

# COLLECTIVE AGREEMENT

Between

**KEKINOW NATIVE HOUSING SOCIETY**

And

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



Effective April 1, 2010 – March 31, 2016

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# COLLECTIVE AGREEMENT

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

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

## DATE AND REFERENCE:

This Agreement is dated for reference April 1<sup>st</sup>, 2000, and named for reference the "KEKINOW NATIVE HOUSING SOCIETY and – CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL NO. 378".

## WITNESSETH:

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

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

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## ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Society and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time; to promote the mutual interest of the Society and its employees; and to promote and maintain such conditions of employment.
- 1.02 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 Society 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 Society.
- 2.02 All members shall be required to use their Union Label.
- 2.03 The Society will display the Union Label. The privilege of using the Union Label shall be extended to the Society as long as this Agreement remains in full force and effect and the Society is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of 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 Society as soon as possible of the existence of such recognized picket lines.
- 2.05 During the life of this Agreement, there shall be no lockout by the Society or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union or its members.
- 2.06 The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

## **ARTICLE 3 — UNION SECURITY**

- 3.01 The Society agrees that all employees in the bargaining unit who are currently members of the Union or who become members of the Union shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 3.02 The Society agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the

Union Security.

- 3.03 Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Society agrees to terminate employment of said employee if the employee fails to renew her membership or bring up to date dues owing within seven (7) days of written notice from the Union.
- 3.04 Upon written authority from the employee, the Society agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month, together with a list of employees from whom such deductions were made.
- 3.05 The Society further agrees that all new employees as set out in Article 2.01 hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

#### **ARTICLE 4 — THE RIGHTS OF THE SOCIETY**

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

#### **ARTICLE 5 — DEFINITION of EMPLOYEES**

5.01 **Probationary Period**

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

5.02 **Regular**

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

5.03 **Regular Part-Time**

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work as per 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 pro-rated in accordance with the hours worked per week.
- (b) Regular part-time employees shall receive statutory holiday pay in proportion to their straight time hours worked.
- (c) Annual Vacations will be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.
- (d) Regular part-time employees will not be entitled to group insurance as set out in Article 11.02 unless they are regularly scheduled to work a minimum of thirty (30) hours per week.
- (e) On their scheduled work days, Relief Resident Building Manager will work the same hours as Resident Building Managers.

5.04 **Temporary**

- (a) A temporary employee is one so informed by the Society at the start of employment. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of continuous employment.
- (b) Temporary employees hired to replace employees on leaves of absence recognized under this Collective Agreement shall not attain regular status during the duration of their temporary employment.
- (c) The period of temporary employment may be extended by mutual agreement between the Union and the Society.

(d) A temporary employee shall be entitled to a combined Annual Vacation pay and pay in lieu of benefits at a rate of four per cent (4%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.

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 Annual Vacation Pay and pay in lieu of benefits at a rate of four per cent (4%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.

5.06 The Society 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 Society.

**ARTICLE 6 — UNION REPRESENTATION**

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

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

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

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

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

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

## ARTICLE 7 — HOURS of WORK and OVERTIME

### 7.01 Regular Work Day

A regular work day shall consist of seven (7) consecutive hours between the hours of 8:30 a.m. and 4:30 p.m.

### 7.02 Regular Work Week

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

7.03 Hours of work may be varied subject to mutual agreement between the Company and the Union. Employees may request individual shift start times and such requests will not be unreasonably denied. It is understood that ~~Relief~~ Resident Building Managers and Relief Resident Building Managers work six (6) consecutive hours per day between 9:00 a.m. and 4:00 p.m.

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

*NOTE:* The lunch period may be shortened by mutual agreement between the Society and the Union, from one (1) hour but to not less than one-half (½) hour.

### 7.05 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 per cent (150%) of the employee's hourly rate of pay for all time worked in excess of seven (7) hours per day or thirty-five (35) hours per week up to nine (9) hours per day or thirty-five (35) hours per week respectively.

(b) Two hundred per cent (200%) of the employee's hourly rate of pay for all time worked at, or in excess of, nine (9) hours per day or forty-five (45) hours per week respectively.

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



- 7.07 (a) Except as provided in (ii) below, an employee requested to work overtime beyond the regular work day shall be allowed a one-half (½) hour paid meal period and reimbursement for the meal at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed upon.
- (b) Notwithstanding subsection (i) both Parties to the agreement recognize the need for some flexibility in the hours of work for resident building managers and weekend relief workers. Because, by the nature of their work, these employees are “live-in”, from time to time they may be subject to after hours disturbances which they are expected to react to as part of their regular duties.

In the event of an extraordinary situation which involves extensive work on the off-duty hours, the parties agree to meet and negotiate the appropriate compensation. Any dispute will be resolved through the grievance procedure.

7.08 Overtime shall be shared equitably among the members of each department within each work location.

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

7.10 Absence from work during a workday will not be used to reduce overtime entitlement on other workdays.

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

7.12 An employee who works overtime may request to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Society.

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

7.13 **Pager Allowance**

Where an employee is required to carry a pager on weekends due to a Relief Resident Building Manager not being on duty, the employee will be entitled to a pager allowance of

\$75.00 per month. The pager will be pro-rated based on the number of weekends the employee is required to carry the pager.

## ARTICLE 8 — PAID HOLIDAYS

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

New Year's Day	Good Friday	Easter Monday
Victoria Day	National Aboriginal Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
<u>Family Day</u>		

and any other day(s) that may be proclaimed a statutory holiday by the Provincial and/or Federal Government. In the event one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed upon by the Society and the employee.

8.02 In the event any of the holidays enumerated in the foregoing 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 In order to qualify for pay for the above named holidays employees must have performed some work for the Society within the fourteen day period prior to the holiday.

### 8.04 **Holiday Leave**

On each December 24<sup>th</sup> and December 31<sup>st</sup>, employees are entitled to conclude their shift at noon but will receive full pay.

In addition, employees will receive three (3) days off with pay, between December 23 and January 2, inclusive of each year. During such days off, employees are required to remain on stand-by and available to respond to emergent matters as determined by the Employer, acting reasonably. Employees who are not available to deal with emergent matters during such days

off shall not be entitled to pay in respect of such days.

## ARTICLE 9 — ANNUAL VACATIONS

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

1 – 24 months of service:	three (3) weeks per year
24 – 84 months of service:	four (4) weeks per year
over 84 months of service:	five (5) weeks per year
over 120 months of service:	six (6) weeks per year

A bonus week of vacation upon the completion of 15 years service. The bonus week will be taken before the completion of the 20<sup>th</sup> year of service.

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

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

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

9.03 Senior employees within classifications shall be given preference in the selection of vacation periods. An employee who wishes to take 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 in their classification as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2<sup>nd</sup>) and subsequent periods in order of seniority.

9.04 The Society shall make available a vacation schedule by January 2<sup>nd</sup> and the employees shall indicate their vacation selection by March 15<sup>th</sup> and have such vacation confirmed by March 31<sup>st</sup> of each year and cannot be altered without the written consent of the Union.

9.05 **Past Service Credits**

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

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

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

**ARTICLE 10 — LEAVES of ABSENCE**

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

10.02 **Maternity and Parental Leave**

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

(a) ***Maternity and Adoption Leave***

- (i) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- (ii) An employee shall notify the Society, in writing, of the expected date of the termination of her pregnancy.
- (iii) The period of maternity leave shall commence eleven (11) weeks prior to the expected date of the termination of the pregnancy.

The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

(b) ***Parental Leave***

An employee shall be entitled to up to twelve (12) consecutive weeks of unpaid leave

beginning:

- (i) for a birth mother, immediately after the expiration of maternity leave, unless the Society and the employee agree otherwise
  - (ii) for a birth father, after the child's birth and within fifty-two (52) weeks after that event, and
  - (iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.
- (c) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee shall be entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (i).
- (d) ***A request for leave must***
- (i) be given in writing to the Society,
  - (ii) if the request is for leave under subsection (a) or (b), be given to the Society at least four (4) weeks before the employee proposes to begin leave, and
  - (iii) if required by the Society, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

#### 10.03 **Family Responsibility Leave**

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

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

#### 10.04 **Educational Leave**

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

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Society may be for varying periods up to one (1) year, which may be renewed by mutual agreement.

- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Society.

10.05 (a) ***General Leave***

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

(b) ***Cultural Leave***

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

10.06 **Paid Leave — Compassionate**

Compassionate leave up to five (5) days pay to compensate for loss of income for scheduled work days shall be granted by the Society upon request to attend and/or to make arrangements for the funeral of a spouse (including common-law, same sex), son, daughter, mother, father, sister, brother, aunt, uncle, nieces, nephews, mother-in-law, father-in-law, daughter-in-law, son-in-law, brothers/sisters-in-law, legal guardian, legal ward, grandparents, grandchildren and any person who permanently resides in the household with whom the employee has a legally recognized common-law relationship.

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

Three (3) additional days with pay shall be granted for travelling time when necessary.

Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

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

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

## ARTICLE 11 — SICK LEAVE and WELFARE PLANS

- 11.01 The Society shall allow one and one half (1.5) working days per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of one hundred twenty (120) working days. A doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. In addition to the above, employees will be allowed to attend a reasonable number of doctor and dental appointments without loss of pay.
- 11.02 The current group insurance plan (Chambers of Commerce Group Insurance Plan - 11923 Kekinow Native Housing Soc. 04/95) provided by the Society shall remain in effect and be available to employees.
- 11.03 The Society shall register all employees under the Workers' Compensation Act of British Columbia.
- 11.04 **Pension Plan**  
Full-time employees with more than (6) months service shall have the option of contributing up to five per cent (5%) of their earnings to a pension plan established by the Society with a company approved by the Union. The Society shall match the employee contributions.

\*The Employer agrees to increase the 5% matched pension contribution by 1% matched by employee contribution. The pension increase will be an additional 1% effective April 1, 2014, an additional 1% effective April 1, 2015 and 1% effective April 1, 2016.

## 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 Appendix "A" 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 Society and the Union. In the event that the Parties are unable to agree to the rate of pay for any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 or 20 of this Agreement.

- 12.03 It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales, and that any employee may be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Society.
- 12.04 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed.
- 12.05 Where an employee has the necessary qualifications and has proven his or her ability to perform the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Society recognizes equal pay for equal work.
- 12.06 Any employee hired, who reports for work and is not put to work at the direction of the Society, shall be granted a minimum of four (4) hours pay.

#### **ARTICLE 13 — SENIORITY**

- 13.01 Seniority shall mean length of continuous service with the Society as a Union member, except that credit shall be given for service prior to certification of the bargaining unit.
- 13.02 An employee who leaves the bargaining unit and returns within six (6) months shall have his/her seniority and benefits restored.
- 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 Society provided the employee last worked for the Society 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 Society at such times as may be required for the administration of this Agreement.



## ARTICLE 14 — JOB POSTING, PROMOTION, LAYOFF and RECALL

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

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

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

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

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

14.03 An employee promoted to a higher classification within the bargaining unit shall be working on a trial period for three (3) months. 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 **Layoff**

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

(a) The employee with the least amount of seniority shall be the first to be laid off in the classification affected;

(b) The laid off employee may displace an employee with less seniority in any

classification provided the laid off employee has the qualifications to satisfactorily perform the position duties; and;

- (c) Any employee displaced from her position as a result of this bumping procedure shall have the right 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 Layoff and Termination**

The Society shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) Two (2) weeks notice after three (3) consecutive months employment;
- (b) Three (3) weeks notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks notice.

The foregoing shall not apply to employees dismissed for cause.

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

14.07 **Recall**

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

14.09 A recalled employee shall receive 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 layoff period.

## ARTICLE 15 — GENERAL

- 15.01 The Society agrees to keep all machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.02 **Contracting Out**  
The Society agrees that it will not contract out any bargaining unit work currently performed by bargaining unit employees if such contracting out results in the layoff of employees within the bargaining unit.
- 15.03 **Jury Duty**  
An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid 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 Society 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 Society will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Society in accordance with existing policy as established by BC Housing. Receipts for expenses shall be provided at the request of the Society.
- 15.05 **Car Allowance**
- (a) When the employee is required to use their car for Society's business they will be compensated at the rate per kilometre as established by the Federal Government.
  - (b) Car insurance will be covered for the difference between business and pleasure where the employee is required to use her car for Society business.
- 15.06 **Sexual and/or Personal Harassment in the Workplace**
- (a) The COPE and the Society 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 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 based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (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 Society. Complaints of this nature shall be treated in strict confidence by both the Union and the Society. 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 Society 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 Society may take interim measures to separate the employees concerned if deemed necessary.

#### 15.07 **Video Display Terminals**

Upon request by an employee, the Society agrees to install anti-glare screens and other

reasonable safety devices on VDT equipment.

15.08 **Parking**

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

**ARTICLE 16 — DISCHARGE and TERMINATION**

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

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

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

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

17.01 **Definition, Notice, Disclosure and Consultation**

(a) Wherever possible, the Society shall provide the Union with up to six (6) months written notice of intention to introduce a measure, policy, practice or change that will effect the terms, conditions or security of employment of an employee.

(b) After the required notice has been given, the Society and the Union will meet in good

faith and endeavour to develop an adjustment plan appropriate to the scope and extent of the pending change(s) identified above and consistent with the provisions of the appropriate legislation.

- 17.02 Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for re-training to equip her for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Society without loss of pay, to the affected employee.
- 17.03 In cases where the re-training of an employee is not practical, or where another position with the Society is not available, the employee shall 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 Society, subject to written approval by the Union.

## **ARTICLE 18 — GRIEVANCES**

- 18.01 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Society and any employee or employees bound by the Collective Agreement or between the Society and the Union.
- 18.02 Grievances or complaints shall be settled in the following manner:
- (a) If the employee has a complaint against the Society, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
  - (b) If the Society or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 2.

### **STEP 1**

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

### **STEP 2**

If the grievance is not satisfactorily settled at Step 1, the employee and the Steward or Union

Representative shall submit the grievance, in writing, to the General Manager or representative designated by the Society, within the next ten (10) working days following the Step 1 reply.

### **STEP 3**

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

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

18.03 Any grievance which is not presented within the time limits set out in this article shall be forfeited and waived by aggrieved party.

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

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

## **ARTICLE 19 — ALTERNATE DISPUTE RESOLUTION**

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

## **ARTICLE 20 — SINGLE ARBITRATOR**

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

1. The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18.02, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on an Arbitrator within ten (10) days of the notice in Point 1, either Party

may apply to the Labour Relations Board to appoint an Arbitrator.

3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make 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. An Arbitration award under this Article shall not be subject to further procedure under Article 19 of this Agreement.

4. Each Party shall pay its own costs and expenses of the Arbitration and one-half (½) the remuneration and disbursements or expenses of the Arbitrator.



**ARTICLE 21 — DURATION**

- 21.01 This Agreement will be in full force and effect on and after the **1<sup>st</sup> day of April, 2010** to and including the **31<sup>st</sup> day of March, 2016**, 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 **31<sup>st</sup> day of March, 2016** or sixty (60) days prior to the 31st day of March 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.

Signed at Surrey, BC	this      day of	, 2016
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*Party of the First Part;    Party of the Second Part;*

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

<i>"original copy signed"</i>	<i>"original copy signed"</i>
<i>Frieda Vairo – Executive Director</i>	<i>Cheryl Popeniuk - Union Representative</i>
<i>"original copy signed"</i>	<i>"original copy signed"</i>
<i>June Laitar – Vice President</i>	<i>Terry Frank - Bargaining Committee</i>
<i>"original copy signed"</i>	<i>"original copy signed"</i>
<i>Pat Reid – Vice President</i>	<i>Karen McCallum – Bargaining Committee</i>

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## APPENDIX "A"

### WAGES

Category	2010	2011	2012	2013	2014	2015	2016
Accountant						*	*
Maintenance	50,925.54	51,944.05	52,982.93	54,042.59	54,043.00	*	*
Tenant Relations	50,925.54	51,944.05	52,982.93	54,042.59			*
Office Manager							
Office Manager	@ Apr 1/10 + 3,000.00						
Administrative Assistant	41,127.42	41,949.97	42,788.97	43,644.75	43,645.00	*	*
Office Clerk	36,975.00	37,714.50	38,468.79	39,238.17	39,238.00	*	*
Relief Resident Building Mgr. \$13.76/Hr	13,048.86	13,309.84	13,576.03	13,847.55	13,848.00 \$14.86/Hr	*	*

\*

#### Landscaper

Rate/Hr	Hrs/Wk	2010	2011	2012	2013	2014	2015	2016
\$26.00	37.5						50,700.00	*

#### Landscaper Assistant

Rate/Hr	Hrs/Wk	2010	2011	2012	2013	2014	2015	2016
\$14.00	37.5					27,300.00		
\$18.00 @March 16, 2015	37.5						35,100.00	*

#### Resident Building Managers

LOC	UNITS	HR	2010	2011	2012	2013	2014	2015	2016
140	33	17.34	27,595.81	28,147.73	28,710.69	29,284.90	29,285.00	*	*
PCB	31	16.29	25,923.34	26,441.81	26,970.64	27,510.06	27,509.00	*	*
103	22	13.76	21,894.91	22,332.81	22,779.47	23,235.06	23,235.00	*	*
121	36	18.92	30,104.52	30,706.62	31,320.75	31,947.16	31,947.00	*	*
KR	44	22.56	36,794.42	37,530.31	38,280.91	39,046.53	39,046.00	*	*
121A	33	17.34	27,595.81	28,147.73	28,710.69	29,284.90	29,285.00	*	

\*The above rates may be increased as a result of increased funding.

\*A 1.5% signing bonus will be for the fiscal year commencing April 1, 2014 and will be paid no later than January 16, 2015 via direct deposit. The signing bonus will be calculated on the current wage rate.

### LETTER of UNDERSTANDING #1

**BETWEEN:**            **Kekinow Native Housing Society**  
*the Employer;*

**AND: Canadian Office and Professional Employees' Union, Local 378  
the Union;**

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

The parties agree to the changes in the job titles from "Weekend Relief Caretaker" to "Relief Resident Building Manager" and "Residential Building Manager" to "Resident Building Manager" based on the following conditions:

A Resident Building Manager or Relief Resident Building Manager who leaves his/her position as Resident Building Manager will be permitted to continue their tenancy with Kekinow Native housing Society providing they are eligible to do so under the terms of the Operating Agreement that Kekinow Native Housing Society has in place with its funding partner BC Housing.

A Resident Building Manager or Relief Resident Building Manager who is evicted by order of the Residential Tenancy Branch of British Columbia will be required to resign from their position as Resident Building Manager with the Kekinow Native Housing Society.

Signed at Surrey, BC	this	day of	, 2016
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***Party of the First Part;***      ***Party of the Second Part;***

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

<i>"original copy signed"</i>	<i>"original copy signed"</i>
<b><i>Frieda Vairo – Executive Director</i></b>	<b><i>Cheryl Popeniuk - Union Representative</i></b>
<i>"original copy signed"</i>	<i>"original copy signed"</i>
<b><i>June Laitar – Vice President</i></b>	<b><i>Terry Frank - Bargaining Committee</i></b>
<i>"original copy signed"</i>	<i>"original copy signed"</i>
<b><i>Pat Reid – Vice President</i></b>	<b><i>Karen McCallum – Bargaining Committee</i></b>

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**LETTER of UNDERSTANDING #3**

**BETWEEN:**            **Kekinow Native Housing Society**  
***the Employer;***

**AND:**                **Canadian Office and Professional Employees’ Union, Local-378**  
***the Union;***

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

The parties agree to the following:

Judy Probert will be promoted out of the bargaining unit to take on new duties that will place her in conflict with the Residential Building Managers.

Judy Probert will continue to perform many of her existing accounting duties.

When Judy Probert leaves the employ of the employer the Accounting duties that she took with her upon promotion will return to the bargaining unit and then be subject to negotiation for re-exclusion.

Signed at Surrey, BC	this	day of	, 2016
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*Party of the First Part;*            *Party of the Second Part;*

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

<i>“original copy signed”</i>	<i>“original copy signed”</i>
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<i>“original copy signed”</i>	<i>“original copy signed”</i>
<i>Pat Reid – Vice President</i>	<i>Karen McCallum – Bargaining Committee</i>

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LETTER of UNDERSTANDING #4

BETWEEN:           Kekinow Native Housing Society  
*the Employer;*

AND:               Canadian Office and Professional Employees' Union, Local 378  
*the Union;*

**WHEREAS**, the Employer and the Union agree to commit to meet and finalize a new Collective Agreement,

**WHEREAS**, bargaining has been delayed to unforeseen circumstances,

**WHEREAS**, the Board of Directors of the Kekinow Native Housing Society have approved wage increases in the interim,

The Parties agree to the following:

Employees shall receive an increase of 2 percent (2%) for each retroactively as follows:

- April 1, 2010 – 2%
- April 1, 2011 – 2%
- April 1, 2012 – 2%
- April 1, 2013 – 2%

The Employer has advised that they will deposit the retroactive salary payments into the employees' accounts on March 31, 2014.

The Union reserves the right to negotiate all terms and conditions that are outstanding, including wages.

This LOU is subject to the ratification by the members of COPE 378 at the Kekinow Native Housing Society.

This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Surrey, BC	this	day of	, 2016
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*Party of the First Part; Party of the Second Part;*

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

<i>"original copy signed"</i>	<i>"original copy signed"</i>
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