

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: Heatherlands Supportive Housing Program

Overview

Pursuant to Section 54 of the BC Labour Relations Code, Lu'ma Native Housing Society has formally notified COPE 378 of an organizational change that will result in the layoff of seventeen employee(s) in the Heatherlands Supportive Housing Program.

The layoff is necessary due to the land lease agreement expiration, requiring the structures to be removed.

The Parties recognize the impact this may have on affected employees and are committed to working collaboratively to discuss potential alternatives and mitigation strategies.

This lay-off will affect the Program Manager, Assistant Program Manager, Tenant Support Worker, Building Service Worker, Homemaker, and Kitchen Coordinator positions. The Employer anticipates seventeen staff in total will be impacted.

The final date on site will be November 15, 2025, as the keys will be collected by Lu'ma's funder on that date. The layoff will be permanent.

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 February 18, 2025, 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 June 15, 2025 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, August 15, 2025, employees shall endeavour to make such election before August 15, 2025, where feasible.

Terms

8. Those affected employees electing Article 14.05 – Notice of Lay-Off and Termination are confirmed to receive the following:
 - a. severance pay in the amount of one (1) month's pay for each year of service will be paid. Employees that are electing severance, that will not have hit their final anniversary date on or before November 15, 2025 will be provided with a pro-rated severance for their final year of service to their termination date. **For further clarity, an employee that has two and a half years of service will received the equivalent of two and a half months severance.*
 - b. the Employer shall pay the employee up to thirty (30) days sick days banked (provided the sick days are so banked.), per Article 11.01(d).

- c. the calculation of severance payments for part time employees will be based on the “average” weekly hours worked in accordance with the *Employment Standards Act* or to January 1, 2025, whichever is greater.
9. Those electing Article 14.05 will also receive a reference letter from the Employer to aid in seeking employment elsewhere.
10. Employees that are not eligible for bumping or election of vacancy will be placed on the recall list for a period of six (6) months if they do not elect termination.
11. All employees who continue to work at the location until the final program cessation date November 15, 2025, or sooner if directed by the Employer, will be provided an additional four (4) weeks’ pay as a retention bonus. Employees that are required or requested by the Employer to work at an alternative location, prior to the November 15, 2025 cessation date will still receive, and be entitled to, the retention bonus.
12. 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.
13. 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.



Signed at Vancouver, B.C. this 3rd day of June, 2025

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part

Party of the Second Part;

	
<i>Doreen Mayer</i> <i>On behalf of the Employer</i>	<i>Georgi Bates</i> <i>Union Representative</i>