

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, 2021 to March 31, 2023 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, 2023 to and including April 1, 2028.
5. 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. This will also include a one-time payment of two-hundred and fifty dollars (\$250.00) for all bargaining unit members listed in Appendix "A".

6. 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.
7. 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.
8. 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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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.
9. It is mutually agreed that any typos, spelling errors and or formatting will be corrected prior to the production of the new collective agreement.
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 _____, B.C. this 8 day of March, 2023.

For the Union

For the Employer

APPENDIX "A"

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(Canadian Office and Professional Employees Union, Local 378)

**Kekino Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Article 0	NEW - <u>Territorial Acknowledgement</u>	

Territorial Acknowledgement

ARTICLE 0 – TERRITORIAL ACKNOWLEDGEMENT

We acknowledge that we are located on the traditional territories of the Katzie, Kwantlen, Semiahmoo, Kwikkwetlem and Tsawwassen First Nations.

E&OE

Signed off this ____8____ day of ____March____ 2023____

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Kekinow Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	Article 7.12	<i>Amend</i>	

Cell Phone Increase

7.12 Cell Phone Allowance

Where an employee is required to carry a cell phone on weekends due to a Relief Building Service Worker not being on duty, the employee will be entitled to a cell phone allowance of ~~\$75.00~~ up to \$100.00 per month. The cell phone allowance will be pro-rated based on the number of weekends the employee is required to carry the cell phone.

A weekend is defined as the end of the Society's normal business hour on Friday to the start of the Society's operations the following week.

Employees shall endeavor to claim the cell phone allowance as soon as reasonably possible, usually within thirty (30) days of qualifying for the allowance.

E&OE

Signed off this _____ 8 _____ day of _____ March _____ 2023

For the Union

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For the Employer

_____ 



(Canadian Office and Professional Employees Union, Local 378)

**Kekinow Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3 CP#2	Article 10.06	<i>Amend – Union Counter</i>	

10.06 ~~Paid Compassionate Leave~~ Bereavement Leave

Note: The union is proposing to change the term in article 10.06 from paid compassionate Leave to Bereavement Leave.


E&OE

Signed off this 8 day of March 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Kekinow Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4 CP#3	Article 10.10	NEW – Union Counter	

10.10 ESA Leave

The Employer will grant time off to employees who meet the eligibility criteria for any other leave(s) as outlined in the British Columbia Employment Standards Act that is not covered under the articles of the Collective Agreement. The eligible employee will receive the greater benefit of either the terms of this Collective Agreement or the Employment Standards Act, but not the benefit of both.

All leaves will be unpaid unless specified under legislation or within the collective agreement.

Additional leaves include COVID-19 related leaves, Critical Illness or Injury Leave, Compassionate Care Leave or Caregiving Leave, Leave Respecting the Disappearance or Death of a Child, Reservists' Leave and any and all other leaves as set forth by applicable legislation

Leave will be granted in accordance with immediate family definition outlined in Article 10.06

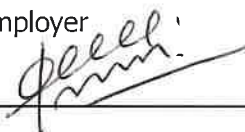
E&OE

Signed off this _____ 8 _____ day of _____ March _____ 2023

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

Kekinow Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5 CP#4	Article 10.11	NEW -Union Counter	

10.11 Quarantine Leave

An employee shall be allowed time off with pay, with a maximum period of ten (10) days paid, from work during a period of mandated quarantine and mandated isolation (under the Canada Quarantine Act and applicable to the location of residence or travel of the affected employee), if they are unable to work remotely and are not sick.

Employees are NOT eligible for paid coverage if they travel contrary to travel advisories against such travel as provided by the Government of Canada or Health Canada or other applicable regulatory bodies.

Proof of mandated quarantine or isolation maybe requested by the employer.


E&OE

Signed off this 8 day of March 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Kekino Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 11	Amend - Benefits Plan	

The Union proposes adding HSA coverage on top of existing benefits

11.05 HEALTH SPENDING ACCOUNT

In addition to the Employee Benefit Plan listed above, the employer will provide employees with a Health Spending Account. The employer will fund each employee's health spending account with Five Hundred (\$500.00) dollars per year for allowable medical expenses, including prescription eye glasses or prepaying LTD premiums for the year.

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

E&OE

Signed off this _____ 8 _____ day of _____ March _____ 2023

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

Kekinow Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	Article 15.08	NEW - <u>Transit Subsidy</u>	

The employer will provide eligible employees who do not use their personal car to commute to work, reimbursement of a monthly transit pass, or a monthly allowance equal to \$85/month. Eligible employees must provide confirmation of their alternative transportation on a regular basis (no less than quarterly) and can include transit, cycling, walking, or carpooling. Employees that utilize the transit subsidy will not be provided a parking spot or monthly parking pass through the society.

Employees that:

- Live in Kekinow housing; or
- Are required to use their personal vehicle for their work on a regular basis (Property Administrator)
- Are provided a society vehicle to use to commute to and from work

Are not eligible for any reimbursement.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Kekinow Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#10	Article 21	<i>Amend - Duration</i> The Union proposes renumbering the current articles so that the Duration clause is at the end of the agreement, before any appended letters and memorandums.	

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, 2021 to and including March 31, 2023~~ April 1, 2023 to and including March 31, 2028.

(b) Notice to Bargain

This Agreement 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 ~~March 31, 2023~~ March 31, 2028 or sixty (60) days prior to March 31 in any year subsequent thereto.

(c) Agreement to Continue Force

Both Parties shall comply with the terms of this Agreement during the period of the collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike or legal lockout, as the case may be.

(d) Exclusion of Operations: Section 50(2) and 50(3) L.R.C. The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent legislative provisions.

(e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.

E&OE

Signed off this 8 day of March 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Kekino Native Housing Society
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	Appendix A	Wages	

APPENDIX "A" - WAGES

Increase wages effective April 1, 2023:

Category	01-Apr-23	Ratification	Market Adjustment	01-Apr-24	01-Apr-25	01-Apr-26	01-Apr-27	01-Apr-28
	2.00%	3.00%	8%	3.0%	3.0%	2.0%	2.0%	2.0%
Office Clerk	21.86	22.52	-	23.19	23.89	24.36	24.85	25.35
<u>Accountant*</u>	24.60	25.34	27.37	28.19	29.03	29.61	30.20	30.81
Property Administrator	24.05	24.77	26.75	27.55	28.38	28.95	29.53	30.12
Cultural Outreach Worker	26.24	27.03	-	27.84	28.67	29.25	29.83	30.43
BSW	22.96	23.65	-	24.36	25.09	25.60	26.10	26.62
Relief BSW	19.68	20.27	-	20.88	21.50	21.93	22.37	22.82

* The Employer shall pay for Annual CPA membership fees

Employees shall receive a \$250.00 Signing Bonus upon ratification.

E&OE

Signed off this 8 day of March 2023

For the Union

For the Employer

KekinoW Native Housing Society
PROPOSALS 2023
Employer Proposal (EP Item)

Society			
Number	Affected Article/MOU	Date: March 8, 2023	Time:
EP01	Article 7	<i>Amend</i>	

ARTICLE 7.01 REGULAR WORK DAY

A regular work day shall consist of seven ~~(7)~~ seven and a half (7.5) consecutive hours between 8:00 a.m. and 6:00 p.m.

ARTICLE 7.02 REGULAR WORK WEEK

Regular work week shall consist of ~~thirty-five (35)~~ thirty-seven and a half (37.5) hours.

Employees hired prior to April 1, 2023 will have the option to maintain their existing work schedule, working seven (7) hours per day, or, option into working seven and one half (7.5) hours per day. During the first twelve (12) months of this agreement (April 1, 2023 to March 31, 2028,) any employee that elects to work the new regular work week and change their mind or circumstances change, they can provide the employer with 30 days notice and return to a seven (7) hour/ thirty-five (35) hours per week schedule.

Following April 1, employees hired previous to April 1, 2023 and working under a seven (7) hours/ thirty-five (35) hour week must declare their preferred hours worked, in January of each subsequent calendar year, then starting April 1 of that same year, maintain their schedule for a twelve (12) month period. Employees hired after April 1, 2023 will be scheduled for seven and one half (7.5) hours per day, thirty-seven and one half (37.5) hours per week.

7.03 Hours of work as provided under 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 seven ~~(7)~~ seven and a one half (7.5) consecutive hours per day between 8:00 am and 6:00 p.m. subject to Article 7.01

ARTICLE 7.05 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Article 7.03, shall be considered as overtime and paid at the following rates:

a) One hundred and fifty percent (150%) of the employee's hourly rate of pay for all hours 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, if the employee is currently scheduled on a seven (7) hour regular workday.

b) One hundred and fifty percent (150%) of the employee's hourly rate of pay for all hours worked in excess of seven and one half (7.5) hours per day or thirty seven and one half (37.5) hours per week up to nine (9) hours per day or thirty-seven and one half (37.5) hours per week respectively, if the employee is scheduled on a 7.5 hour regular work day

c) Two hundred percent (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.

d) An employee must contact the supervisor for approval prior to working overtime.

E&OE

Signed off this 8 day of March 2023

For the Union



For the Employer

