

MEMORANDUM OF AGREEMENT

BETWEEN:

LU'MA 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 January 1, 2025 to December 31, 2027, 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 January 1, 2025 to December 31, 2027.
5. Upon ratification by both Parties in accordance with this Memorandum, the following 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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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 Burnaby, B.C. this 7th day of January, 2026.

For the Union



For the Employer

APPENDIX "A"



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	<i>New/Housekeeping. The Union proposes that the Parties agree to address any typographic, grammatical, or structural discrepancies in the production of the collective agreement.</i>	

HOUSEKEEPING

- 1) Change "the parties" to "the Parties".
- 2) Change the provision format to Article XX.XX.
- 3) Change "Collective Agreement" or "the Agreement" to "this Agreement".
- 4) Change "Lu'ma" to "Employer", where appropriate.
- 5) Italicize all laws.
- 6) Add numerical number in bracket after the number in word
- 7) Capitalize employee
- 8) All existing languages moved to a different Article should be underlined
- 9) Ensure all referred Articles are the correct Article

E&OE

Signed off this 27 day of August 20 25

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Article 1 – Purpose	<i>The Union proposes that the Parties expand and clarify language</i>	

ARTICLE 1 – PURPOSE

1.01 Intent

The purpose of this Agreement is to maintain a harmonious relationship between the Employer 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 Employer and its employees; and to promote and maintain such conditions of employment.

1.02 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 1.02(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.

1.03 Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

1.04 No Other Agreement

The Employer agrees not to enter into any agreement with any employee or group of employees which conflict with the terms and conditions of this Agreement.

1.05 Definition of Days and Weeks

All references to “days” mean “working days”; references to “years” mean “calendar years” unless otherwise specified in the Agreement.

E&OE
Signed off this 27 day of August 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	Article XX – Interpretation NEW	<i>The Union proposes that the Parties include clear and unequivocal language to intent (Pacific Press)</i>	

ARTICLE X - INTERPRETATION

X.XX Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Government of Canada.

X.XX Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

X.XX Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

E&OE
Signed off this 27 day of August 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	Article 2 – Bargaining Unit and Recognition	<i>The Union proposes updates to existing language. Headings of Articles to be included</i>	

ARTICLE 2 - BARGAINING UNIT DESCRIPTION AND RECOGNITION

2.01 Union Recognition and Bargaining Unit Description

The Employer recognizes the Union as the sole bargaining authority for all employees in its premises within the jurisdiction of MoveUP (Canadian Office and Professional Employees Union, Local 378), and within the classifications listed in Appendix "A" or within such new classifications and locations 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 Employer. Work locations covered by this agreement are outlined under Letter of Understanding VIII.

Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such employees are required to perform their work functions anywhere within the Province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

2.02 Union Label

All members shall be required to use their Union Label.

2.03 Use of Union Label

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of Move UP (Canadian Office and Professional Employees Union) with the designation of Local 378 and shall remain the sole property of the Union.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

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2.04 Right to Refuse to Cross Picket Lines

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 Employer as soon as possible of the existence of such recognized picket lines. All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a strike or lockout as defined in the Labour Relations Code of British Columbia. Any employee thus failing to report for duty on the premises of the Employer shall be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

2.05 No Strike or Lockout

During the life of this Agreement, there shall be no lockout by the Employer 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, in accordance with the applicable provisions of the Labour Relations Code of British Columbia.

2.06 No Request for Agreement by Employer

The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

2.07 No Contracting Out

No work which is properly or customarily performed by employees within the Bargaining Unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the Bargaining Unit. **moved from 15.02*

E&OE

Signed off this 27 day of August 20 25

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	LOU 8 – NEW Recognized Worksites	<i>NEW – Clarification of Certification and Jurisdiction per new proposed language in 2.01</i>	

Letter of Understanding VIII – Recognized Worksites

BETWEEN: Lu'Ma Native Housing Society

the Employer;

AND

MoveUP (Canadian Office and Professional Employees Union, Local 378)

the Union;

Further to Article 2.01 of the Collective Agreement, the Parties acknowledge that while all employees performing work within the classifications captured in Appendix 'A' are recognized as being headquartered out of 2960 Nanaimo St, Vancouver, BC, the operational nature of the Employer's services may require employees to be regularly assigned to one or more alternate worksites.

These alternate worksites may include, but are not limited to, temporary housing sites that are established under term-definite contracts secured by the Employer through tendering processes to BC Housing and other social services providers.

Accordingly, the Parties agree as follows:

Employees headquartered at 2960 Nanaimo St, Vancouver, BC working in the following classification may report to alternate worksites on a regular, temporary or call-out basis by mutual agreement between the Employer, the Union, and the Employee.

When the Employer is awarded a new contract to operate a temporary housing site or in any other circumstance where the Employer is expanding with another location where

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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MoveUP work may be performed, the Employer shall notify the Union at the earliest reasonable opportunity.

The Parties will meet in a timely manner to discuss the inclusion of the new site as a worksite under this Letter of Understanding.

Once a new worksite is established, it shall be added to this Letter of Understanding as an Appendix or Schedule, identifying:

The worksite location, a description of the work to be completed, and the anticipated positions that will report and work at this location, when possible.

The attendance of employees on or at alternate worksites shall not be construed, nor shall it be used, to circumvent any other provisions of the Collective Agreement.

This Letter of Understanding is intended to provide administrative clarity and facilitate operational flexibility while preserving the Union's representational scope and employees' rights under the Collective Agreement.

<u>Worksite Address</u>	<u>Description</u>	<u>Classifications at Worksite</u>

E&OE

Signed off this 27 day of August 20 25

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	Article 3 – Union Security	<i>The Union proposes amendments to existing language. Headings of Articles to be included</i>	

ARTICLE 3 - ~~UNION SECURITY~~ UNION MEMBERSHIP AND DUES

3.01 Union Membership

- (a) The Employer agrees that all employees in the bargaining unit shall maintain Union membership in MoveUP (Canadian Office and Professional Employees Union) as a condition of employment.
- (b) The Employer 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 seven (7) calendar ~~thirty (30)~~ days from the date of employment, become and remain members of the Union.
- (c) The Employer shall advise the Union of all newly hired employees within fifteen (15) calendar days of the date of their employment.

3.02 Information for New Employees

~~The Employer agrees to acquaint new employees that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.~~

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect; and with the conditions of employment set out in the provisions dealing with Union membership and dues. The Employer shall also provide the new employee with a copy of the current Collective Agreement and advise the names and locations of their job steward(s). The Employer agrees that a job steward shall be given an opportunity to meet with new employees within regular working hours, without loss of pay, for one (1) hour within the first thirty (30) days of employment for the purpose of acquainting the employees with the benefits and duties of Union membership and employee responsibilities and obligations to the Employer and the Union.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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3.03 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages in the form supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees or assessments payable to the Union in accordance with the Union Constitution and/or bylaws.

~~The Employer 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. *language moved to Article 3.01 (b)~~

3.04 Union Dues and Assessments Deduction

- (a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union.
- (b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the employee to the Union.
- (c) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of twenty (20) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article.

~~Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee if the employee fails to renew the employee's membership or bring up to date dues owing within seven (7) days of written notice from the Union.~~

3.05 Assignments of Wages and Employee Information Remittance of Deductions

~~The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15th) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case:

- (a) employee id number
- (b) name - address
- (c) monthly salary
- (d) amount of dues deducted
- (e) job classification
- (f) employee status
- (g) date of hire
- (h) work location
- (i) telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

In addition to the above the Employer will provide the Union monthly with a list of:

- i) new hires
- ii) terminations
- iii) promotions
- iv) demotions
- v) lateral moves
- vi) salary revisions
- vii) address and name changes
- viii) employees on extended leave of absence
- ix) acting pay appointments
- x) overtime worked
- xi) telephone number changes, except where employees have expressly indicated to the Employer that their number is unlisted
- xii) seniority

Such information shall be supplied by the Employer and in an electronic form mutually acceptable to the parties.

3.06 Record of Union Deductions (T4 Slips)

The Employer shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such record shall be provided to each employee prior to March 1st of the succeeding calendar year.

E&OE

Signed off this 27 day of August 20 25

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	Article 4 – Rights of the Employer	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

4.01 Management Rights

The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The Union acknowledges that the management and direction of the employees is retained by the Employer.

~~Except as expressly limited by this Agreement, the Employer 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 lay-off employees; to require employees to observe such rules and regulations issued by the Employer as are consistent with the provisions of this Agreement; and to decide the number and location of its offices, 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.~~

E&OE

Signed off this 27 day of August 20 25

For the Union



For the Employer





(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9 V 3	Article 5 – Definition of Employees	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.01 Probationary Period:

~~All new employees as set out in Article 3.01, except temporary employees, will be considered probationary for the first ninety (90) days of employment. After ninety (90) 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 ninety (90) days of employment. This period may be extended by mutual agreement between the Union and the Employer.~~

All new employees as set out in Article 3.01, except temporary employees, will be considered probationary for the following:

- a) Regular Full-time: the probationary period for regular full-time employees will be three months worked. After the probationary period, an employee will become regular.
- b) Regular Part-time and casual: the equivalent number of hours worked based on their classification per Article 7.01 (455 hours) and 7.02 (520 hours) regular hours of work of a full-time employee. Part-time and casual hours will all be counted towards the completion their probationary period.
- c) Notwithstanding the foregoing, the probationary period will not exceed six calendar months.
- d) A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period.
- e) This period may be extended by mutual agreement between the Union and the Employer for a period of up to 3 months. Extension requests will not be unreasonably denied by the Union.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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5.02 Regular Full Time:

Definition:

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. The hours of work for regular full-time are outlined in Article 7.01 and 7.02.

5.03 Regular Part-Time:

Definition:

A regular part-time employee is any person employed on a continuing basis for fewer than the normal hours of work as per ~~Section~~ Article 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:

Entitlements:

- (a) Sick leave will be in accordance with Article 11.01 and prorated in accordance with the hours worked per week.
- (b) Regular part time employees will be paid six (6%) percent of gross earnings with each pay period in lieu of statutory holidays.
- (b) Annual vacation entitlement and leaves of absences entitlements under Article 10 shall be prorated 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.
- (c) All regular part time employees scheduled to work less than twenty (20) hours per week will receive six (6%) percent in lieu of benefits and pension. All regular part time employees who are scheduled to work twenty (20) hours or more per week shall be entitled to full benefits as per Article 12.02.
- (d) part time regular employees will work according to a regular part-time schedule and shall not be scheduled to work less than ~~fourteen (14)~~ sixteen (16) hours per week, including statutory holidays, unless specifically agreed to by the Parties.

5.054 Casual

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

- ~~(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.~~

Definition:

A casual employee is any person employed on an "on call" basis to cover absences of a regular employee or where regular part-time employees have not opted in for additional hours. Casual employees are called out on the basis of seniority and availability in accordance with Appendix E, Relief Call-in Process.

Entitlement:

- (a) A casual employee shall be entitled to a combined Statutory, Annual Vacation Pay, Leaves of Absence (Article 10), and pay in lieu of benefits and pension at a rate of eighteen ~~(18%)~~ (16%) of gross earnings.
- (b) Casual employees will not be used in such a way as would reduce the number of regular full-time and/or part-time employees.
- (c) When a casual employee is hired into a regular position they shall be placed on the regular seniority list and be credited with seniority in accordance with Article 14.

5.045 Temporary:

Definition:

A temporary employee is external hire and one so informed by the Employer at the start of their employment. A temporary employee has a definitive start and end date of their 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.

Except for outlined below in Article 5.05(a), The period of temporary employment is not to exceed six (6) month's but may be extended by mutual agreement between the Union and the Employer.

- ~~(a) Temporary employees hired to replace employees on leave of absence under Sections 10.01 (Personal Leave), and 10.03 (Maternity) and 10.04 (Parental/Adoption Leave) shall not attain regular status during the duration of their temporary employment.~~
- ~~(b) The period of temporary employment is not to exceed six (6) month's but may be extended by mutual agreement between the Union and the Employer.~~

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
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Entitlement:

- (ab) A temporary employee shall be entitled to a combined Statutory, Annual Vacation pay and pay in lieu of benefits at a rate of eighteen percent ~~(18%)~~ (16%) of gross earnings. The understanding is that these employees perform their duties on statutory holidays.

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 Statutory, Annual Vacation Pay, Leaves of Absence (Article 10), and pay in lieu of benefits and pension at a rate of eighteen (18%) of gross earnings.~~

5.06 Job Duties

The Employer ~~or the employee's 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 Employer establishment.

E&OE

Signed off this 19th _____ day of December _____ 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		December 15, 2025	
UP#10 V2	Article 6 – Union Representation	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 6 - UNION REPRESENTATION

6.01 Union Representation

The Employer 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.

(a) Job Stewards

- i) the Employer recognizes the Union's right to select job stewards to represent employees in matters pertaining to this Agreement.

the Union agrees to provide the Employer with a list of the employees designated as job steward(s) and to notify the Employer immediately in writing of any changes in the designation;

- ii) the job steward(s) will obtain the permission of their immediate supervisor before conducting the duties of a steward as outlined in 6.01 (b) & 6.04 below. Permission to perform duties during working hours as a job steward will be mutually agreed to with the employee's supervisor, and such permission will not be unreasonably withheld.

- iii) where the job steward(s) duties may unreasonably interfere with the proper operation of the Employer, such duties may be performed outside of normal working hours.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

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(b) Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include, but not limited to, the following activities:

- i) investigation of complaints, grievances, and/or disputes including the making of presentations to management.
- ii) the transmission of Union bulletins and/or notices by posting on the designated bulletin board. Other means of postings as are approved by the society such as email, which approval shall not be unreasonably denied.
- iii) participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- iv) participation in the administration of the Union as may be required for Union Membership meetings and Job Steward meetings.
- v) briefing time prior to grievance meetings as set out in Article 18 of this Collective Agreement.

6.02 Union Access

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 Employer as to an appropriate time and length of time for such contact before meeting the employees.~~

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of meeting with the Employer concerning business related to the Union or job stewards and any specifically affected employees pertaining to a grievance or potential grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.

It is understood and agreed that the Union representatives visiting the workplace or premises of the Employer shall not interfere in the work performed by employees, without the express permission of management and such permission will not be unreasonably denied.

6.03 No Discrimination for Union Activity

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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- (a) The Employer 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.
- (b) The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

6.04 Leave of Absence for Union Business (without loss of pay)

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 Employer's permission first before leaving the immediate work area. This permission will not be unreasonably withheld.

~~6.05 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement. * language moved to Article 6.03 (b)~~

~~6.06~~ **6.05 Time Off Work for Other Union Business (unpaid)**

Leave of absence without pay may be requested by the Union for one (1) or more employee(s) to attend to Union business. Provided the Employer'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 Employer.

6.06 Bulletin Boards

The Employer shall provide a bulletin board for the exclusive use of the Union at each workplace. Such bulletin boards shall be used by the Union to post official Union communications.

6.07 Union Insignia

A Union member shall have the right to wear a lapel pin and/or tie with the recognized insignia of the Union.

E&OE

Signed off this 19th day of December 20²⁵

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

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Union			
Number	Affected Article/MOU	Date: November 19, 2025	Time:
UP#12 V5	Article 7		

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01 Regular Work Day and Work Week For Employees At ~~Nanaimo~~ in classifications outlined in Appendix A1:

- (a) ~~(e)~~ A regular work week shall consist of thirty-five (35) hours.
- (b) ~~(a)~~ A regular work day including the lunch period shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m.
- (c) ~~(b)~~ The starting and finishing times may be adjusted by mutual agreement.
- (d) Persons arriving late due to unusual circumstances may make up the time later that day or draw from the accumulated time off bank.

**Classification in Appendix A1 should be employees in LNHS entity.*

7.02 Regular Work Day and Work Week For Employees At ~~Supportive Housing Division~~ in classifications outlined in Appendix A2:

- (a) ~~(e)~~ A regular work week shall consist of fourty (40) hours.
- (b) ~~(a)~~ A regular work day including the lunch period shall consist of eight and a half (8.5) hours and shall provide for a continuous operation based on seven days per week, 24 hours per day.
- (c) ~~(b)~~ Employees required to stay on site and be available during the lunch period, or employees who are the sole employee working on shift, the meal period will be paid for at straight time rates.

**Classifications in Appendix A2 should be employees in LNHS BCH entity.*

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For the Union

For the Employer



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7.03 Varied by Mutual Agreement

Hours of work as provided in Sections 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.

7.04 Meal Period for Employees in Appendix A1 – 35 hour work week

- (a) A one (1) hour unpaid 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 Employer and employee.
- (b) Employees required to be available or remain on site during their break will be compensated for the meal period.

NOTE: The lunch period may be shortened by mutual agreement between the Employer and the Union, from one (1) hour but to not less than one-half (1/2) hour.

Meal Period for Employees in Appendix A2 – 40 hour work week

- (a) A one-half (1/2) hour unpaid 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 Employer and employee.
- (b) Employees required to be available or remain on site during their break will be compensated for the meal period.

~~7.05 Persons arriving late due to unusual circumstances may make up the time later that day or draw from the accumulated time off bank* moved to 7.01 (d)~~

7.05 Rest Periods for Employees in Appendix A2 – 40 hour work week

- (a) Rest periods will be taken without loss of pay to the employees.
- (b) All employees will have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (c) Employees working a shift of three and one-half hours, but not more than six hours, will receive one rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or

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emergency situations if needed.

(e) Rest periods will be scheduled by management in consultation with the employees.

(f) Rest period and meal break can not be combined.

7.05 06 Late for Shift Appendix A2

Persons arriving late due to unusual circumstances may draw from the accumulated time off bank with approval from the Employer.

7.06 07 Overtime Premiums:

All time worked before or after the regularly established working ~~day~~ hours 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 time worked in excess of seven (7) hours per day or thirty-five (35) hours per week up to ten (10) hours per day or forty (40) hours per week respectively.
- (b) Two hundred percent (200%) of the employee's hourly rate of pay for all time worked at, or in excess of, ten (10) hours per day or forty (40) hours per week.
- (c) ~~Claims for overtime must be submitted within five (5) working days after earning them or it will not be included in that pay period.~~

7.07 08 Work Performed on Statutory Holidays

All time worked on a statutory holiday shall be dealt with in accordance to the provisions of the *Employment Standards Act*. ~~1995.~~

7.08 09 Meals and Rest Period on Overtime

An employee requested to work in excess of two (2) hours overtime beyond the regular work day shall be allowed a one-half (1/2) hour meal period, at the prevailing overtime rate of pay and reimbursement for the meal, to the maximum allowable under Federal government guidelines.

Where an employee is required to work four (4) hours overtime beyond an overtime meal period already taken and where this overtime follows a regular shift the first meal period

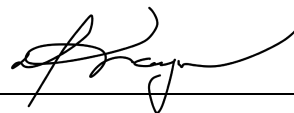
E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer







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Union, Local 378)

Lu'Ma Native Housing Society
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regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.

Where an employee misses a paid meal period to which the employee is entitled, the employee shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.

Notwithstanding the foregoing on-call employees who are called out and work four (4) hours overtime shall be entitled to a meal period and a paid meal break as noted above. On-call employees who are not called out are not entitled to this provision.

An employee is entitled to mileage from the employee's home to the work site at the mileage rate set by Federal government guidelines.

7.09-10 Callback Provisions

~~An employee who is called in during regularly scheduled days off or who is called back to work outside the regular 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.~~

- (a) An employee reporting for work at the call of the Employer, will be paid a minimum of four (4) hours' pay at their regular rate.
- (b) Once an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they are not required to work, the employee will be paid a minimum of four (4) hours' pay at their regular rate.
- (c) If an employee requests to leave early, only the hours worked will be paid.
- (d) An employee who is called in during regularly scheduled days off or who is called back to work outside the regular 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.

7.10-11 Distribution of Overtime Duties

Overtime duties shall be shared equally between all qualified members of each department.

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Signed off this _____ day of _____ 20

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7.11-12 Time Off in Lieu

- (a) 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 Employer. The length of time off with pay shall be equal to the overtime provisions.
- (b) ~~Banked overtime must be taken with six (6) months of accrual or the overtime shall be paid to the employee at the wage rate at time of earning. Overtime bank balances will be paid out in the last pay period of June and December.~~

7.12-13 Application of Overtime

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.

7.13-14 Rest Interval

An employee required to work overtime beyond their regularly scheduled shift will be entitled to eight (8) clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates will apply to all hours worked on the regular shift which fall within the eight-hour period

7.14-15 Right to Refuse Overtime

All employees will have the right to refuse to work overtime without being subject to disciplinary action for so refusing.

7.16 Dependent Care Expenses

When an employee is required to work overtime, the Employer will pay for any dependent care expenses incurred by the employee.

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Signed off this 7th day of January 2026

For the Union

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Lu'Ma Native Housing Society
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	Article 8 Paid Holidays	<i>Amend - Headings of Articles to be included 8.03 – Classifications vs. Location need to be addressed</i>	

ARTICLE 8 - PAID HOLIDAYS

8.01 Paid Holidays

The Employer agrees to provide all eligible full-time employees with the following holidays (~~including their birthday~~)-without loss of pay:

**all holiday entitlements remain unchanged, clean-up of calendar order only and inclusion of birthday in holiday list.
(note only)*

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day
Labour Day
National Day of Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Lu'ma Day
National Indigenous Peoples Day
Boxing Day
Birthday

and any other public holiday(s) proclaimed by the Federal Government or the Government of the Province of British Columbia.

When a statutory holidays falls on a Saturday, or a Sunday or an employee's regularly

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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 Employer and the employee.

Regular part-time employees will be paid six (6%) percent of gross earnings with each pay period in lieu of statutory holidays.

8.02 Paid Holidays Occurring While On Vacation

In the event any of the holidays ~~enumerated set out~~ in the ~~foregoing~~ above mentioned Article 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 Christmas Leave

(a) In addition to the holidays, other than Christmas and Boxing Days, the Employer agrees to provide all regular full-time employees, in Appendix A1, with a paid Christmas Leave beginning two (2) working days prior to Christmas day and ending one (1) working day after New Year's Day.

All regular full-time employees at ~~Supportive Housing Division~~ Appendix A2 shall receive straight time pay in lieu of time off, with the exception of statutory holidays.

(b) The Employer may canvas employees in critical departments at Nanaimo for volunteers to reschedule Christmas Leave to ensure coverage. Employees who volunteer to reschedule their Christmas Leave will be given full discretion in selecting the rescheduled dates. Rescheduling Christmas Leave will not be considered when approving other employees' vacation selection. An employee on call during Christmas closure, shall receive a standby rate of \$2 dollars per hour.

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Signed off this 19th day of December 2025

For the Union

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Union			
Number	Affected Article/MOU	Date:	Time:
UP#14 V6	Article 9 – Annual Vacation	<i>Amend Article Headings of Articles to be included 9.01 and 9.02 to be discussed</i>	

ARTICLE 9 — ANNUAL VACATIONS

9.01 Annual Vacation Eligibility

- (a) Upon completion of twelve (12) months' service, a regular employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- (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 Employer.

9.02 Annual Vacation Entitlement

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

1 — 4 years of service	three (3) weeks' vacation
5 — 9 years of service	four (4) weeks' vacation
10 or more years of service	five (5) weeks' vacation
- (b) ~~Employees shall be entitled to an additional 1 day's paid vacation for each year of service after 10 years. These additional days plus the five weeks shall not exceed thirty days or six weeks in total.~~

Years of Service	Vacation Days	Gross Percentage of Vacationable Earnings
<u>1 year's continuous service</u>	<u>15 workdays</u>	<u>6.0%</u>
<u>2 year's continuous service</u>	<u>16 workdays</u>	<u>6.4%</u>
<u>3 year's continuous service</u>	<u>17 workdays</u>	<u>6.8%</u>
<u>4 year's continuous service</u>	<u>18 workdays</u>	<u>7.2%</u>
<u>5 year's continuous service</u>	<u>20 workdays</u>	<u>8.0%</u>
<u>6 year's continuous service</u>	<u>21 workdays</u>	<u>8.4%</u>

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<u>7 year's continuous service</u>	<u>22 workdays</u>	<u>8.8%</u>
<u>8 year's continuous service</u>	<u>23 workdays</u>	<u>9.2%</u>
<u>9 year's continuous service</u>	<u>24 workdays</u>	<u>9.6%</u>
<u>10 year's continuous service</u>	<u>25 workdays</u>	<u>10.0%</u>
<u>11 year's continuous service</u>	<u>26 workdays</u>	<u>10.4%</u>
<u>12 year's continuous service</u>	<u>27 workdays</u>	<u>10.8%</u>
<u>13 year's continuous service</u>	<u>28 workdays</u>	<u>11.2%</u>
<u>14 year's continuous service</u>	<u>29 workdays</u>	<u>11.6%</u>
<u>15 year's continuous service</u>	<u>30 workdays</u>	<u>12.0%</u>
<u>16 year's continuous service</u>	<u>31 workdays</u>	<u>12.4%</u>
<u>17 year's continuous service</u>	<u>32 workdays</u>	<u>12.8%</u>
<u>18 year's continuous service</u>	<u>33 workdays</u>	<u>13.2%</u>
<u>19 year's continuous service</u>	<u>34 workdays</u>	<u>13.6%</u>
<u>20 year's continuous service</u> <u>or more</u>	<u>35 workdays</u>	<u>14.0%</u>

(b) Regular part time employees annual vacation entitlement shall be prorated 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 (the actual hours work). Vacation pay shall be as provided in Article 9.02(a).

(c) A casual employee shall be entitled to pay in lieu of vacation in the amount of six (6%) of gross earnings.

(d) A temporary employee shall be entitled to pay in lieu of vacation in the amount of six (6%) of gross earnings.

9.03 Vacation Overlap to Subsequent Year

A single vacation period, which overlaps the end of a vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

~~Payment for vacation entitlements are outlined in Article 9.02 above shall be:~~

~~(a) *Three (3) weeks' Vacation*
six percent (6%) of gross earnings or current wage rate, whichever is greater.~~

~~(b) *Four (4) weeks' Vacation*
eight percent (8%) of gross earnings or current wage rate, whichever is greater.~~

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~~(c) Five (5) weeks or more Vacation~~
~~ten percent (10%) of gross earnings or current wage rate, whichever is greater.~~

~~(d) More than Five (5) weeks Vacation~~
~~Additional days of vacation as set out in Article 9.02(b) shall provide an additional~~
~~point four (0.4%) percent on gross earnings for each such day accrued to a maximum~~
~~of twelve (12%) percent of gross earnings or current wage rate, whichever is greater~~

9.04 Vacation Pay Upon Resignation or Dismissal

Employees who resign or who are terminated must pay back vacation entitlement
which was taken but not earned. Employees dismissed for cause will be paid their unused
earned vacation allowance.

~~(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. Vacation not carried forward or taken within the year it was earned will be~~
~~paid out on the first paycycle of the following year. Employees will elect to either bank~~
~~or pay out vacation accrued during disability, maternity and parental leave. *moved~~
~~to new Article 9.05~~

9.05 ~~Senior employees shall be given preference in the selection of vacation periods. An~~
~~employee who wishes to take the employee's 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 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 (2nd) and subsequent periods in order of seniority.~~
~~* new Article 9.05~~

9.06 ~~The Employer shall make available a vacation schedule by October 1st and the employees~~
~~shall indicate their vacation selection by December 1st and have such vacation confirmed~~
~~by no later than January 15th of the following year.~~

~~The Employer will have all vacation requests falling within January 1st - January 31st of the~~
~~following year confirmed by December 15th or the requests will be deemed to be approved.~~

~~The Employer will have the vacation requests confirmed for the remainder of the year by~~
~~January 15th of each year or the requests will be deemed to be approved.~~

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For the Union

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Employees submitting vacation requests after December 1st shall submit their requests in writing and will endeavour to provide as much notice as possible. The employer endeavours to respond to such requests within five (5) working days. Approval shall be subject to minimum staffing requirements of each department, regardless of seniority, and shall not be given to employees who are scheduled for on call coverage during the requested vacation period.

9.05 Vacation

(a) Vacation Preference:

Preference in the selection and allocation of vacation time will be determined on the basis of seniority within each programme/worksite.

An employee will be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation will exercise seniority rights in the employee's first choice of a vacation period. Seniority will prevail in the second vacation period, but only after all other "first choice" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.

Regular vacations will have priority over vacation time carried over under the provisions of Article 9.05(d).

(b) Vacation Schedule:

1. The Employer shall make available a vacation schedule by October 1st for the following year vacation calendar selection.
2. Employees will submit their vacation request to the supervisor on or before November 1st.
3. The Employer will approve the vacation schedule by November 15th. Employees will have until December 1st to raise any concerns with the Employer about any vacations that may not have been scheduled by seniority.
4. Vacation requestions submitted after the above closing dates will be considered on a first come, first served basis, provided such requests do not interfere with vacations approved through the selection process above.

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Signed off this _____ day of _____ 20

For the Union

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The Employer will provide a written response within five (5) days of the request and will make every effort to approve the request provided it does not unreasonably interfere with operational requirements.

5. On August 1st, of each current vacation calendar year the Employer will notify all employees that have not scheduled or designated vacation days for carryover to the following year, 6.03(d) below. On October 1st of each current vacation calendar year employees who have not scheduled or designated vacation days for carryover will be scheduled by the Employer, in consultation with the Employee. Every effort will be made to accommodate preferred vacation requests, subject to the organization's operational requirements.
6. Vacation schedules, once approved by the Employer, will not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. Requests will not be unreasonably denied.

(c) 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. Vacation not carried forward or taken within the year it was earned will be paid out on the first paycycle of the following year. Employees will elect to either bank or pay out vacation accrued during disability, maternity and parental leave. *moved from Article 9.04 (b)

(d) A regular employee will be entitled to carry over up to five (5) days' vacation leave per year. Vacation carryover may not exceed five (5) days at any time. An employee will only be entitled to carryover vacation after minimum legal requirements of vacation time has already been taken in the year.

(e) Vacation not carried forward or taken within the year it was earned will be paid out on the first pay cycle of the following year.

9.067 Past Service Credits:

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

9.078 Vacation Pay

Upon fifteen (15) days' written notice, a regular employee shall be entitled to receive, prior to commencement of the employee's vacation, a payroll advance equivalent to the amount

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of vacation being taken for that vacation period.

9.09 Vacation Interruption

- (a) Employees who have commenced their annual vacation will not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they will be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled will not be counted against their remaining vacation time.

9.10 Vacation Credits Upon Death

Where an employee has designated a beneficiary, earned but unused vacation entitlement will be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

9.11 Approved Leave of Absence with Pay During Vacation

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. In the case of sick leave, this section will only apply when the period of illness or injury is in excess of two (2) days and a note from a qualified medical practitioner may be required. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

9.12 Vacation Payout

Where an employee requests in writing to have a specific number of vacation days paid out, and the Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation, if agreed, will be granted only after a minimum of fifteen (15) days' vacation time has already been taken in the year.

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Signed off this 7th day of January 2026

For the Union

For the Employer



(Canadian Office and Professional Employees
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#15 V4	Article 10 - Leaves of Absence	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 10 — LEAVES OF ABSENCE

10.01 Personal Leave

Upon thirty (30) days' written notice by an employee a leave of absence for personal reasons may be granted once in every five (5) year period provided that such leave of absence shall not interfere with the operation of the department. An employee may be granted a leave of absence without pay for a period of up to six (6) months. Such leave may be extended for an additional period of up to two (2) months when approved by the Employer. Upon return to work an employee shall be credited with seniority from the start of employment up to the date of departure of the employee on a leave of absence. Vacation, sick leave and family responsibility leave do not accrue. During this leave of absence all monthly benefit premiums will be prepaid by the employee in full (employee's and Employer's contributions).

10.02 Bereavement Leave

- (a) In case of death of an Immediate Family member (herein after defined) ~~member an regular~~ employee shall be granted up to five (5) days leave of absence with full pay. Such leave of absence will not be charge against sick leave, holiday entitlement or other acquired time off.
- (b) "Immediate Family" shall include a husband, wife, spouse, partner, son daughter, step child, father, mother, father in law, mother in law, brother in law, sister in law, nieces, nephews, uncles, aunts, grandparents, or spouses grandparents, grandchildren or spouses grandchildren, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) "Extended Family" shall include traditional or customary adopted family. "Traditional or Customary Adoption" shall include those community practices where an employee is adopted into the family or house of a person or family (not related by blood).

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- (d) Up to 2 additional days off (without pay) shall be granted where a funeral takes place out of province or in a remote location.

Up to 1 additional day off (without pay) shall be granted where a funeral takes place and is held at a location which is more than a five hour distance (one way) from the employees address.

- (e) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion

- (f) Such bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will be restored.

- (g) The Employer may require an employee to provide evidence "reasonable in the circumstances" that they are eligible for bereavement leave.

10.03 Maternity Leave (Pregnancy Leave)

- (a) Unless otherwise provided herein leave of absence without pay for a continuous period no less than seventeen (17) weeks will be granted to an employee for maternity leave (pregnancy leave).

- (b) ~~In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by the employee's physician and submitted to the Employer as soon as is reasonable within the second trimester.~~

No less than thirty (30) days prior to the commencement of the leave, the employee must notify their manager (or designate) of the start date for the leave, the number of weeks leave they intend to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.

- (c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin the employee's leave of absence, such leave shall not commence earlier than ~~eleven (11)~~ thirteen (13) weeks

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before the expected date of the birth. An employee may alter, ~~but only once,~~ the date of commencement of the employee's leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date the employee originally wished to commence the employee's leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy the employee shall, on the recommendations of the employee's physician, commence the employee's leave of absence immediately. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

- (d) Once the employee has commenced the employee's leave of absence the employee will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates the employee intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth the employee may, upon presenting to the Employer a medical certificate from the employee's physician apply to the Employer for an extension of the seventeen (17) weeks leave of absence to a date recommended by the physician.

Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and/or after the pregnancy leave of absence unless a parental leave of absence is also taken then the sick leave provision will apply after such leave. If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using the employee's sick leave entitlement. The granting of sick leave provisions in such cases will be medically supported with a medical certificate.

- (g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.

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- (h) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer at least two (2) weeks prior to the desired date of return or two (2) weeks prior to the expiry date of the maternity leave.
- (j) On return from maternity leave, the employee will be reinstated in the employee's former position and receive the same wage rate and benefits as the employee received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave.
- (l) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay the employee's share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while the employee is on leave.
- (m) When an employee on maternity leave fails to notify the Employer of the employee's desire to return to work, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy pursuant to the terms of the Collective Agreement.

10.04 Parental Leave (including Adoption Leave)

- (a) An employee may, upon four (4) weeks written notice, request leave without pay:

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- (i) For a birth mother who takes maternity leave, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.03;
- (ii) For a birth mother who does not take maternity leave, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks of that event.
- (iii) For a birth father, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
- (iv) 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.

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.

- (b) In the case of the birth mother, this leave must be taken immediately following the end of the maternity leave (17 weeks) under Article 10.03. The combined maternity and parental leave will not exceed seventy-eight (78) weeks unless otherwise provided for by this Collective Agreement or by the Employment Standards Act.
- (c) In the case of the birth father, this leave must be taken within the seventy-eight (78) week period immediately following the birth of the child. In order to be eligible for such leave, the employee may be required to furnish to the Company proof of the child's birth.
- (d) In the case of the Adopting Parent, this leave must be taken within the seventy-eight (78) week period after the child is placed with the parent. In order to be eligible for such leave, the employee may be required to furnish the Employer proof of adoption.
- (e) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

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- (f) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's parental leave (including adoption leave).
- (g) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay their share of the premium cost of the benefit plan then the Employer will continue to pay the employer's portion of the benefit premiums while the employee is on leave.
- (h) Employees desiring to return to regular employment following Parental Leave shall notify the Employer at least two (2) weeks prior to the expiry date of the Parental Leave.
- (i) When an employee on parental leave (including adoption leave) fails to notify the Employer of their desire to return to work, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy pursuant to the terms of the Collective Agreement.
- (j) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who requests leave under 9.07 is entitled to a maximum of five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 10.04(a).

10.05 Maternity Leave Allowance / Supplemental Unemployment Benefit (SUB) Plan

In order to receive the Maternity Leave Allowance/SUB Plan, a regular employee must have completed the employee's probationary period pursuant to Article 5.01 and must provide to the Employer proof that the employee has applied for and is eligible to receive Unemployment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Unemployment Insurance benefits is not eligible for Maternity Leave Allowance/SUB Plan top-up. An employee who qualifies for Maternity Leave (Pregnancy Leave) pursuant to Article 10.03 and the Maternity Leave Allowance/SUB Plan shall be paid a Maternity Leave allowance in accordance with the Employers Supplemental Unemployment Benefits (SUB) Plan.

10.06

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Pursuant to the Supplemental Unemployment Benefit (SUB) Plan the Maternity Leave Allowance will consist of:

- (a) ~~Two (2)~~ One (1) weeks at ninety three (93%) percent of the employee's basic pay during the waiting period;
- (b) ~~Fifteen (15)~~ Sixteen (16) weeks additional, in accordance to E.I. and E.S.A. provisions weekly with such payments equivalent to the difference between the ~~Unemployment~~ Employment Insurance gross benefits and any other earnings received by the employee and ninety three (93%) percent of the employee's basic pay.

10.07 Parental Leave (including Adoption Leave) Allowance / SUB Plan

In order to receive the Parental Leave Allowance / SUB Plan a regular employee must have completed their probationary period pursuant to Article 5.01 and must provide to the Employer, proof that the employee has applied for and is eligible to receive Unemployment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Unemployment Insurance benefits is not eligible for Parental Leave Allowance/SUB Plan top-up. An employee who qualifies for Parental Leave pursuant to Article 10.04 and the Parental Leave Allowance/SUB Plan shall be paid a Parental Leave Allowance in accordance with the Employers Supplemental Unemployment Benefits (SUB) Plan.

10.08

Pursuant to the Supplemental Unemployment benefit (SUB) Plan the Parental Leave (including Adoption Leave) allowance will consist of:

A maximum number in accordance with E.I. provisions of weekly payments, equivalent to the difference between the Unemployment Insurance gross benefits and any other earnings received by the employee and seventy-five (75%) percent of the employee's basic pay.

In the Event both parents are employees of the Employer, the employees shall select the same shared allotment as selected for the splitting of the E.I. benefit.

10.09

If the employee has opted for the extended parental leave, the aggregate amount the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard leave top-up.

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10.10 Vacation Entitlement and Vacation Pay during Parental Leave (including Adoption Leave):

Upon return to work from Parental Leave an employee shall be deemed to have been continuously employed for the purpose of calculating the employee's entitlement to vacation leave. The minimum amount of vacation pay for such vacation leave shall be calculated based on the employee's gross wages/earnings during the vacation entitlement year.

10.11 Special Leave/Family Illness:

A special leave bank of seventy (70) hours will be credited to each regular employee on January 1st each year and is not accumulative and shall not exceed a total of seventy (70) hours per calendar year. Employees who become eligible after January 1st of each year will be entitled to a prorated entitlement.

- (a) Where leave from work is required, an employee shall be entitled to special leave at the employee's regular rate of pay for the following:

Type of Leave	Allotment
Employee's Wedding	3 days (2 week notice required)
Attend Child's Wedding	1 day (2 week notice required)
Birth or Adoption of Child	1 <u>2</u> days
Serious Household\ Domestic Emergency	1 day
Moving Household Furniture and Effects	1 day (Maximum 2 times per year)
Employee's Citizenship Interview	1 day
Employee's Citizenship Ceremony	1 day
Attending Funeral of Non-family Member	1 <u>2</u> day
Employee's Child Court Appearance	1 day <u>As required</u>
Medical and Dental Appointments	As required
Domestic and Sexual Violence Leave	As required
Unspecified Personal Days	As required
Ethno Cultural or Religious	<u>Up to 4 days leave</u>

- (b) In the case of illness or hospitalization of an immediate family member (as defined in Article 10.02) of an employee, and when no one other than the employee can provide for the needs of the ill immediate family member, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of five (5) days' paid leave at any one time for this purpose.

- ~~(c) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period, four (4) days' leave may be taken from~~

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~~the special leave bank at the time of the ceremonial occasion.~~

- (c) The Employer will not unreasonably deny requests for special leave or request documentation for approval of special leave without a reasonable rational; however, if there is a reasonable rational by the Employer to deny a request for special leave or request an employee to provide evidence related to an approval of special leave, that will be done in consultation with the Union and the Employer.

10.12 Educational Leave:

- (a) Educational leave without pay granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:
- i) 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 Employer may be for varying periods up to one (1) year, which may be renewed by mutual agreement. The varying period mentioned above can include courses that are either part-time or staggered over said period.

10.13 General Leave:

Notwithstanding any provision for leave in this Agreement, the Employer 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 Employer will give written reasons for withholding approval.

10.14 Gender Reassignment Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 10.10 Special Leave, Article 11.01 Sick Leave or Article 10.12 General Leave depending on the employee's request.

The union, the employer and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the employer. The employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

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10.15 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 the employee for jury service or acting as a subpoenaed witness and the amount the employee would have earned, had the employee worked on such day(s). An employee on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable period of time. The employee shall not be required to report if less than two (2) hours of the employee's 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.

10.16 First Responder Leave:

Employees who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched.

10.17 Compassionate Care Leave:

This article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

- a) In this section, "family members" means:
 - in relations to an employee:
 - i.) The employee's spouse, child, parent, sibling, grandchild or grandparent;
 - a. Any person who lives with the employee as a member of the employee's family;
 - ii.) The employee's aunt or uncle, niece or nephew, current or former foster parents, ward or guardian;
 - iii.) The spouse of the employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- b) In relation an employee's spouse:
 - i.) spouse's child, parent or step-parent, sibling or step-sibling;
 - ii.) The spouse's grandparent, grandchild, aunt or uncle, niece or nephew;

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- iii.) The spouse's current or former foster parent, or current or former ward;
and
- iv.) Anyone else who the employee considers to be like a close relative
regardless of blood, adoption, marriage or common law partnership.
- c) An employee who requests leave under this section is entitled to 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:
 - i.) The date the certificate is issued; or
 - ii.) If the leave began before the date the certificate is issued, the date the leave
began.
- d) The employee must give the employer a copy of the certificate as soon as
practicable.
- e) An employee may begin a leave under this section no earlier than the first day
of the week in which the period under subsection (3) begins.
- f) A leave under this section ends of the last day of the week in which the earlier of
the following occurs:
 - i.) The family member passes away;
 - ii.) The expiration of 26 weeks or other prescribed period from the date the
leave began.
- g) A leave taken under this section must be taken in units of one or more weeks.
- h) If an employee takes a leave under this section and the family member to whom
subsection (3) applies does not pass away within the period referred to in that
subsection, the employee may take a further leave after obtaining a new
certificate in accordance with subsection (3) and subsection (4) to (7) apply to
the further leave.
- i) An employee who is on compassionate care leave is considered to be
continuously employed for the purposes of calculating annual vacation and
terminate entitlements, as well as for pension, medical or other plans of benefit
to the employee under the collective agreement.

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- i.) An employer will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
- ii.) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.
- iii.) When the leave ends, the employer must place the employee in their former position or a comparable one.

10.18 Domestic or Sexual Violence Leave:

The Employer agrees 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 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.

- (a) In each calendar year, the Employer shall grant each employee the following leave of paid leave, if needed, to address the personal effects of violence and abuse, without loss of seniority:

- (a) up to 5 days of paid leave,
- (b) up to 5 days of unpaid leave, and
- (c) up to 15 weeks of additional unpaid leave

~~, and for up to ten (10) days of unpaid leave at the employee's request, from their Article 10.10 Special Leave entitlements.~~

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Number	Affected Article/MOU	Date:	Time:
UP#16 V 3	Article 11 - Leaves of Absence	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 11 — SICK LEAVE, WELFARE PLANS, REGISTERED RETIREMENT SAVINGS PLAN & PENSION

11.01 Sick Leave Entitlement

- (a) Subject to Article 11.02, the Employer shall allow one and one-quarter (1 1/4) 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 ~~eighty five (85)~~ one hundred and thirty five (135) (working days ("Sick Days Bank").
- (b) Notwithstanding paragraph (a) above, where an employee demonstrates a regular habit of using all or substantially all the employee's sick leave each month, the employee may be required to supply a doctor's certificate each and every time the employee is on sick leave, the cost of which will be borne by the employer.
- (c) All regular full-time employees shall be entitled to all the benefits identified in Article 11 fully paid by the Employer.
- (d) Upon termination of employment (not including those terminated with cause) the Employer shall pay the employee up to thirty (30) days Sick Days Banked. (Provided the Sick Days are so banked.)
- (e) Notwithstanding paragraph (a) above, those employees who have now banked over ~~eighty five (85)~~ one hundred and thirty five (135) days shall retain those additional days banked but cannot replenish any days beyond the ~~eighty five (85)~~ one hundred and thirty five (135) days Sick Days Banked.

11.02 Eligibility for Benefits

All regular part-time employees who work twenty (20) hours or more per week for the prior three (3) consecutive months shall be entitled to all the benefits identified in Article 11 fully paid by the Employer. This twenty (20) hours per week shall include all sick and vacation leave taken by the employee for any scheduled work day during the week.

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11.03 Dental Plan

Dental coverage shall be provided to each full-time employee to a maximum of two thousand (\$2000) dollars per calendar year, in accordance with provisions of restrictions outlined in the Benefit Booklet. There is no deductible. Premiums are one-hundred (100%) percent Employer paid.

The Employer will reimburse one hundred (100%) percent of any orthodontic costs by employees with proof of purchase or receipt, with a lifetime limit of twenty five hundred (\$2500) dollars, per individual. This orthodontic coverage will be for the employee and each employee's dependants.

11.04 Wage Indemnity/Short Term/Long Term Disability Plan:

(a) Short Term: Employees will be entitled to one hundred (100%) percent of their pay from their sick bank until their sick bank is used up. The Employer will top up E.I. benefits to a maximum of sixty-seven (67%) percent of regular weekly wage. The employee must

(b) Long Term Disability: After ~~seventeen (17)~~ twenty six (26) weeks of continuous illness or disability, the employee must apply for Long Term Disability coverage, to be paid in accordance with the Group Benefit Plan as set out in Appendix "D" of the Collective Agreement.

(c) After two years from date of disability, Employees will be required to pay for their benefits.

11.05 Extended Health Benefit Plan

In addition to the Employee Benefit Plans listed under Appendix "D", the employer will provide employees with a Health Spending Account. The employer will fund each employee's health spending account with ~~Five Hundred (\$500)~~ One Thousand (\$1000.00) dollars per year for allowable medical expenses, including prescription eye glasses.

Any amount left over in the Health Spending Account will automatically be carried for the next 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.

Eligible prescription drugs shall be covered at a rate of one hundred (100%) percent. Premiums are to be one hundred (100%) percent Employer paid.

11.06 Group Life and Accidental Death Insurance, Critical Illness :

Death benefit shall be the equivalent of one year's annual salary at the current wage

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rate. Accidental death benefit shall be the equivalent to two (2) times the annual salary of the current wage rate.

(a) The Employer will pay 100% of the premiums for the group life and accidental death and dismemberment insurance plans.

(b) The plan will provide basic life insurance in the amount of one time of the annual salary and two times of the annual salary for accidental death insurance .

(d) Death benefit shall be the equivalent of one year's annual salary at the current wage rate. Accidental death benefit shall be the equivalent to two (2) times the annual salary of the current wage rate. Benefit ceases at age 65.

(e) Critical illness

Employer Paid CI Volume: \$100,000 per insured employee Allstate Insurance Company of Canada (AICC) underwrites group Critical Illness coverage. Coverage terminates at date of retirement or earlier Termination of Coverage with the option to port to individual coverage upon retirement. Refer to the benefit booklet for plan detail and eligibility.

11.07 The Employer shall register all employees under the Workers' Compensation Act of B.C. and pay the full premium cost for employee coverage.

11.08 RRSP / Pension:

Regular Full Time employees and Regular Part Time employees scheduled to work more than twenty (20) hours per week employed ~~at Nanaimo~~ in Appendix A1 will become and remain members of the Public Service Pension Plan.

Any employee who is permitted and has elected not to join the new Pension Plan will remain in the existing RRSP/Pension Plan. The required contribution rates to the existing RRSP/Pension Plan for such employees and the Employer will be equivalent to the contribution rates required by the Public Service Pension Plan.

Regular Full Time employees and Regular Part Time employees at Supportive Housing Division, Appendix A2 will be enrolled in a Registered Pension Plan (RPP). The employer shall equally match the employee's contribution to the RRSP up to ~~3.5%~~ five (5%) percent.

Employees may make voluntary contributions over and above the contributions outlined above, which are not matched by the employer. All contributions are held in an account registered to the individual employee. The employee identifies the Funds in

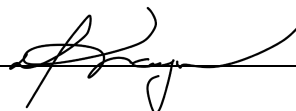
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which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.

When the employee terminates employment with the Employer, the employee is eligible to receive the employee contributed portion of their RPP, per the plan options.

11.09 Employee Benefits to Provide:

The Employee Benefits provided for by the Carrier of the Group Benefit Plan will be set out in Appendix "D" and form part of this Collective Agreement. Where changes are contemplated to the existing benefits and benefit entitlements by the Employer, the Employer will meet with representatives of the Union to discuss the proposed changes prior to the implementation. Such changes will not create benefits that are less than or inferior to the existing benefits set out in Appendix "D" unless specifically agreed to by the Parties.

11.10 E.I. Premium Reduction:

The employer agrees that five-twelfths (5/12) of the Employment Insurance Premium reduction will be paid back to the employee annually, where applicable and shall be paid in a manner agreed by the parties.

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Signed off this 19th day of December 2025

For the Union



For the Employer





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Number	Affected Article/MOU	Date:	Time:
UP#17 V2	Article 12 – Wages & Allowances	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 12 – WAGES AND ALLOWANCES

12.01 Rate of Pay

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 Appendices "A" and "B" which are attached hereto and made part of this Agreement.

12.02 New Classification Rate of Pay

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 Employer 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 No Change to Rates

It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employee's wage rate and an employee will not be given a wage rate above the maximum rate unless otherwise specifically provided for by this Agreement.

12.04 Equal Pay

Where an employee has the necessary qualifications and has proven the employee's ability to handle the work, there shall be no discrimination on the basis of gender or gender identity ~~between men and women~~ in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

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12.05 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification, ~~of the majority of the work being done.~~

12.06 Rate of Pay on Reclassification or Promotion

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. This provision shall not apply for brief relief periods of less than one (1) day except that if an employee is required to work at a higher classification on a recurring basis (i.e. each day, each week or each month), the higher rate of pay shall apply as provided in Article 12.05 foregoing.

12.07 Minimum Daily Hours

Any employee hired, who reports for work and is not put to work at the direction of the Employer, shall be guaranteed a minimum of four (4) hours' pay.

12.08 On-Call Rates

Any employee working on call shall receive compensation of one-half (1/2) hour at one hundred and fifty percent (150%) of the employee's hourly rate of pay for each interruption outside the regular working day. Such interruptions shall be properly documented.

12.09 On-call Premium

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 pay two hundred and fifty (\$250) \$150 dollars per month for employees continually on-call.

Moved Articles

12.10 Car Allowance – Regular Business Use **moved from Article 15.06*

(a) When the employee is required to use their car for Employer's business they will be compensated a maximum of thirty-two (32) kilometres each way from home and return plus the kilometres travelled doing this work at the rate per kilometre

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

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as established by the Federal Government. This includes travel to and from regularly scheduled managers' meetings.

- (b) Car insurance will be covered for the difference between business and pleasure where the employee is required to use the employee use the employee's vehicle for Employer business.
- (c) Those employees required to attend regularly scheduled managers' meetings but who do not have cars will be reimbursed for taxi fares or bus fares. Where taxis are used the employees will be expected to arrange cab pooling wherever possible.

12.11 **Attendance at Functions on Behalf of Employer** **moved from Article 15.03*

The Employer will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Employer in accordance to operating agreements. Receipts for expenses shall be provided at the request of the Employer.

12.12 **Parking** **moved from Article 15.04 and amendment*

The Employer shall make available free parking for support staff. If the Employer 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 contract requirements and then by seniority. The Employer is not required to rent parking spaces off site.

12.13 **Criminal Record Check**

The Employer will pay for the cost of any criminal records checks required as a condition of continued employment.

12.14 **Staff Development** **moved from Article 15.18*

Employees interested in any training course or program for the purpose of employee development, workshops, conferences and other training opportunities may, with the Employer's approval, be entitled to one or all of the following:

- Paid leave; and
- The Employer will reimburse the employee for part or all of the tuition/fees

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associated with enrolment of the course or program.

Employees who voluntarily sever their employment within one (1) year of receiving reimbursement for tuition and or fees in excess of five thousand dollars (\$5000.00) may be required to reimburse the Employer.

The training must be taken with the most cost-efficient method.

12.15 **Expenses** **moved from Article 15.15*

Monthly expense claims must be submitted within five (5) working days after month end. Monthly expense claims will be reconciled by the employer within ten (10) working days after submission.

E&OE

Signed off this 19th _____ day of December _____ 2025

For the Union

A handwritten signature in dark ink, appearing to read 'George Bato', written over a horizontal line.

For the Employer

A handwritten signature in dark ink, written over a horizontal line.



(Canadian Office and Professional Employees
Union, Local 378)

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Union			
Number	Affected Article/MOU	Date:	Time:
UP#19 V2	Article 14 -	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 14 – JOB POSTINGS, PROMOTION, LAY-OFF AND RECALL

14.01 Filling Job Vacancies

- a. The Employer 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. Qualified internal candidates will be considered and interviewed prior to external candidates.
- b. ~~Each regular vacancy and/or new position shall be posted on the Employer'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.~~

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and/or by electronic communications as appropriate, using whichever method(s) that is (are) most effective and efficient for allowing bargaining unit employees access to job postings. The posting will occur within seven (7) days of the vacancy or of the new position being established, for a minimum of three (3) business days, so that all members will know about the vacancy or new position.

- c. Information on postings: Such notice will contain the following information: nature of position, experience, qualifications, certifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, supporting documents to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "This position is open to all applicants", except where bona fide occupational requirements prevent it. The burden of proof of bona fide

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For the Union

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exceptions rests with the Employer. All postings will also state "This position requires union membership".

- d. The Union will be advised of the names of all applicants, and the name and seniority of the successful applicant(s). The Union will also be notified if there are no successful internal applicants, prior to the employer interviewing external candidates.
- e. 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. Employees who are absent on approved Leaves will also be provided postings of regular vacancies or new positions.
- f. ~~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.~~

Within seven days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful candidate will be sent to each candidate from within the bargaining unit. The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement. Upon written request, unsuccessful applicants from within the bargaining unit will be given, in writing, the reasons they were unsuccessful.

14.02 Promotions

~~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 Employer.~~

- a. In filling vacancies, the determining factors will be seniority, knowledge, skills, ability, and relevant qualifications. Among candidates that have the required knowledge, skills, abilities and relevant qualifications, the candidate with the most seniority shall be offered the appointment.
- b. It is understood that the Employer shall endeavour to promote internally qualified employees and will consider the most senior candidate who could meet the required knowledge, skills and abilities within a reasonable on the job

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training period.

- c. Where the knowledge, skills, ability and relevant qualifications of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external candidate, after notification to the Union in accordance with Article 14.01 (d), above.
- d. Where an employee feels that they have been aggrieved by a decision of the Employer under this article, the employee may grieve the decision at Step 3 of the grievance procedure in Article 18 (Grievances) of this agreement within fourteen (14) days of being notified of the Employer's decision. In advance of the Step 3 meeting, and for the purpose of investigating and assisting in the settlement of the grievance, the parties will exchange further particulars and documents for these purposes.

14.03 Lateral Transfers

Where an employee requests and receives a permanent lateral transfer from one position to another, such employee shall not be eligible to apply for another permanent transfer for a period of six (6) months following the effective date of transfer. This provision shall not prohibit an employee making an application for promotion. The Employer may make exceptions to this provision upon request for approval.

14.034 Trial Period

~~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 the employee's former position without loss of seniority and shall be paid the employee's former salary plus any increments to which the employee may have become entitled had the employee 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.~~

- a. When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a trial period of three (3) calendar months. In the event the

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applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months by mutual agreement with the Union. If the employee is unable to perform the duties of the new job, they will be returned to their former position and wage or salary rate without loss of seniority.

- b. If the employee wishes to return to their former position, they will be returned to their former position and wage or salary rate without loss of seniority, within a three (3) calendar month period. Extenuating circumstances will be discussed between the Employer and the Union.
- c. Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time, but in any event will not exceed six calendar months.
- d. The trial period will be extended by an amount equal to any absences of the employee that occur during their trial period and that are greater than two weeks in duration. Employee absences may result in the trial period extending beyond the six calendar months referred to above. An extension does not affect the employee's entitlement to health and welfare benefits. The Union will be notified of any extensions to an employee's trial period.

14.045 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

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- (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.

14.056 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) months 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) months pay for each year of service will be paid.

14.067 Recall List

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.

14.078 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.

14.089 First Right of Vacancy

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.

14.0910 Salary Entitlement on Recall

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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.

14.11 Severance Pay

Severance Pay will be one (1) month for each year of service. *moved from Article 15.14

14.12 Resignation

- a. Employees, will endeavour to provide the Employer with two (2) weeks' prior written notice of termination of employment (resignation). The notice shall be in writing and indicate the employee's intended last day of work.
- b. Any new employment or transfer must be applied for and approved in accordance with the Employer's hiring policies. This does not include transfers which require accommodations, due to medical requirements.
- c. There is no guarantee of re-employment following resignation. Any future employment with the Employer shall be subject to the standard hiring process and requirements in place at the time of application.

Signature:

Email: doreen@lnhs.ca

Signature:

Email: gbates@moveuptogether.ca

E&OE

Signed off this 24 day of November 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
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Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#20	Article 15	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 15 – GENERAL

15.01 The Employer agrees to keep all machinery, furniture and fixtures in a normal state of repair and working condition.

15.02 ~~No work which is properly or customarily performed by employees within the Bargaining Unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the Bargaining Unit. *move to Article 2.07~~

15.03 ~~**Jury Duty:** *Already contained in Article 10.15
An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid the employee for jury service or acting as a subpoenaed witness and the amount the employee would have earned, had the employee worked on such day(s). An employee on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. The employee shall return to work within a reasonable period of time. The employee shall not be required to report if less than two (2) hours of the employee's 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.
* exact language exists in 10.15 remove from Article 15~~

15.03 ~~**Attendance at Functions on Behalf of Employer** *moved to Article 12~~

~~The Employer will be responsible for all reasonable expenses for employees who are requested to attend functions on behalf of the Employer in accordance to operating agreements. Receipts for expenses shall be provided at the request of the Employer.~~

15.04 ~~**Parking** *moved to Article 12~~

~~The Employer shall make available free parking for support staff. If the Employer 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 Employer is not required to rent parking spaces off site.~~

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Signed off this _____ day of _____ 20

For the Union

For the Employer



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Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

~~15.05~~ 2 **Force and Effect**

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

~~15.06~~ **Car Allowance:** **moved to Article 12.10*

- ~~(a)~~ When the employee is required to use their car for Employer's business they will be compensated a maximum of thirty-two (32) kilometres each way from home and return plus the kilometres travelled doing this work at the rate per kilometre as established by the Federal Government. This includes travel to and from regularly scheduled managers' meetings.
- ~~(b)~~ Car insurance will be covered for the difference between business and pleasure where the employee is required to use the employee's car for Employer business.
- ~~(c)~~ Those employees required to attend regularly scheduled managers' meetings but who do not have cars will be reimbursed for taxi fares or bus fares. Where taxis are used the employees will be expected to arrange cab pooling wherever possible.

~~15.07~~ **Bullying, Discrimination, and Harassment** **move to new Article 23*

- ~~(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.
- ~~(d)~~ Discrimination and harassment do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- ~~(e)~~ 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.

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

~~15.08~~ **Sexual Harassment in the Workplace:** **move to new Article 23*

(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.~~

~~15.09~~ **Personal Harassment in the Workplace:** **move to new Article 23*

(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.~~

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For the Union

For the Employer



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Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

~~15.10~~ — **Anti-Bullying** *move to new Article 23

~~(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.~~

~~(c) — Bullying conduct includes, but is not limited to:~~

- ~~• Name calling;~~
- ~~• Humiliation;~~
- ~~• Spreading rumours and gossiping;~~
- ~~• Public ridicule;~~
- ~~• Scapegoating and blaming;~~
- ~~• Taunting;~~
- ~~• Ostracizing;~~
- ~~• Sexualizing;~~
- ~~• Making racial or ethnic slurs;~~
- ~~• Ignoring people;~~
- ~~• Sarcastic jokes;~~
- ~~• Invading one's personal space;~~
- ~~• Giving limited information, then blaming;~~
- ~~• Cyber bullying (bullying through email, internet, text messaging, internet websites, etc.);~~
- ~~• Removing areas of responsibilities without cause;~~
- ~~• Inappropriate or unprofessional log book entries;~~
- ~~• Constantly changing work guidelines;~~
- ~~• Establishing impossible deadlines that will set up the individual to fail;~~
- ~~• Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);~~
- ~~• Criticizing a person persistently or constantly;~~
- ~~• Belittling a person's opinions;~~
- ~~• Blocking applications for training, leave or promotion;~~
- ~~• Tampering with a person's personal belongings or work equipment.~~

~~15.11~~ — **Complaint Procedure** *move to new Article 23

~~(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~~

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For the Union

For the Employer



(Canadian Office and Professional Employees
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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) — In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harasser may be transferred with their written consent.~~
- ~~(h) — 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.~~~~
- ~~(i) — 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.~~
- ~~(j) — 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~~

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For the Union

For the Employer



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of a grievance.

- ~~(k) — 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.~~

~~15.12 — Video Display Terminals: *move to Article 22~~

~~(a) — Eye Examinations~~

~~Employees who are required to work with Video Display Terminals on a regular basis shall be entitled to the following:~~

- ~~i. — eye examination by an Ophthalmologist/Optomestrist of the employee's choice once per —
year.~~
- ~~ii) the Employer shall grant leave of absence with pay for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.~~
- ~~ii) if "special glasses" are required, the Employer will provide Bolle, Comput Irex, VDT glasses, either clip-ons or glasses, on request.~~

~~(b) Rest Breaks~~

~~Employees who operate Video Display Terminals on a continuous basis shall be entitled to two (2) ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.~~

~~(c) — Pregnancy~~

~~A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer, or the employee may elect to take an unpaid leave of absence.~~

- ~~(d) — Where in the opinion of the operator's doctor the work is in any way detrimental to the employee's health or well being, the employee may request a review of the job duties. The Employer will endeavour to assign the VDT Operator an alternate position within the same classification or to alternate duties.~~

~~(e) — Equipment and Work Environment~~

~~The Employer agrees to maintain VDT equipment and the work environment in accordance with standards established by WorkSafeBC.~~

- ~~(f) — The Employer shall ensure that new equipment has adjustable keyboards and screens.~~

~~15.13 — Disciplinary Letters: *move to Article 16.10~~

~~All disciplinary letters in an employee's file will be expunged after eighteen (18) months without further incident. Any employee will be given the opportunity on seven (7) days written notice to the Employer to review their personnel file. *move to Article 16.10~~

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~~15.14~~ ~~Severance pay~~ will be one (1) month for each year of service. **move to Article 14*

~~15.15~~ ~~Expenses:~~ **moved to Article 12.*

~~Monthly expense claims must be submitted within five (5) working days after month end.~~
~~Monthly expense claims will be reconciled by the employer within ten (10) working days after submission.~~

~~15.16~~ 03 Tool List:

Employees who are required to use tools will have their own hand tools, but Lu'ma will supply power tools and consumable: drill bits, saw blades, etc.

~~15.17~~ 04 Feminine Hygiene Products

The employer shall provide feminine hygiene products in all staff bathrooms.

~~15.18~~ ~~Staff Development~~ **moved to Article 12*

~~Employees interested in any training course or program for the purpose of employee development, workshops, conferences and other training opportunities may, with the Employer's approval, be entitled to one or all of the following:~~

- ~~• Paid leave; and~~
- ~~• The Employer will reimburse the employee for part or all of the tuition/fees associated with enrolment of the course or program.~~

~~Employees who voluntarily sever their employment within one (1) year of receiving reimbursement for tuition and or fees in excess of five thousand dollars (\$5000.00) may be required to reimburse the Employer.~~

Signature:

Email: doreen@lnhs.ca

Signature:

Email: gbates@moveuptogether.ca

E&OE

Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#21	Article 16 - Discharge and Termination	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 16 – DISCHARGE AND TERMINATION DISCIPLINE, SUSPENSION AND DISMISSAL

16.01 Purpose

It is hereby agreed that the Employer has the right to ~~discharge~~ discipline for just cause, and notice or pay in lieu of notice may be forfeited in the event of ~~such~~ discharge, at the Employer's option. At the time of discharge, the Employer 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 Employer.

16.02 ~~If upon joint investigation by the Union and the Employer, 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 Employer, reinstated to the employee's former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.~~ *moved to 16.09

16.02 Payment on Termination

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

16.03 Procedure

In the event that the Employer initiates disciplinary action against an employee, that may result in their suspension or discharge, the procedure outlined herein will be followed.

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For the Union

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Union, Local 378)

Lu'Ma Native Housing Society
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16.04 Burden of Proof

In all cases of discipline, the burden of proof of just cause will rest with the Employer.

16.05 Discipline and Suspension

The Employer may discipline or suspend any employee for just cause. Notice of discipline or suspension will be in writing and will set forth the reasons for discipline or suspension and an employee will have the right to have a steward present. A copy of the written notice of suspension or discipline will be forwarded to the Union or the designated staff representative within five (5) working days.

16.06 Right to Have Union Representation

- (a) An employee will have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a steward.
- (b) A steward will have the right to consult with a staff representative of the Union present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward.
- (c) An employee has the right to select the steward they wish to represent them providing that this does not result in an undue delay.

16.07 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned duties or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within a timely manner and will notify the union representative of the status of the investigation, if the investigation is not completed within three (3) weeks from the first day of the leave of absence.

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For the Union

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Union, Local 378)

Lu'Ma Native Housing Society
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- (c) The Employer will notify the Union Representative when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.

16.08 Access to Personnel File

An employee, the Union or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five working days' notice prior to giving access to such information. Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

16.09 Reinstatement

If upon joint investigation by the Union and the Employer, 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 Employer, reinstated to the employee's former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

16.10 Disciplinary Letters

All disciplinary letters in an employee's file will be expunged after eighteen (18) months without further incident. Any employee will be given the opportunity on seven (7) days written notice to the Employer to review their personnel file. **moved from Article 15.13*

E&OE

Signed off this 24 day of November 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#22	Article 17	<i>Amend Article</i> <i>Headings of Articles to be included</i>	

ARTICLE 17 — TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 ~~Definition, Notice, Disclosure and Consultation:~~

“Technological change” means:

- (a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article

17.02 Advanced Notice

Wherever possible, the Employer 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.

17.03 Disclosure and Consultation

After the required notice has been given, the Employer 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.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

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17.04 Training

Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for re-training to equip the employee for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employee.

17.05 Employment Protection

In cases where the re-training of an employee is not practical, or where another position with the Employer is not available, the employee shall be entitled to exercise their bumping rights, pursuant to Article 14.04 or shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article shall receive all the benefits the employee had accrued during employment at the end of the recall period or at such earlier time as the employee may elect to terminate.

17.06 Recall

Where recall is applied under Article 14 above, a specified extension of the recall period may be mutually agreed upon by the employee and the Employer, subject to written approval by the Union.

17.07 New Employees

The Employer shall not hire any additional employees as a result of the proposed technological change, until the employees affected are provided with necessary training in order to retain employment.

E&OE
Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#23	Article 18 – Grievances	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 18 – GRIEVANCES

18.01 Grievance Defined

Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee or employees bound by the Collective Agreement or between the Employer and the Union.

18.02 ~~Grievances or complaints shall be settled in the following manner:~~

~~(a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.~~

~~(b) If the Employer or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.~~

~~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 Job Steward or Union Representative shall submit the grievance, in writing, to a Representative designated by the Employer or the Office Manager, 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 forth in Articles 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.~~

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
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18.03 ~~The time limits set out in this Article are directory and may be extended by written mutual agreement between the parties~~

18.02 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including all memoranda, letters and appendices attached to the collective agreement including the question of arbitrability; or
- (b) the termination, suspension or discipline of any employee in the bargaining unit;

will be resolved in accordance with the following procedures.

18.03 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated employer representative. The aggrieved employee will have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they will not act as a steward in respect of their own grievance, but will submit the grievance through another steward or union representative.

18.04 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 18.05 (Step 2), must do so no later than thirty (30) calendar days after the date, of which they became aware of the circumstances or action giving rise to the grievance.

18.05 Step 2

Subject to the time limits in Article 18.04 the union may present a grievance at this level by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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(2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and

(3) transmitting this grievance to the designated employer representative through the union steward.

The designated employer representative will provide the union with a receipt stating the date on which the grievance was received.

18.06 Time Limit to Reply to Step 2

- (a) Within ten (10) working days of receiving the grievance at Step 2, the Employer's designated representative, the employee and the steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.
- (b) The Employer's designated representative at Step 2 will reply in writing to the Union within fourteen (14) calendar days of receiving the grievance at Step 2.

18.07 Step 3

The Union Representative, may present a grievance at Step 3:

- (a) within 14 calendar days after the reply has been conveyed to them by the Employer's designated representative to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.
- (c) At this step of the grievance procedure, each party shall provide to the other copies of their supporting documents.

18.08 Time Limit to Reply to Step 3

The representative designated by the Employer to handle grievances at Step 3 will reply in writing to the grievance within thirty (30) calendar days of receipt of the grievance at Step 3.

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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18.09 Time Limit to Submit to Arbitration

(a) Failing satisfactory settlement at Step 3, and pursuant to Article 19 (Arbitration), the Union Representative may inform the Employer of their intention to submit the dispute to arbitration within:

(1) 30 days after the Employer's reply at Step 3 has been received; or

(2) 30 days after the Employer's reply was due.

18.10 Failure to Act

If the Union, does not present a grievance to the next higher level within the prescribed time limits, or six months passes from the time the Union, or designate informed the Employer of their intention to submit a dispute to arbitration, the Employer may enquire, in writing, by priority courier or electronically, as to the status of the grievance by referencing this provision. If, within 30 days of receipt of such letter, the Union has not advanced the grievance to the next step or submitted the grievance to arbitration, the grievance may be deemed to be abandoned unless the parties mutually agree otherwise. However, the Union will not be deemed to have prejudiced its position on any future grievance.

18.11 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but must be in writing.

18.12 Dismissal or Suspension Grievance

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3 within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
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Lu'Ma Native Housing Society
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18.13 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

18.14 Policy Grievance

Should either the Union or the Employer consider that an action, or proposed action, is or will become a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether the matter is arbitrable, then such will be considered a policy grievance and be filed at Step 3 of the grievance process. Failing settlement, the matter may be referred by either party at its option to arbitration as set out in Article 19.

18.15 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance will be defeated merely because of a technical error. To this end, an arbitration board will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

18.16 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance

~~18.04~~ 18.17 No Limitation on Personal Matters

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

Signature:

Email: doreen@lnhs.ca

Signature:

Email: gbates@moveuptogether.ca

E&OE

Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#24	Article 19 - Arbitration	<i>Amend Article Headings of Articles to be included</i>	

ARTICLE 19 – ~~SINGLE ARBITRATOR~~ ARBITRATION

The Parties to this Agreement mutually agree, they may use the services of a single arbitrator as a means of settling grievances and disputes.

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 this within ten (10) days of such notice or in the event one (1) of the Parties declines the procedure, notice of Arbitration may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make the employee's 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 the employee's 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.
4. Each Party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

19.01 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 18 (Grievances), notify the other party within thirty (30) days of the receipt of the reply at step 3, that the grievance is to be submitted to arbitration. Such notice will be copied to the employer.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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19.02 Appointment of the Arbitrator

- a) Where a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected from the agreed upon list outlined in Appendix F (List of Arbitrators). Where the parties mutually agree, an arbitrator who is not listed in Appendix X (List of Arbitrators) may be appointed.
- b) If the parties are unable to agree on an arbitrator, they will seek the assistance of the Collective Agreement Arbitration Bureau to facilitate an appointment under Sections 83 and 86 of the Labour Relations Code.

19.03 Arbitration Procedure

The Arbitrator may determine their own procedure in accordance with the Labour Relations Code and will give full opportunity to all parties to present evidence and make representations. They will hear and determine the difference or allegation and will make every effort to render a decision within thirty (30) days of their first meeting.

19.04 Decision of Arbitrator

The decision of the Arbitrator will be final, binding and enforceable on the parties. The Arbitrator will have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator will not have the power to change this agreement or to alter, modify or amend any of its provisions.

19.05 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator will make every effort to provide written clarification within seven (7) days of receipt of the application.

19.06 Expenses of Arbitrator

Each party will pay one-half of the fees and expenses of the Arbitrator.

19.07 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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19.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

19.09 Expedited Arbitration

- a) The parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- b) All grievances will be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a party intends to raise a preliminary objection;
 - (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (b) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.
- (c) The Arbitrator will hear the grievances and will render a decision within two (2) working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards will be of no precedential value.
- (e) All settlements of expedited arbitration cases prior to hearing will be without prejudice.

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For the Union

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(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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- (f) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 19.02 (Appointment of the Arbitrator).
- (g) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

Signature:

Email: doreen@lnhs.ca

Signature:

Email: gbates@moveuptogether.ca

E&OE

Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: December 16, 2025	Time:
UP#25	Article 21 - Duration	<i>Union reserves the right to propose term of the agreement</i>	

ARTICLE 21 – DURATION

21.01 Duration – 3 years

~~This Agreement will be in full force and to reflect a three year agreement **January 1, 2021 to December 31, 2024** **January 1, 2025 to December 31, 2027**, 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 **31st day of December**, or sixty (60) days prior to the **31st day of December** in any year subsequent thereto.~~

This Agreement shall be binding and remain in full force for the period from and including January 1, 2025 to and including December 31, 2027.

21.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining.

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other Party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The Parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

21.03 Agreement to Continue in Force

a) Both Parties shall comply fully with the terms of this Agreement during the period of 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 effect a legal strike or a legal lockout, as

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Signed off this _____ day of _____ 20

For the Union

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the case may be. After the expiry date of this Agreement, and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.

21.024 Exclusion of Operation: Article 50 (2) and 50(3) of the L.R.C.

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 or any subsequent equivalent legislative provisions.

21.05 Incorporated Documents

All appendices to this Agreement, all benefit plans referred to herein, and all Letters or Memoranda of Agreement or Understanding and/or any similar instruments signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein writing and shall so apply.

32.06 Notification of Employer Policies and Procedures

The Employer agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Employer will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 18 of this Agreement.

E&OE
Signed off this 19th day of December 20 25

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#27	NEW Appendix G	<i>New - regarding new language in Article 23</i>	

INFORMATION APPENDIX G
Unsafe Work

The following has been appended to the Collective Agreement for information purposes only. Sections 3.12 and 3.13 of the Occupational Health and Safety Regulation, Workers Compensation Act as follows:

3.12 Procedure for Refusal

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or Employer.

(3) A supervisor or Employer receiving a report made under Subsection (2) must immediately investigate the matter and

(i) ensure that any unsafe condition is remedied without delay, or

(ii) if in their opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of

(i) a worker member of the joint committee,

(ii) a worker who is selected by a trade union representing the worker, or

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(iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) If the investigation under Subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

3.13 No Prohibited Action

(1) A worker must not be subject to prohibited action as defined in Section 47 of the Workers Compensation Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.

(2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against prohibited action is established in the Workers Compensation Act Part 2, Division 6, Sections 47 through 50.

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Signed off this 19th day of December 20 25

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For the Employer



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Union			
Number	Affected Article/MOU	Date:	Time:
UP#28	Article 23 - NEW Appendix B	<i>New Article – Respectful Workplace Incorporation of language formerly in Article 15 with amendments</i>	

ARTICLE 23 – RESPECTFUL WORKPLACE

Preamble

The Employer and the Union recognize the right of all employees to work in an environment which shows respect for an employees' health, safety, and physical well-being. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of an employee or deteriorate the work environment. Accordingly, the harassment of any employee is prohibited.

Good faith actions of management relating to the management and direction of employees, such as assigning work, providing feedback to employees on work performance and taking reasonable disciplinary action, does not constitute harassment.

23.01 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 bullying, 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) **Definitions**

i. **Bullying**

any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that person to be humiliated or intimidated. Bullying excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

E&OE
Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

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.

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.

Bullying conduct includes, but is not limited to:

- Name calling
- Humiliation
- Spreading rumours and gossiping
- Public ridicule
- Scapegoating and blaming
- Taunting
- Ostracizing
- Sexualizing
- Making racial or ethnic slurs
- Ignoring people
- Sarcastic jokes
- Invading one's personal space
- Giving limited information, then blaming
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.)
- Removing areas of responsibilities without cause
- Inappropriate or unprofessional log book entries
- Constantly changing work guidelines
- Establishing impossible deadlines that will set up the individual to fail
- Assigning unreasonable duties or workload which are unfavorable to one person (in a way that creates unnecessary pressure)
- Criticizing a person persistently or constantly
- Belittling a person's opinions
- Blocking applications for training, leave or promotion
- Tampering with a person's personal belongings or work equipment.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



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Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

ii. 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.

iii. 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. 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.

iv. Personal and Psychological Harassment

is objectionable conduct or comments that are either repeated or persistent, or a single serious incident directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. Personal harassment includes, but is not limited to the following:

- 1) derogatory, demeaning or disrespectful comments, jokes or slurs made about a person or a group of people;
- 2) physical threats or intimidation;
- 3) the display or distribution of derogatory, demeaning or disrespectful posters, pictures, cartoons or drawings, whether in print form or via e-mail or other electronic means;
- 4) yelling, swearing, using offensive language, uttering threats, coercion or bullying;
- 5) derogatory, disrespectful or malicious gestures or actions that serve to humiliate or demean a person or create an atmosphere of fear of intimidation;
- 6) comments ridiculing an individual because of characteristics, dress, etc. that are related to a ground of discrimination;

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- 7) is discriminatory behaviour that causes substantial distress and is based on race, ethnic origin, colour, creed, ancestry, Indigenous status, national origin, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, or because person has been convicted or a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, association or relationship with a person identified by one of the above grounds, perception that one of the above grounds applies;
- 8) the fact that a person does not explicitly object to harassing behaviour or appears to be going along with it does not mean that the behaviour is not harassing and does not mean that it has been assented to.

v. **Sexual Harassment**

includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted or uninvited; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a person's body; sexual solicitation or advances or sexual assault. Sexual harassment includes, but is not limited to:

- 1) uninvited or unwelcomed touching or close physical contact;
- 2) sexual advances;
- 3) comments made about a person's gender identity, gender expression or sexual orientation (eg; including intentionally using incorrect pronouns to refer to an individual);
- 4) displaying of sexually offensive or derogatory pictures, cartoons, or other material (including materials on computers, i.e. email);
- 5) unwelcome questions or sharing of information regarding a person's sexuality, sexual activity, or sexual orientation;
- 6) leering or inappropriate sustained staring;
- 7) sexually suggestive jokes, cartoons or posters;
- 8) requests for sexual favours;

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Lu'Ma Native Housing Society
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- 9) unwanted questions or comments of a sexual nature;
- 10) offensive jokes or comments of a sexual nature about an employee or client;
- 11) propositions of physical intimacy;
- 12) gender-related verbal abuse, threats or taunting;
- 13) paternalism based on gender which a person feels undermines.

vi. Poisoned Work Environment

a poisoned work environment means a comment or conduct that constitutes harassment or discrimination and that creates a negative psychological and emotional environment at work. The comments or conduct need not be directed at a specific individual, and may be from any individual, regardless of position or status. A single comment or action, if sufficiently serious, may create a poisoned work environment.

23.02 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 Article 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.

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For the Union

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(Canadian Office and Professional Employees
Union, Local 378)

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- (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) In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent.
- (h) 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.
- (i) 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 18.
- (j) This Article 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.
- (k) 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.

E&OE

Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#29 V2	Article 24 - NEW Employer/Union Relations	NEW	

ARTICLE 24 - EMPLOYER/UNION RELATIONS

24.01 Representation

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union will supply the Employer with the names of its officers and similarly, the Employer will supply the Union with a list of its supervisory or other personnel who will act as employer representatives in all labour relations matters.

24.02 Union Representatives

The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business. Representatives of the Union will notify the designated Employer's representative in advance of their intention and their purpose for entering and will not interfere with the operation of the department or section concerned. Where possible, the Employer will make available temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances to union representatives or stewards.

24.03 Labour Management Committee

- a. A Labour Management Committee will be established and composed of up to four (4) union representatives and designated employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad-hoc" committees as it deems necessary and will set guidelines and operating procedures for such committees.
- b. The Committee will meet at least once per month or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union shall be compensated with straight-time pay.

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For the Union

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- Compensation at straight-time pay for work outside the Committee members' regular working hours is limited to a combined total of twenty-four (24) hours per year.
- c. An Employer representative and a Union representative will alternate in presiding over meetings. Minutes of each meeting of the Committee will be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes will be distributed to the Union and the Employer within three (3) working days.
 - d. The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee will not supersede the activities of any other Committee of the Union or of the Employer and will not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
 - e. The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:
 - i. reviewing matters, other than grievances, relating to the maintenance of good relations between the parties; and
 - ii. correcting conditions causing grievances and misunderstanding.

E&OE

Signed off this 19th day of December 2025

For the Union

A handwritten signature in black ink, appearing to read 'George Bato', written over a horizontal line.

For the Employer

A handwritten signature in black ink, written over a horizontal line.



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#30	Appendix A1/A2	GWT	

Appendix A1

Lu'ma Native Housing Society

<u>CATEGORY</u>	<u>01-Apr-24</u>	<u>01-Jan-25</u>	<u>01-Jan-26</u>	<u>01-Jan-27</u>
	-	3.0%	3.0%	3.0%
<u>Category 10</u>	\$124143.77	\$127,868.08	\$131,704.13	\$135,655.25
<u>Director of Asset Management</u> <u>Executive Director</u>				
<u>Category 9</u>	\$112320.55	\$115,690.17	\$119,160.87	\$122,735.70
<u>Director of Technology</u> <u>Director of Research Data and Coordinated Systems</u> <u>Senior Project Manager</u> <u>Youth Mentorship Director</u> <u>Health and Wellness Director</u>				
<u>Category 8</u>	\$100497.31	\$103,512.23	\$106,617.6	\$109,816.12
<u>Accountant</u> <u>Maintenance Coordinator</u> People and Culture Director Director of Finance Director of Technology Program Director Executive Director				
<u>Category 7</u>	\$89,130.68	\$91,840.60	\$94,558.74	\$97,395.50
<u>Data Systems Community Liaison</u> <u>Project Coordinator(ISC/CVM)</u> <u>Senior Project Officer</u>				

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

<u>CATEGORY</u>	<u>01-Apr-24</u>	<u>01-Jan-25</u>	<u>01-Jan-26</u>	<u>01-Jan-27</u>
	-	3.0%	3.0%	3.0%
Tenant Relations Supervisor Maintenance Coordinator Director of Housing Operations				
<u>Category 6</u> <u>Coordinated Access Project Assistant</u> <u>Data Analyst</u> <u>HR Assistant</u> <u>Payroll Administrator</u> <u>Project Officer</u> <u>Property Manager (Colwood)</u> <u>Senior AP Specialist</u> <u>Community Advisory Board Coordinator</u> Accountant Data Systems Community Liaison Senior Project Manager	\$82,227.35	\$84,692.17	\$87,235.00	\$89,852.05
<u>Category 5 A</u> <u>Cultural Coordinator (CCT)</u>	\$78,686.40	\$81,046.99	\$83,478.40	\$85,982.75
<u>Category 5</u> <u>Field Representative</u> <u>Housing Operations Administrator</u> <u>Maintenance Administrator</u> <u>System Administrator (Part time)</u> Project Officer CVM Project Coordinator	\$73,894.37	\$76,111.20	\$78,394.54	\$80,746.37

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
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Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

<u>CATEGORY</u>	<u>01-Apr-24</u>	<u>01-Jan-25</u>	<u>01-Jan-26</u>	<u>01-Jan-27</u>
	-	3.0%	3.0%	3.0%
<u>Category 4</u> Supportive Housing Program Manager Housing Operations Administrator Field Representative <u>AR/AP Generalist</u>	\$68,640.00	\$70,699.20	\$72,820.18	\$75,004.78
<u>Category 3</u> AP Specialist AR Specialist Building Manager Homelessness Prevention Outreach Worker Janitorial Coordinator Lodge Coordinator Maintenance Clerk Maintenance Worker Security Guard	\$65,634.30	\$67,603.33	\$69,631.43	\$71,720.37
<u>Category 2</u> Executive Assistant Receptionist\Secretary Clerical Assistant	\$62,576.51	\$64,453.81	\$66,387.42	\$68,379.04
<u>Category 1</u> Administrator Administrative Assistant Weekend Relief Caretaker	\$30.61	\$31.53	\$32.47	\$33.45

Casuals & temps receive 16% in lieu, per CBA

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Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
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Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

APPENDIX "A1" Title Changes

<u>Current Category</u>		<u>New Category</u>
<u>Health and Wellness Director</u>	=	<u>Obsolete/Excluded</u>
<u>People and Culture Director</u>	=	<u>Obsolete/Excluded</u>
<u>Director of Finance</u>	=	<u>Obsolete/Excluded</u>
<u>Program Director</u>	=	<u>Executive Director</u>
<u>Director of Housing Operations</u>	=	<u>Obsolete/Excluded</u>
<u>Senior Project Manager</u>	=	<u>Senior Project Officer</u>
<u>CVM Project Coordinator</u>	=	<u>Project Coordinator ISC/CVM</u>
<u>Supportive Housing Program Manager</u>	=	<u>Appendix A2</u>
<u>Maintenance Clerk</u>	=	<u>Maintenance Administrator</u>
<u>Maintenance Worker</u>	=	<u>Building Manager</u>

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

Appendix A2

Lu'Ma Native BCH Housing Society

CATEGORY	01-Apr-24	01-Jan-25	01-Jan-26	01-Jan-27
		3.0%	3.0%	3.0%
<u>Category 11</u>				
<u>Team Lead (CCT)</u>	\$108,162.60	<u>\$111,407.48</u>	<u>\$114,749.70</u>	<u>\$118,192.19</u>
<u>Category 10</u>				
<u>Registered Social Worker (CCT)</u>	\$87,997	<u>\$90,636.91</u>	<u>\$93,356.02</u>	<u>\$96,156.70</u>
<u>Category 9</u>				
<u>Supportive Housing Program Manager (>60 units)</u>	\$79,913.00	<u>\$82,310.39</u>	<u>\$84,779.70</u>	<u>\$87,323.09</u>
<u>Category 8</u>				
<u>Supportive Housing Program Manager (<60 units)</u>	\$73,923.20	<u>\$76,140.90</u>	<u>\$78,425.12</u>	<u>\$80,777.88</u>
<u>Category 7</u>				
<u>Assistant Program Manager</u>	\$68,640.00	<u>\$70,699.20</u>	<u>\$72,820.18</u>	<u>\$75,004.78</u>
<u>Category 6</u>				
<u>Cultural Worker (Western)</u>	\$66,739.40	<u>\$68,741.58</u>	<u>\$70,803.83</u>	<u>\$72,927.94</u>
<u>Cultural Outreach Worker (CCT)</u>				

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society PROPOSALS 2025 Union Proposals (UP Item)

CATEGORY	01-Apr-24	01-Jan-25	01-Jan-26	01-Jan-27
		3.0%	3.0%	3.0%
<u>Category 5</u>				
<u>Health Care Assistant (CCT)</u>	\$64,209.60	\$67,018 Rate adjustment	\$69,028.54	\$71,099.40
<u>Category 4</u>				
<u>Peer Outreach Worker (CCT)</u>	\$64,937.60	\$66,885.73	\$68,892.30	\$70,959.07
<u>Category 3</u>				
<u>Encampment Outreach (CCT)</u>	\$62,116.60	\$63,980.10	\$65,899.50	\$67,876.49
<u>Category 2</u>				
<u>Administrative Assistant (CCT)</u>	\$59,514.00	\$61,299.42	\$63,138.40	\$65,032.55
<u>Category 1</u>				
<u>Building Service Worker</u>				
<u>Homemaker</u>				
<u>Kitchen Coordinator*</u>				
<u>Senior Tenant Support Worker*</u>	\$28.61	\$29.47	\$31.56 Rate adjustment	\$32.51
<u>Tenant Support Worker</u>				
<u>Lodge Housekeeper</u>				
<u>Senior Building Service Worker*</u>				
* receives \$2/hr more				

E&OE

Signed off this _____ day of _____ 20

For the Union

George Pato

For the Employer

[Signature]



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Casuals & temps receive 16% in lieu, per CBA

Overnight premium for regular full/part time: \$1.00 per hour

Afternoon premium for regular full/part time: \$0.50 per hour

*Me too on any CSA bargained increases above negotiated wage rates in
Appendix A1 and A2.*

Retro includes Heatherlands.

E&OE

Signed off this 19th day of December 2025

For the Union

A handwritten signature in black ink, appearing to read 'George Pato', written over a horizontal line.

For the Employer

A handwritten signature in black ink, written over a horizontal line.



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#31	Appendix B	<i>Renew and amend date</i>	

APPENDIX "B" – Job Descriptions

Job Descriptions:

The Parties will set up a committee with a view to reviewing the job descriptions set out in Appendix A for the purpose of defining the duties to properly reflect the present day operation of the Society. This committee will bring their study back to the Parties with their recommendations ~~within a three month period~~ and not later than June 1, 2026 ~~May 1, 2020~~.

Further, once the job descriptions are in place the Parties will do a performance review to ensure that the duties required are properly compensated in line with the Levels required.

E&OE
Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#32	Appendix C	<i>Renew</i>	

APPENDIX "C" - Employee Assistance Program (EAP)

E&OE
Signed off this 19th day of December 2025

For the Union

A handwritten signature in black ink that reads 'George Pato'.

For the Employer

A handwritten signature in black ink, appearing to be 'A. K. Singh'.



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#33	Appendix D	<i>Renew with amendments</i>	

APPENDIX "D" - Employee Benefit Plans (with amendments)

E&OE
Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 19, 2025	Time:
UP#34 V3	LOU 1, 2, 3, 4, 5, and 6	<i>Resign the following LOU's</i>	

Renew the following LOU's to remain unchanged and included:

2. Senior Project Officer
3. Aboriginal Homeless Project
4. Funding Provision
5. Aboriginal Patient Lodge
6. Working From Home: (Telework Plan Project)
7. Complex Care Team Classifications

Remove the following LOU's:

- ~~1. Grand-Fathered Vacation~~

E&OE

Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#35 V2	NEW LOU 9 – Death Notification	NEW – LOU – DEATH NOTIFICATIONS	

Letter of Understanding IX – Death Notifications

Whereas Lu'ma Native Housing Society provides care and support to a vulnerable population disproportionately impacted by the toxic drug supply and are impacted by the social determinants of health;

Managers will be attentive to the fact that it is a traumatic event when employees have been exposed to death in the workplace. The following is the protocol managers and staff will follow in the event of a death at a project or program site:

1. Contact the employees on shift at the project or program. Particular attention should be paid to providing support to the employee who discovered the deceased person.

2. The employee who discovered the deceased person will be spoken with to determine what level of support is required, including but not limited to, if they are safe to return to their place of residence, if they need immediate psychological support, or if there are other supports the Employer can provide. The employee will be given the opportunity to leave the site. If an employee has been released from the worksite due to their response to the incident, they will receive Leave With Pay for the remainder of the shift. Managers will code the shift as "Occurrence of Death Protocol is in effect" on the timesheets. If the affected employee is on the night shift and unable to take transit home, they will be provided with an Employer paid mode of transportation. Other employees who identify as being impacted by the death will be provided with support and offered critical incident stress defusing.

3. If the employee who made the discovery is unable to continue their shift, the manager will find coverage where possible. The manager will remain on site for the remainder of the shift and provide the employees of the following shift with a debriefing on the death of the resident.

4. Critical incident stress defusing (immediate support) and/or debriefing (scheduled follow up) shall be made available and known to employees who have suffered a serious work-related traumatic incident. Appropriate resources will be made available as soon as possible following the incident. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend.

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

5. The manager will notify Human Resources of the incident and file an Unusual Occurrence Report to the designated OH&S sub-committee and will file a WSBC Critical Incidence Response.
6. Should the staff member who discovered the deceased person feel they need an additional day off work, the manager will approve the additional day and code their timesheet as Special Leave, noting the "Occurrence of Death Protocol is in effect".

E&OE
Signed off this 19th day of December 2025

For the Union

A handwritten signature in black ink that reads 'George Bato'.

For the Employer

A handwritten signature in black ink, appearing to be 'A. Ray'.



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		November 24, 2025	
UP#36 V2	LOU 10 - NEW Alternate Shift	NEW	

Alternative Shift Scheduling:

The Parties will have Alternative Shift Scheduling as a standing agenda item in Labour Management Meetings, with a purpose of reviewing hours of work and potential for alternative work scheduling options, such a compressed work week.

E&OE

Signed off this 19th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

**Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: December 16, 2025	Time:
UP#38	LOU 12 - NEW CCT Intergration into Supportive Housing Division	NEW – LOU #12 CCT	

Letter of Understanding # 12 - RE: CCT INTERGRATION INTO SUPPORTIVE HOUSING DIVISION

Between
Lu'ma Native BCH Housing Society
("the Employer")
And

Canadian Office and Professional Employees Union, Local 378 (COPE 378)
("the Union")

Re: CC INTEGRATION INTO SUPPORTIVE HOUSING DIVISION

WHEREAS the Parties are currently engaged in collective bargaining to renew the current collective agreement:

AND WHEREAS during collective bargaining, the Union sought representation rights for the Complex Care Team ('CC Team').

AND WHEREAS the Parties reached mutual agreement on their inclusion into the bargaining unit and the application of the Collective Agreement in **LOU # 7 Complex Care Classifications;**

AND WHEREAS concerns were brought forward by the Employer in collective bargaining as for unilateral alignment of rights and entitlements of the CC Team to comply with funder requirements in the Support Housing funding stream.

AND WHEREAS the Union seeks to ensure that the inclusion of these employees in the bargaining unit does not result in a unilateral change to their existing terms and conditions of their of employment.

E&OE

Signed off this _____ day of _____ 20

For the Union



For the Employer





(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
PROPOSALS 2025
Union Proposals (UP Item)

FINALLY the Parties acknowledge that all newly hired employees to CC Team classifications must be hired in compliance with the funder requirements in the Support Housing funding stream;

NOW THEREFORE BE IT RESOLVED :

The Parties agree to the following terms and conditions of settlement:

1. The current CC Team employees, where there are differences in hours of work, are comprised of the following members :

<u>First Name</u>	<u>Last Name</u>	<u>Job Title Description</u>
<u>Chancelle</u>	<u>Mukonkole</u>	<u>Administrative Assistant and Policy Writer</u>
<u>Angela</u>	<u>Noel</u>	<u>Complex Care Housing Team Lead</u>
<u>Eunice</u>	<u>Venge</u>	<u>Outreach Worker</u>
<u>Kimberly</u>	<u>Isbister</u>	<u>Peer Outreach Worker</u>
<u>Maleeya</u>	<u>Duff</u>	<u>Peer Outreach Worker</u>
<u>Helena</u>	<u>Kim</u>	<u>Social Navigator</u>
<u>Michael</u>	<u>Scott</u>	<u>Social Navigator</u>

2. Notwithstanding any other provision of the Collective Agreement, the CC Team members listed above will continue to work their current assigned hours as set out in their individual employment contracts, at the time of hire;
3. Any of the above employees may opt-in to align their assigned hours with Article 7.02 at any time by written election to the Employer, who will notify the Union;
4. The employees in the table above shall be red-circled with respect to the pay received while working their current assigned hours of work.
5. For the purpose of this Letter of Understanding, red-circling means the employee's existing hours of work are protected and maintained, and the

E&OE

Signed off this _____ day of _____ 20

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

Lu'Ma Native Housing Society
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Employer shall not reduce the employee's rate of pay, salary placement or benefits as a result of maintaining those hours of work.

6. All newly created or newly filled CC Team positions following the execution of this Letter of Understanding shall be established and posted in compliance with the hours listed under Article 7.02.
7. Nothing in this Letter of Understanding shall result in any loss of pay, benefits, seniority, or other rights for existing CC Team employees.
8. Except as expressly modified by this Letter of Understanding, all other terms and conditions of the Collective Agreement remain unchanged and fully applicable.
9. This Letter of Understanding is entered into on a without prejudice and without precedent basis and shall not be relied upon to interpret any other provision of the Collective Agreement except as explicitly stated herein
10. The Parties agree that this letter will be appended to the Collective Agreement for reference only.

SIGNED ON BEHALF OF THE PARTIES THIS _____ DAY OF _____, 20____

For the Union

For the Employer

E&OE

Signed off this 19th day of December 20 25

For the Union

For the Employer



Lu'Ma Native Housing Society
PROPOSALS 2025
Employer Proposals (ER Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		December 15, 2025	
ER # 71	Appendix E		

APPENDIX "E"

Call Out Procedure for Part-Time and Relief Workers at Supportive Housing Division

Casual employees are employed on an "on call" basis to cover absences of a regular employee, or where regular part-time employees have not opted in for additional hours or additional shifts would create overtime.

(a) Casual employees will be considered internal applicants when applying for vacancies.

(b) Casual employees will not be used in such a way as would reduce the number of regular full-time and/or part-time positions.

(c) The Employer shall maintain a seniority list of casual employees which shall be supplied when requested by the Union. When a casual employee is hired into a regular position, they shall be placed on the regular seniority list and be credited with seniority in accordance with Article ~~14~~13.

(d) In the case of compassionate leave, casual employees are entitled to leave as per Article 10.16 Compassionate Care Leave. ~~(d)~~

(e) Attendance at court arising from the relief employee's employment shall be with pay and travel expenses if required by the Employer.

(f) A casual employee who resigns their position and within 60 days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority. 2

Relief Call-in Process

Each property shall maintain a call-in list of relief and regular part-time employees who

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Signed off this _____ day of _____ 20

For the Union

For the Employer



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request additional hours.

Regular part-time employees who have requested additional hours will be called in first, in order of seniority, provided they are suitable and qualified to work in the classification, shift and work location and by accepting the shift they do not incur any overtime cost, without prior approval.

If there are no regular part-time employees available to work, casual employees will be called, in order of seniority, provided they are suitable and qualified to work in the classification, shift and work location.

Each property will keep a log of all calls made for relief shifts. The logbook shall show:

- (1) the date;
- (2) employee called;
- (3) time called;
- (4) the position/shift being called to fill;
- (5) the outcome of the call (accept, decline, no answer, ~~answering machine~~ voicemail, message left);
- (6) signature of caller.

All staff on the call-in list will provide one phone number on which they can be contacted for relief shifts.

If no answer, the caller shall make note in the logbook and move to the next available employee on the call-in list. If an ~~answering machine~~ or voicemail is reached or a person is available to take a message, the caller shall leave a message stating there is an available shift and note "message left" in the logbook.

Regular part-time employees shall state ~~availabilities~~ availability for work on the call list, including those projects/buildings where they are prepared to work.

Any dispute regarding relief shifts will be handled via the grievance procedure.

Casual employees shall earn seniority, which they shall have the right to exercise in accordance with Article ~~41~~ 13.

Casual employees shall provide their ~~general~~ availability and preference of shift for work to the Employer in writing, upon hire and if their availability and preferences changes.

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Signed off this _____ day of _____ 20

For the Union

For the Employer







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~~Except for employees on an authorized leave of absence by the Employer, casual employees must work at least 1 shift during any four month period, provided this work is offered by the Employer. Those that do not do so shall be considered to have abandoned their employment.~~

~~A casual employee who has not met the requirement of the above will be notified of this requirement by email and/or written communication with sufficient notice to remedy the situation.~~

~~If the situation is not remedied, a subsequent email will be sent to the affected employee advising of the deemed abandonment. The Union will be copied on both emails to the employee.~~

Minimum Availability

In order for a casual employee to maintain employment, the casual employee shall work a minimum of 240 hours over any fixed 12-month period, or a lower minimum number of hours as agreed between the Employer and employee in writing, and copied to the Union.

Where a casual employee has not worked the minimum hours by the end of the 9th month of the fixed 12-month period, the employer will notify the employee in writing to advise on how many hours the employee has worked to date and that they risk being removed from the call-in list in accordance with this article.

Except where a casual employee provides bona fide reason(s), the casual employee may be removed from the casual list and, if so, their employment will end if they do not work the identified minimum number of hours. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the fixed 12-month period.

A casual employee who is removed from the casual list as set out above will be notified of their termination of employment following the expiration of the fixed 12-month period, and will have 10 days to provide bona fide reason(s) for remaining on the casual list.

The Union will be copied on both the notification and termination emails to the employee.

E&OE

Signed off this 19th day of December 20 25

For the Union

For the Employer

Employer Proposal 2025

Employer			
Number	Affected Section/MOU	Date:	Time:
		December 16, 2025	
#87	Red circle: Colwood building manager	Union Counter #1	

LETTER OF UNDERSTANDING # _____

BETWEEN

LU'MA NATIVE HOUSING SOCIETY

(the 'Employer')

AND

MoveUP (Canadian Office and Professional Employees' Union, Local 378)

(the 'Union')

(collectively 'the Parties')

RE: Colwood Building Manager Employees:

WHEREAS the Parties are currently engaged in collective bargaining to renew the current collective agreement;

AND WHEREAS during collective bargaining, the Employer sought to address the wage rates associated with the Building Manager classification at the Colwood location;

AND WHEREAS due to the hiring of a Property Manager at the Colwood location and the cessation of duties associated with the Property Manager, previously performed by the Building Manager classification;

AND WHEREAS concerns were brought forward by the Employer in collective bargaining as for unilateral alignment of rights and entitlements;

AND WHEREAS The Employer proposed that the wage rate for the Colwood Building Manager employees, currently paid above the Building Manager classification, due to previously performing full Property Manager duties, be red-circled, effective December

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31, 2025.

AND WHEREAS the Union seeks to ensure that the adjustment of duties in the Building Manager classification at Colwood does not result in a unilateral change to the existing terms and conditions of employment or current compensation for the Building Managers at the Colwood location;

FINALLY the Parties acknowledge that all newly hired employees to the Building Manager Classification at the Colwood location must be hired in compliance with the Appendix A1 rates for Building Managers;

NOW THEREFORE BE IT RESOLVED :

The Parties agree to the following terms and conditions of settlement:

1. The current Building Manager Colwood Classification is comprised of the following members :

<u>First Name</u>	<u>Last Name</u>	<u>Job Title Description</u>
<u>G. Anthony</u>	<u>Thibeau</u>	<u>Building Manager Colwood</u>
<u>Dean</u>	<u>Haldane</u>	<u>Building Manager Colwood</u>

2. These employees will be red circled at their current rate of pay of \$73,894.37.
3. In consideration of the red circling, the employees will receive an annual lump sum rate of 1.5% of their current red circled rate, on January 1st of each calendar year. This rate will not be reflected in the Appendix and will not be compounding.
4. The employees will continue to receive the rate in #2 and lump sum in #3 until such time as the Building Manager classification wage rate in Appendix A1 meets or exceeds the red-circled rate.
5. No changes will be made to the employee's classification, hours, benefits, or employment status.
6. Nothing in this Letter of Understanding shall result in any loss of pay, benefits, seniority, or other rights for the existing employee(s).

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7. Except as expressly modified by this Letter of Understanding, all other terms and conditions of the Collective Agreement remain unchanged and fully applicable.
8. This Letter of Understanding is entered into on a without prejudice and without precedent basis and shall not be relied upon to interpret any other provision of the Collective Agreement except as explicitly stated herein.
9. The Parties agree that this letter will be appended to the Collective Agreement for reference only.

**SIGNED ON BEHALF OF THE PARTIES THIS 16th DAY OF
December , 2025.**

For the Union



For the Employer

