

Memorandum of Agreement  
*Pursuant to s.54 of the BC Labour Relations Code*

**Labour Adjustment Plan**

Between

**LU'MA NATIVE HOUSING SOCIETY**

(the "Employer")

And

**MOVEUP**

(Canadian Office and Professional Employees Union, Local 378)

(the "Union")

(collectively "the parties")

Re: Travelodge Supportive Housing Site

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**Overview**

BC Housing is suspending its funding of the Travelodge Supportive Housing Site located at 2060 Marine Drive in North Vancouver, BC. The Parties agree that the programs continuance at this location is outside their control, and strictly at the discretion of the funder.

BC Housing had been paying \$1.5 million annually towards the operating costs of the supportive housing, on top of the lease. There is some discussion between the Employer and the Funder on the potential continued operation of the site on a temporary month-to-month basis while the Funder attempts to find reasonable alternative housing for current occupants, however the lease and program is confirmed for wind down by the Funder.

## **Purpose**

1. This agreement is a result of the parties working in good faith to develop the Labour Adjustment Plan pursuant to the 2021-2024 Collective Agreement (CA) and Section 54 of BC Labour Code.
2. This agreement is made on a without prejudice and precedent basis.
3. All terms of the Collective Agreement shall prevail unless otherwise referenced in this Memorandum of Agreement. Collective agreement language may be reproduced in this template transfer agreement for ease of reference only and is not intended to modify the language reproduced.

## **Notice and Consultation**

4. On January 31, 2024, section 54 Notice was provided to the Union.
5. During the consultation period, the Employer provided the Union with an opportunity to discuss and be consulted on the closure and its impact on affected employees and to consider the Union's proposals to manage the impact of the changes.
6. The Employer has and will continue to provide the Union with relevant information sufficient for informed labour adjustment discussions of the program cessation, including but not limited to :
  - a. *Detailed affected employees list*
  - b. *Vacancy List*

## **Process**

7. On **January 31, 2024**, the Employer provided layoff notice to the affected employees with an election form for severance, vacancy or bumping rights. Prior to the expiry of the layoff notice period, May 31, 2024, employees shall endeavour to make such election before May 31, 2024, where feasible.

## **Terms**

8. Those affected employees electing Article 14.05 – Notice of Lay-Off and Termination will receive an additional four (4) weeks pay as a severance top-up on top of four (4)

weeks pay for each year of service, including temporary employees.

9. Those electing Article 14.05 will also receive a reference letter from the Employer to aid in seeking employment elsewhere.
10. Due to the lack of specificity from the Funder on the final closure date and the nature of the month-to-month extension, all employees who continue to work at the location until the final program cessation date will be provided an additional four (4) weeks' pay as a retention bonus.
11. The Employer endeavors to try to secure a final program date from the Funder as soon as practicable, and the Parties confirm their ongoing commitment to ensure that all employees electing vacancy and bumping will be able to secure employment at another location and program despite the tentative nature of the Travellodge program cessation date.
12. Finally, should the program continue at a different location than specified above, affected employees will still be provided an option of vacancy, bumping and severance as if it were a complete program cessation.

  
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*Doreen Mayer, Director of HR*

LNHS

  
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*[Authorized Signatory]*

MoveUP

## Exhibit 1 – Informing CA provisions

### 14.04 **Lay-Off:**

If a reduction of staff is necessary, the Employer shall meet with the Union Representatives as soon as possible and no reduction of staff shall occur until such a meeting has taken place; once the Employer has met with the Union the following procedure shall be adopted:

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

### 14.05 **Notice of Lay-Off and Termination:**

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

- (a) Notice of Lay-Off— two (2) weeks' notice; or
- (b) Notice of Termination — one (1) month's pay for each year of service.

*NOTE:* If a regular employee is laid off and at the end of the six month recall period is not recalled, severance pay in the amount of one (1) month's pay for each year of service will be paid.

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

### 14.07 **Recall:**

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

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

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