

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**KEKINOW NATIVE HOUSING SOCIETY**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

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

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from April 1, 2016 to March 31, 2021 inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from April 1, 2021 to and including April 1, 2023.
5. Signing Bonus

All employees as of October 13, 2021 who are active employees in good standing with the Union shall receive a signing bonus as outlined below upon ratification of this agreement. Employees who have resigned or been terminated are not entitled to the signing bonus.

<b>Category</b>	<b>Ratification bonus</b>
Office Clerk	\$800.00
Accounting Clerk	\$800.00
Property Administrator	\$800.00
Cultural Outreach Worker	\$800.00
Building Service Worker	\$800.00
Relief Building Service Worker	\$400.00


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

**Signed at** Vancouver, **B.C. this** 21 **day of** October, **2021.**

**For the Union**

  
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\_\_\_\_\_  
\_\_\_\_\_

**For the Employer**

  
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\_\_\_\_\_

**APPENDIX "A"**



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP1	Housekeeping	<i>Amend</i>	

**The Union proposes to make amendments throughout the Collective Agreement for gender neutrality, by changing all masculine and feminine pronouns (he\him, she\her) to gender neutral pronouns (they\them)**

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.

**The Union proposes updating the statutory holiday table as follows :**  
**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 | <u>Family Day</u> | Good Friday                                  |
| Easter Monday  | Victoria Day      | <u>National Aboriginal Day</u>               |
|                |                   | <u>National Indigenous Peoples Day</u>       |
| Canada Day     | BC Day            | <u>National Truth and Reconciliation Day</u> |
| Labour Day     | Thanksgiving Day  | Remembrance Day                              |
| Christmas Day  | Boxing Day        |  |

**Remove reference to MSP**

~~11.05 — The Society shall pay fifty percent (50%) of MSP premiums for non-status employees.~~

E&OE  
Signed off this 21 day of Oct 2021

For the Union 

For the Employer 

Kekinow Native Housing Society  
 Proposal 2021  
 Society Proposals

Society			UCP VI
Number	Article	Date:	
1	3	Sept 17, 2021	

**ARTICLE 3 - UNION SECURITY AND DEDUCTION OF DUES**

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 MoveUP (the Canadian Office and Professional Employees Union, Local 378) as a condition of employment.

3.02 MoveUP as a Union requires an Initiation Fee equal to twenty five dollars (\$25.00) and monthly dues equal to one and one half percent (1.5%) of gross monthly earnings, with a minimum due of twenty dollars (\$20.00). Dues and the initiation fee shall be deducted by the Society and submitted to the Union.

3.03 The Union requires allocation for membership maintenance directly from affected members on any unpaid leave of absence that retains seniority rights in the collective agreement. The cost is \$20.00 per month, payable directly by the member to the Union.

3.04 The Parties include the dues and initiation fee amount as a matter of clarity to MoveUP members. The Initiation fees, minimum dues and monthly dues are subject to change, and the Parties will endeavour to keep the amounts listed up-to-date during negotiations. The Union retains complete discretion in determining it's dues structure and initiation fee.

**RENUMBER REMAINING ARTICLES ACCORDINGLY**

E&OE  
 Signed off this 21 day of October 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP2	3.09	<i>New</i>	

## ARTICLE 3 — UNION SECURITY AND DEDUCTION OF DUES

### 3.09 Impact of Legislation

- (a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
- (c) If after forty-five (45) working days from the commencement of negotiations referred to in Article 10.5(a) the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

E&OE  
Signed off this 21 day of Oct 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU	Sept 22	
UP3\UP4\EP5	5.01	<i>Amend – ER Response</i>	

## 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) sixty (60) days worked, or one hundred and twenty calendar days of employment, whichever comes first.~~ After ~~one hundred eighty (180) sixty (60) days worked, or one hundred and twenty calendar~~ 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) sixty (60) days worked, or one hundred and twenty calendar days of employment.~~ This period may be extended by mutual agreement between the Union and the Society.

### 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 less than the normal hours of work as per Articles 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

E&OE  
Signed off this 21 day of Oct 2021

For the Union

For the Employer



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.

#### 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) In the event a temporary employee is hired for reasons other than an approved Leave of Absence, the period of temporary employment is not to exceed six (6) months but maybe 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%)~~ six percent (6%) of gross earnings. Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.
- (e) The period of temporary employment can be equal to, or up to sixty (60) days greater than an approved Leave of Absence (Maternity, Parental, Sick) of another employee.

Temporary employees hired for a continuous period of greater than six (6) months shall be entitled to the following once they have completed 180 days of continuous service:

- (f) Sick leave will be pro-rated in accordance with the hours worked per week.
- (g) Group insurance as set out in Article 11.02 unless they are regularly scheduled to work a minimum of thirty (30) hours per week.

5.05 Casual

- (a) Casual 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%)~~ six percent (6%). Statutory Holiday Pay will be paid in accordance with the Employment Standards Act.



(Canadian Office and Professional Employees Union, Local 378)

**Kekinow Native Housing Society  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP5	6.08	<i>New</i>	

**ARTICLE 6 — UNION REPRESENTATION AND NOTICE LEAVE**

6.08 Trainee Leave

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the time of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Employer.
- the Union will endeavour to provide the Employer with as much notice as possible, at least thirty (30) calendar days.
- At the Union's request, the Employer will act as paymaster during the leave period and the Union will reimburse the Employer for the cost of such salary and benefits premiums.

E&OE

Signed off this 21 day of Oct 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> Sept 23	<b>Time:</b>
UP7 ECP V4	8.04-8.05	<i>Employer Response</i>	

## ARTICLE 8— PAID HOLIDAYS

### 8.04 Holiday Leave

Employees are entitled to conclude their shift at noon on the last working day prior to the Christmas closure. In addition, employees will receive three (3) days off with pay between the period of December 25 and January 1, 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 Society, 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.~~

The Employer may canvas employees in critical departments for volunteers to reschedule Holiday Leave to ensure coverage. Employees who volunteer to reschedule their Christmas Leave will be given full discretion in selecting the rescheduled dates. Rescheduling Holiday Leave will not be considered when approving other employees' vacation selection.

In the event that the Employer does not get enough qualified volunteers following this canvas, an employee with the least seniority may be assigned to cover such Holiday Leave period. The affected employee will be given full discretion in selecting the rescheduled dates.

E&OE  
Signed off this 21 day of Oct 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Society Response

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Sept 22</b>	<b>Time:</b>
SR*	9.01	<i>Amend</i>	

## ARTICLE 9— ANNUAL VACATIONS

### 9.01 Vacation Leave

- (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

<b>Years of Service</b>	<b>Vacation Entitlement</b>
1-2 Years of Service	Three (3) Weeks Per Year
2-5 Years of Service	Four (4) Weeks Per Year
5-7 Years of Service	Five (5) Weeks Per Year
7+ Years of Service	Six (6) Weeks Per Year

A bonus week of vacation upon the completion of ~~fifteen (15) years'~~ ten (10) years' service. The bonus week will be taken before the completion of the twentieth (20<sup>th</sup>) year of service.

E&OE

Signed off this 21 day of Oct 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Sept 22	Time:
UP9	10.02(a)	<i>Employer Response</i>	

## ARTICLE 10— LEAVES of ABSENCE

### 10.02 **Pregnancy and Parental Leave**

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

#### 10.02(a) **Pregnancy Leave**

- i) Basic Leave Entitlement – On written request, an Employee who is pregnant shall be granted a leave of absence to a maximum of seventeen (17) weeks without pay in accordance with the Employment Standards Act of B.C.
- ii) Extended Pregnancy Leave Entitlement – On written request, an Employee shall be granted extension(s) to the fifty-two (52) weeks (pregnancy and parental together), up to an additional twenty-six (26) weeks, ~~provided each such request is for medical reasons, is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the Employee's choice.~~

Absence due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits and is eligible for the Society's Long Term Disability Plan.

#### iii) **Commencement of Pregnancy Leave**

- 1) The pregnant Employee shall advise the Society a minimum of four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- 2) The period of pregnancy leave shall commence from eleven (11) weeks prior to the expected date of confinement. However, the Employee may request postponement of the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner of the Employee's choice.

E&OE

Signed off this 21 day of Oct 2021

For the Union



For the Employer

- 3) Once pregnancy leave has commenced the Employee may not return to work during the six (6) week period following the date of delivery, unless the Employee requests in writing a shorter period a minimum of two (2) weeks in advance of the intended date of return and provides a medical certificate from a qualified medical practitioner of the Employee's choice attesting to the Employee's ability to resume work.
- iv) Continuation of Benefits – An Employee while on pregnancy leave, including the basic leave period and any extension thereto, as specified under Article 10.02(A) b), shall be entitled to continued full benefit plan coverage and benefits under this Agreement. The Employee will continue to pay their portion of the coverage while on leave.
- v) Notice of Return to Work – An Employee on pregnancy leave who intends to return to work shall notify the Society at least thirty (3) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of her intent to return to work, whichever is the earlier date.
- vi) Employees requesting both pregnancy and parental leave must apply for them both at the same time.

10.02(b) **Parental & Adoption Leave**

- i) On written request, an Employee shall be granted a leave of absence without pay for parental reasons as follows:
  - 1) ~~For a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the Society and Employee agree otherwise.~~
  - 2) ~~For a parent, other than an adopting parent, who does not take the pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty seven (27) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event, and~~
    - (i) For a birth mother who does not take pregnancy leave and for other parents, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks of that event.

E&OE  
 Signed off this 21 day of Oct 2021

For the Union  For the Employer 



- (ii) For an Adopting Parent, up to sixty-two (62) consecutive weeks unpaid leave beginning within 52 weeks after the child is placed with the parent.
- ii) 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.
- iii) The Society may require submission of a birth certificate or proof of adoption for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- iv) An Employee shall request parental & adoption leave at least four (4) weeks in advance of the date of commencement of the leave.
- v) Continuation of Benefits – An Employee while on parental leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement. The Employee will continue to pay their portion of the coverage while on leave.

**~~10.02(c) Adoption Leave~~**

- ~~i) On written request, an Employee shall be granted a leave of absence without pay for adoption reasons for a period not to exceed fifty two (52) continuous weeks. The leave may be commenced at any time within one (1) year following the adoption of a child.~~
- ~~ii) The Society may request proof of the adoption prior to the commencement of such leave.~~
- ~~iii) An Employee shall request adoption leave at least four (4) weeks in advance of the date of commencement of the leave.~~

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E&OE  
 Signed off this 21 day of Oct 2021

For the Union  For the Employer 

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(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

<b>Union Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> Sept 23	<b>Time:</b>
UP10 ECP UCP V2	10.07	<i>NEW – Employer response   Union Counter</i>	

## ARTICLE 10— LEAVES of ABSENCE

### 10.07 Compassionate Care Leave

Employees will be granted a leave of absence without pay for a period not to exceed} twenty-seven weeks, for the purposes of attending to the long term care needs of a family member who is suffering from a serious illness with a significant risk of death within 26 weeks.

"family member" means:

- in relation to an employee:
- the employee's spouse, child, parent, sibling, grandchild, grandparent, aunt or uncle, niece or nephew, current or former foster parent, ward, guardian, niece or nephew, current or former foster child or any person as long as they live with the employee as a member of the employee's family

or in relation to an employee's spouse:

- the spouse's child, parent or step-parent, sibling, step-sibling, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, current or former ward
- or anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership

The employee who requests leave under this section is entitled up to 27 weeks of unpaid leave to provide care or support to a family member, if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:

- a) the date the certificate is issued; or
- b) If the leave began before the date the certificate is issued, the date the leave began

The employee must give the Society a copy of the certificate as soon as possible

E&OE

Signed off this 21 day of Oct 2021

For the Union

For the Employer

A leave under this section ends on the last day of the week in which the earlier of the following occurs:

- a) The family member passes away; or
- b) The expiration of 27 weeks or other prescribed period from the date the leave began


If the employee takes leave under this Article and the family member does not die within the 27 week period, the employee may obtain a new certificate. This will entitle the employee to a further 27 weeks of leave within a subsequent 52 week period.


An employee who is on compassionate leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlement, as well as pension and other benefits to the employee under the collective agreement.

- a) The Society will continue to make payment to the plans, and the Employee must make their contribution in the form of post-dated cheques
- b) The Employee is entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken
- c) The Society may not terminate the employee or change a condition of their employment because of the leave, without the employee's written consent.
- d) When the leave ends, the Society must place the employee in their former position or a comparable one

**The Union Proposes to add the following subarticle and renumber remaining subarticles accordingly.**

E&OE  
Signed off this 21 day of Oct 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Oct 1, 2021	Time:
UP11 UCPv3	10.08	NEW	

## ARTICLE 10— LEAVES of ABSENCE

### 10.08 Domestic or Sexual Violence Leave

The Employer agreed to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Employer shall support and use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

An employee may require an absence from work to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing due to an employee and/or an employee's dependent child or a dependent person under their care experiencing domestic/sexual violence. In such a case, the employee shall be granted leave consistent with the applicable legislation and the Employer will provide up to -three (3) days of leave with pay per calendar year.

Such leave may be taken intermittently or in one continuous period. The Employee, or the Union on the Employee's behalf, may request additional leave as provided elsewhere in this collective agreement including Article 10.01 and 11.01. Such request shall not be unreasonably denied.

The Employee is to provide notification to their supervisor that they will be absent from work, similar process to calling in absent.

Further to that, the Employee must provide the Employer with notification that they are requesting paid coverage through this leave. To protect confidentiality, this request for Domestic or Sexual Violence can be made either directly through their supervisor, or other senior executives of the Employer. Alternatively, the Employee may use the Union's shop steward or Union Representative in communicating their request.

E&OE  
Signed off this 21 day of oct 2021

For the Union


For the Employer

Additional information and/or documented proof of the need for leave may be asked to be provided to the Employer within seven (7) calendar days of the first day of the request leave.

The Employer, the employee and the Union will only disclose relevant information on a 'need to know' basis to protect confidentiality while ensuing workplace safety.

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E&OE  
Signed off this 21 day of oct 2021

For the Union 

For the Employer 

Kekinow Native Housing Society  
 Proposal 2021  
 Society Proposals

Society			
Number	Article	Date:	
3	11	Sept 17, 2021	UCP v1 Oct 1

**ARTICLE 11- SICK LEAVE, WELFARE PLANS, REGISTERED  
 RETIREMENT SAVINGS (PENSION PLAN)**

11.01 (a) 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.

(b) All costs for obtaining any medical certificate under this clause shall be borne by the Society.

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. A copy of the current plan booklet is appended to the Collective Agreement as Appendix 'B'

It is agreed and understood by the Parties that the group insurance plan forms part of the Collective Agreement, and may only be altered or amended by mutual agreement of both parties.

The Parties may mutual agree to substitute the group insurance plan with another carrier provided that the level of benefits conferred thereby are not decreased and the eligibility for such benefits are not changed, subject to negotiation and the mutual agreement of the Union and the Company

11.03 The Society shall register all employees under the WorkSafeBC.

11.04 **Pension Plan**

Full-time employees with more than six (6) months service shall have the option of contributing up to five percent (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.

~~11.05 — The Society shall pay fifty percent (.50%) of MSP premiums for non-status employees.~~

Signed October 21, 2021

A handwritten signature in black ink, consisting of a stylized initial 'A' followed by a horizontal line.A handwritten signature in blue ink, appearing to read 'Joelle' above 'Mun' with a long horizontal line underneath.



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Society Response (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
ER12	14.05	<i>Response</i>	

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

### 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 termination for reasons other than just cause, 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. Sixteen (16) weeks.

E&OE  
Signed off this 21 day of oct 2021

For the Union 

For the Employer 

Kekinow Native Housing Society  
Proposal 2021  
Society Proposals

Society	UCPv1		
Number	Article	Date:	
3	15	Sept 17, 2021	

**REMOVE 15.06 and renumber remaining article accordingly**

**ARTICLE 24 – OCCUPATION HEALTH & SAFETY**

**24.01 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.

The Union representatives on the Health and Safety Committee shall be entitled to 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.

**24.02 Bullying, Discrimination, and Harassment**

- (a) The Employer and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.
- (b) Discrimination relates to any of the prohibited grounds contained in the BC Human Rights Code. Grounds for discrimination include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, gender, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment.
- (c) Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is likely to cause offence or humiliation to any reasonable person.
- (b) Discrimination and harassment do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and



responsibilities.

- (c) Any employee who feels that they are subject to discrimination or harassment may file a grievance pursuant to Article 18. Notwithstanding the process in Article 18, where appropriate, the parties may agree to use any other process available to them, including Section 87 of the Labour Relations Code, to resolve complaints under this clause.

#### **24.03 Sexual Harassment in the Workplace:**

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

#### **24.04 Personal Harassment in the Workplace:**

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

- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

#### **24.05 Anti-Bullying**

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying by other employees. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) Intimidates, shows hostility, threatens and offends others;
  - (2) Interferes with a workers performance;
  - (3) Otherwise adversely affects others.

#### **24.06 Complaint Procedure**

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

Union, is not satisfied with the CEO or designate's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 8.
- (i) This clause does not preclude an employee from filing a complaint under the BC Human Rights Code. A complaint of harassment or bullying shall not form the basis of a grievance.
- (j) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

Signed October 21, 2021





**Kekinow Native Housing Society  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional  
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP15\Ep8	LOU	<i>New</i>	

LOU

The Union proposes re-signing the Letter of Understanding currently located on pages 30 and 31 of the current collective agreement, extending it for the length of the succeeding collective agreement, with the following amendment :

**LETTER of UNDERSTANDING**

**BETWEEN:** Kekinow Native Housing Society  
*(the Society);*

**AND:** MoveUP (Canadian Office and Professional Employees' Union)  
**Local 378**  
*(the Union);*

~~The Parties agree that Karen McCallum and Victoria Moen shall retain the job title and job responsibilities of the Resident Building Manager so long as they remain employed with Kekinow Native Housing Society.~~

~~The Parties agree that Karen McCallum will retain her hourly rate of \$25.29/hour and Victoria Moen will have her hourly rate increased to \$21.00/hour retroactive to April 1, 2018 and both employees will receive the annual percentage increases outlined in Appendix A.~~

~~The Parties further agree that Categories in Appendix A will be changed to reflect:~~

- ~~1. Office Manager, Accountant and Maintenance roles are removed from Appendix A.~~
- ~~2. Resident Building Manager and Relief Resident Building Manager categories will be renamed Building Service Workers.~~
- ~~3. Tenant Relation Coordinator duties are being split between the new Property Administrator role and Cultural Outreach Worker Role~~

E&OE

Signed off this 21 day of Oct 2021

For the Union



For the Employer

- ~~4. Administrative Assistant is now Accounting Clerk.~~
- ~~5. Landscaper/Landscaper Assistant roles will be rolled into the new Building Service Worker/Relief Building Service Worker job category.~~
- ~~6. The new Building Service Worker (previous Resident Building Manager) will be paid an hourly rate, versus a per building/units rate based on funding.~~

~~Prior to deleting the existing categories of Landscaper, Landscaper Assistant and Relief Resident Building Manager, the Society will post the new Building Service Worker positions for existing employees to be able to bid on the positions as per the collective agreement under Article 14, and prior to the Society posting externally.~~

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E&OE  
Signed off this 21 day of October 2021

For the Union  For the Employer 

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The Parties ~~furthe~~ agree that the following employee's wages will be grandfathered as follows and will receive the annual percentage increases as outlined in Appendix A:

Shannon Carpenter (Officer Clerk)	\$21.56/hour
<del>Theresa Michel (Accounting Clerk)</del>	<del>\$23.98/hour</del>

The parties also agree that Victoria Moen will be grandfathered and will be able to continue to contribute up to 8% of her earnings to the pension plan and the Society will continue to match the amount up to 8%.

Signed at Surrey, BC	this	day of	, 2018
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***Party of the First Part;***

***Party of the Second Part;***


SIGNED ON BEHALF OF THE SOCIETY

SIGNED ON BEHALF OF THE UNION

<i>Shelly Hill, CEO</i>	<i>Cheryl Popeniuk - Union Representative</i>
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**E&OE**

E&OE  
Signed off this 21 day of October 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

# Kekinow Native Housing Society PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP13	21.01	<i>Amend</i>	

## ARTICLE 21 — DURATION

21.01 (a) **Duration**

This Agreement shall be binding and remain in full force for the period from and including ~~April 1, 2016 to and including March 31, 2021.~~ April 1, 2021 to and including April 1, 2023.

E&OE

Signed off this 21 day of October 2021

For the Union

For the Employer



**Kekinow Native Housing Society  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional  
Employees Union, Local 378)

Employer response			
Number	Affected Article/MOU	Date: Oct 6, 2021	Time:
UP14	Appendix A	<i>New</i>	

**APPENDIX "A"**

**WAGES**

Increase wages effective April 1, 2018:

Category	2018	2019	2020	2021
Office Clerk	\$20.00	\$20.30	\$20.60	\$20.91
Accounting Clerk	\$22.50	\$22.84	\$23.18	\$23.53
Property Administrator	\$22.00	\$22.33	\$22.66	\$23.00
Cultural Outreach Worker	\$24.00	\$24.36	\$24.73	\$25.10
Building Service Worker	\$21.00	\$21.32	\$21.63	\$21.96
Relief Building Service Worker	\$18.00	\$18.27	\$18.54	\$18.82

Wage Increases effective April 1, 2019 — 1.5%

Wage Increases effective April 1, 2020 — 1.5%

Wage Increases effective April 1, 2021 — 1.5%

E&OE  
Signed off this 21 day of Oct 2021

For the Union 

For the Employer 



Category	01-Apr-21	Ratification bonus	Ratification	01-Apr-22	01-Apr-23
	1.50%		0.50%	2.00%	2.00%
Office Clerk	\$20.91	\$800.00	\$21.01	\$21.43	\$21.86
Accounting Clerk	\$23.53	\$800.00	\$23.65	\$24.12	\$24.60
Property Administrator	\$23.00	\$800.00	\$23.12	\$23.58	\$24.05
Cultural Outreach Worker	\$25.10	\$800.00	\$25.23	\$25.73	\$26.24
Building Service Worker	\$21.96	\$800.00	\$22.07	\$22.51	\$22.96
Relief Building Service Worker	\$18.82	\$400.00	\$18.91	\$19.29	\$19.68

E&OE  
Signed off this 21 day of Oct 2021

For the Union 

For the Employer 

Kekinow Native Housing Society  
Proposal 2021  
Society Proposals

Society			
Number	Article	Date:	
3	7	Oct 13, 2021	

**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 8:00 a.m. and 6:00 p.m.

Employees hired prior to Oct 1, 2021 will have the option to maintain their existing work schedule, ending at 4:30 pm, but may voluntarily offer to change their schedule to a later ending time as the Employer needs. Further, if an employee hired prior to Oct 1, 2021 elects to work a later shift, or is asked in the future by the Employer, should the employee change their mind or circumstances change, they can provide the Employer with 30 day notice and return to a schedule, with a 4:30 end time.

Employees hired after Oct 1, 2021 may be scheduled at the discretion of the Employer, with an end time up to 6:00 pm as needed.

**7.02 Regular Work Week**

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

7.03 Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual agreement between the Society and the Union. It is understood that Building Service Workers and Relief Building Service Workers work ~~six (6)~~ seven (7) consecutive hours per day between 8:00 a.m. and 6:00 p.m. subject to Article 7.01

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.

Signed October 21, 2021



**LETTER OF UNDERSTANDING**

**BETWEEN**

**KEKINOW NATIVE HOUSING SOCIETY**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

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

**(hereinafter referred to as the "Union")**


**PARTY OF THE SECOND PART**

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This letter of understanding ("Letter") shall be deemed as written agreement of the Parties to implement a pilot project ("Pilot") to allow changes to the current on-call procedure for two (2) years from the date of signing.
2. During the Pilot, the Employee may canvas building support workers ("BSWs") to voluntarily be placed on an on-call schedule.
3. BSWs who agree to be placed on an on-call schedule shall be entitled to the cell phone allowance outlined in Article 7.12, a monthly allowance of \$75.00. This allowance will be prorated to the number of days the employee is available to be on call during the month.
4. As compensation for the disruption to a normal life style that is created by an employee being required to be on call when off duty. The Employer agrees to \$150 dollars per month for employees continually on-call. This allowance will be prorated to the number of days the employee is available to be on call during the month if not continually on-call.
5. Employees participating in the on-call pilot shall not receive the minimum four hour overtime premium outlined in Article 7.08. However, pilot participants who report for on call work shall receive a minimum of two hours pay at the overtime rates.
6. The Parties agree that the intent of the pilot is to provide the Employer with flexibility to address emergencies on-site outside normal working hours, but with recognition that on-call employees should only be asked to work outside normal working hours for urgent emergencies only.
7. The Parties further agree that any pilot participant may withdraw participation in the pilot at any point, with one weeks notice to the Employer.
8. The Parties further agree that either Party may withdraw from the Pilot at any point during the Pilot period outlined in this letter, effectively ending the Pilot.
9. This letter shall be appended to the Collective Agreement for reference.

SIGNED ON THIS 21 DAY OF Oct, 2021

For MoveUp Local 378

  
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For the Employer

  
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