the Collective Agreement, including Worksafe BC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in Remote Work.
3. The Employer will provide the Union with all names of bargaining unit members who are working remotely, as well as a list of agreed to telecommuting hours.
4. Employee selection for Remote Work shall be on a fair and equitable basis, subject to the arrangement being operationally practical and feasible.
5. The employee will provide dedicated work space in her 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.
7. The Parties recognize that the Employees’ home office is a worksite that is covered by provincial health and safety regulations. The Employer and the Employee have the responsibility to ensure the home office is a safe, secure and ergonomically correct work environment. From time to time at least one (1) bargaining unit member from the occupational Health and Safety Committee or a Union Safety Officer will participate in a visit to the home-based office to ensure it meets all safety, health, security and other required operating standards. The Employer will provide the Employee a minimum of one (1) day’s notice of an on-site visit that occurs under this paragraph.
8. Liability for the cost of maintenance or replacement of company property will be the Employer’s. Further, the employee will not be required to incur additional insurance costs as a result of Remote Work.
9. The Employer and employee will mutually set the hours of work subject to operational requirements. However, such hours will not exceed an employee’s normal weekly hours. All hours will be paid at the employee’s normal straight-time earnings, except where overtime is approved by the employee’s manager.

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