MEMORANDUM OF AGREEMENT

BETWEEN:

CUPE BC and Locals (hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS :

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 1st 2018 to December 31st 2018, 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.
- All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from January 1, 2019 to December 31st 2021
- 5. No employee shall suffer a loss of pay as a result of the re-categorization outlined in Appendix A. Employees shall be recategorized to the category of their current wage, or higher.
- 6. The employer shall implement an up-to-date Respectful Workplace policy for the CUPE BC and CUPE locals, in consultation with Kristi Bounegru and Nadine Ford on behalf of the Union. The policy shall not be contrary to any of the provisions outlined in LOU#1.

- 7. 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:
- 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. 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.

Signed at	Burnaby	, B.C. this	_8 ^{*L} day of <u>April</u>	, 2019.
For th	le union		For the Employer	
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	7	Amend to create subsection b) in 7	.03 & 7.04

7.03

The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks notice of any change in hours of work or schedules. The time frame specified may be altered by mutual

Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual a)

Regular part-time will be scheduled for no less than four (4) hours in a day. b)

- The Employer shall specify the hours of work and the schedule of the hours to be **c**) worked, for regular part-time employees, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide a minimum one weks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.
- Where an established practice or procedure is already in place, it will continue. d)

NOTE: <u>e</u>) The Employer agrees that any change away from or back to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-day fortnight or a four-day work week. Permission will not be unreasonably withheld.

7.04

a) A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the

NOTE: b) The lunch period may be shortened by mutual agreement between the Employer and the Union, from one (1) hour but not less than one-half $(\frac{1}{2})$ |

E&OE	
Signed off this day of	JANUALY 10
For the Unit	20 (0)
	For the Employer
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: April 8, 2019	Time: 2:10pm
UP#2	8.03	New	

8.03

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All work days between Christmas Eve and New Year's Day shall be time off with pay.

All work days between December 27th and January 1st shall be time off with pay. Where an employee is required to work between the above period for operational requirements, the equivalent time off will be granted in the following year. Such time will be scheduled by mutual agreement and shall be taken by December 31st. Such time cannot be carried forward to a subsequent year, banked or cashed out.

E&OE Þ PL'C Signed off this _day of ___ Ĥ 2019 For the Union For the Employ



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and LOCALS PROPOSALS 2019 Union Proposals (UP Item)

Union			······		
Number	Affected Article/MOU	Date:	Time:		
UP#4	10.06	New			

10.06 Domestic Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic violence will be able to access up to five (5) days of paid leave (in addition to existing leave entitlements) to:

- Seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by domestic violence
- Obtain services from a victim services organization
- Obtain psychological or other professional counselling
- Relocate temporarily or permanently
- Seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

The foregoing leaves are accessed by request to, and approval of, the President or designate. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

Requests exceeding beyond five (5) days may be applied for as per Article 10.01.

E&OE Signed off this 1, 2, 3 day of	NOVEMBER	20 2018
For the Union	For the Employer	20_2010

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	10.07	New	

10.07 Gender Reassignment Leave

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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 either Article 10 – Leave of Absence or Article 11 – Sick 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 discriminatory action.

E&OE Signed off this	22	day of	Alouha	20 lk
For the Union	P	2_	For the Employer	

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CUPE BC and LOCALS **PROPOSALS 2019** Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			1
Number	Affected Article/MOU	Date:	Time:
UP#7	11.04	Amend	J

11.04 Dental Plan

The COPE Local 378 prepaid Dental Plan shall be made available to regular and regular part time employees desiring same. Premium costs for coverage under the COPE Plan shall be paid for by the Employer.

A dental plan shall be made available to all regular and regular part-time employees. The Employer shall pay the full premium cost for the employee's coverage under such a plan.

Coverage is: Part A - one hundred percent (100%) Part B - sixty percent (60%) Part C - sixty percent (60%) (Ortho coverage, with a \$3,000.00 lifetime limit)

E&OE 20 18 day of November Signed off this For the Employ For the Linto

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CUPE BC and LOCALS PROPOSALS 2019 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Number	Affected Article/MOU	Date:	Time:
UP#9	14.05	Amend	

14.05 Notice of Lay-off

All regular employees shall be given in writing the following notice of lay-off or salary in lieu of notice:

- a) Two (2) weeks' Four (4) weeks' notice where the employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) twelve (12) weeks' notice.
- c) In the event of office closure, Article 17.05 will apply. (This shall not apply to temporary job sites.)

The period of notice shall not coincide with an employee's annual vacation.

E&OE Signed off this		day of	Appic	\wedge			20 19
For the Union	2		/ For the Employer	$\left[\right]$	1		/
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CUPE BC and LOCALS PROPOSALS 2019 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

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	Number	Affected	Date:	
		Article/MOU		Time:
ļ	UP#10	17.05	Amend	
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17.05 Severance Pay

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be one (1) week for each year of service to a maximum of twelve (12) weeks. Severance pay shall be payable to an employee immediately upon termination.four (4) weeks where the employee has been employed for three (3) years or less, and one (1) addition week for each subsequent completed year of service to a maximum of twelve (12) weeks. Severance pay shall be payable to an employee immediately upon termination.

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For the Union		For the Employer	1 trov

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11 E#11	Appendix C	Remove Appendix accordingly	C and re-letter remaining appendices

APPENDIX "C"

OFFICE MACHINERY, OTHER THAN BOOKKEEPING OR ALLIED MACHINES

LEVEL 1

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- Photocopier desk top
- Letter opener electric
- •-----Postage-machine--meter
- Folder
- Collator manual
- Addressograph

LEVEL 2

- Computer terminal and/or P.C. used for menu driven data entry
- •---Microfilm---reader/printer
- ---P.A.B.X. telephone
- Telex
- Gestetner
- Gestefax
- Photocopier other than desk top
- Adding-Machine
- Fax—stand alone

FEAFT-3

- Galculator
- Dictaphone
- •-----Microfiche filmer
- Cheque Writer
- •-----P.C. used for-basic word processing
- Printer -- access but not responsible for hard copy

LEVEL 4

- Audiometric testing equipment
- -----P.C. used for intermediate word processing
- Periphery-equipment

E&OE Signed off thisday of	November 1	20 18
For the Union	For the Employer	
	-1-21-2001-	

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(Canadian Office and Professional Employees Union, Local 378)

Union		
Number	Affected Article/MOU	Date: Time:
UP#12 E 14	Appendix G	Remove Appendix G and re-letter remaining appendices accordingly

APPENDIX "G"

Letter of Understanding Ron Stewart, CUPE BC Division

Original Letter Dated January 6, 2009

"Barry Hodson Business Representative COPE 15 14625-108th Avenue Surrey, BC-V3R-1V9

Re: Letter of Understanding Ron Stewart, CUPE BC Division

Please find enclosed four copies of a Letter of Understanding that you need to sign.

Once all are signed, please keep one copy for the Union office and return the remaining three copies to our office, attention to Lori Watt, Shop Steward. We can send a courier to pick them up if you like.

Please also find enclosed a completed Union application form for Ronald Stewart.

If you have any questions, please contact-Darci Forsythe at 604-291-9119 ext. 267 until January 19, 2009 at which point Lori Watt will be back in the office at ext. 321.

Thank you in advance for your speedy response.

In-Solidarity,"

Original signed by Darci Forsythe, CUPE BC Division

E&OE		
Signed off this 7 ~~	day of Noursand -	
For the Union		_20 <u>18</u>
	For the Employe	
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(Canadian Office and Professional Employees Union, Local 378)

Union		
Number Affected Article/MOU	Date:	Time:
UP#13 Appendix H	Delete	

APPENDIX "H"

LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378 Ron-Stewart 2009

This letter is attached to and forms part of the CUPE BC and Locals collective agreement but applies only to the employees of CUPE BC Division and sets no precedent for any other Trade Union Offices.

The parties agree to replace Articles 7.01; 7.02 and 7.06 with:

7.01 Regular Weekly Hours

The regular working week shall consist of twenty (20) hours for the office and clerical staff divided into three (3) days from Monday to Friday inclusive.

7.02 Regular Daily Hours

The regular working day shall consist of the following:

Monday - 6 hours Tuesday - 7 hours Wednesday - 7 hours

Normal hours will be between 8:30 am and 4:00 pm:

However, where agreement can be reached locally between the employee and the Employer, such a schedule can be changed. The Union will then be notified in writing.

7.06 Overtime

All hours worked in excess of eight (8) hours on any given day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. Additionally, any hours worked in excess of 30 hours worked in a week will be deemed overtime and paid accordingly. For computing an hourly rate on which overtime will be paid, the wage rate in Appendix "8" of this Agreement shall be divided by thirty (30).

For purposes of calculating overtime, paid leave provided by this Agreement shall be considered part of the regular scheduled working day:

Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer. In-no-case shall overtime be accumulated beyond twelve (12) months. At that time, if agreement cannot be reached for lieu time off, payment will be made at the rate applicable at the time the overtime was worked.

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And-Article-8:01 with:

8.01 List of Holidays

Employees shall be given the following holidays without deduction of pay:

New Year's Day	Canada Day	
Heritage Day	Civic Holiday	Christmas Day Eve
Good Friday	Labour Day	Christmas Day Boxing Day
Easter Monday	Thanksgiving Day	New-Year's Eve Day
Queen's Birthday	Remembrance Day	

And such others as are proclaimed as holidays by the federal, provincial or municipal government.

All days between Christmas and New Year's Day shall be time off with pay as described in Appendix "D"

And Articles 9.01; 9.02; 9.03 and 9.05 with:

9.01-

a}--

Employees shall be entitled to vacations in accordance with length of service to become due on the

Less than 1 year of service	<u>1-2/3-days per-month</u>
After 1 year of service	<u>4 weeks per year</u>
After 5 years of service	5 weeks per year
After 10 years of service	6 weeks per year
After 15 years of service	7 weeks per year
After 20 years of service	

b}--**Vacation Bonus**

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. The employee will have the choice of receiving his/her bonus either on his/her anniversary date or the first pay period in-June of each year. The employee shall make his/her choice known to the Employer no later than April 30, in any given year. The vacation bonus payments will be included as a pensionable carning.

It is further agreed that the Employer will pay the employee the hourly Assistant Accountant rate

It is further agreed that the Employer will make Brother Stewart's medical and extended health

This agreement to take effect January 1, 2009.

SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part; Party of the Second Part; -SIGNED ON BEHALF OF THE UNION

	As previously signed	
1		As previously signed
	Barry O'Neill-President	
1		Barry Hodson Bucinese D.
1	As previously signed	Barry Hodson Business Representative
I		As previously signed
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Mark Hancock -- Secretary Treasurer

Lori Watt --- Shop Steward

APPENDIX "D"

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Ghristmas/New Year's Shut Down

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#### APPENDIX "B"

#### Wage Grid (1-Year Rate)

	Jan 1, 2006	Jan 7, 2007	Jan 1, 2008	Jan 1, 2009
National Director	97,185	99,129	101,607	104,147
Executive Assistant	<del>98,512</del>	100,482	102,994	105,569
Managing Director		400,102	102,751	200,007
Assistant National Director	93,449	95,319	97,701	100 144
Solicitor		33,315	57,791	100,144
National Coordinator				·····
Regional Director	97,185	99,129	101,607	104,147
Assistant Regional Director	93,449	95,319	97,701	100,144
Senior-Economist	89,609	91,401	93,686	
Senior Officer	85,363	87,070	89,247	<del>96,028</del>
Representative			07;247	<del>91,478</del>
Administrative Officer (CSU)				
Administrative-Officer (ATSU)	83,648	85,322	87.455	89.641
Accountant				07,012
Administrative-Officer (CEU)	85,363	87,070	89,247	91,478
Assistant Accountant	75,941	77,460	79,397	······
Systems Analyst			7000	<del>81,382</del>
Systems Support Specialist				
Translator	71,657	73,090	74,917	76,790



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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14 E#13	Appendix F	Add appendices "A" (Categories, C	lassification and Salaries) -

APPENDIX "F"

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## LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378

This letter is attached to and forms part of the CUPE BC and Locals collective agreement but applies only to the employees of CUPE BC Division and sets no precedent for any other Trade Union Offices.

The parties agree to replace Articles 7.01; 7.02 and 7.06 with:

### 7.01 Regular Weekly Hours

The regular working week shall consist of thirty (30) hours for the office and clerical staff divided into five (5) days from Monday to Friday Inclusive.

#### 7.02 Regular Daily Hours

The regular working day shall consist of six (6) hours, between 8:30 am and 4:00 pm 8:00 AM to 5:00 PM for the office and clerical staff.

#### 7.06 Overtime

All hours worked in excess of the regular working day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. For computing an hourly rate on which overtime will be paid, the wage rate in Appendix "A" of this Agreement shall be divided by thirty (30).

For purposes of calculating overtime, paid leave provided by this Agreement shall be considered part of the regular scheduled working day.

Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer. In no case shall overtime be accumulated beyond twelve (12) months.

At that time, if agreement cannot be reached for lieu time off, payment will be made at the rate applicable at the time the overtime was worked.

And Article 8.01 with:

#### 8.01 List of Holidays

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Employees shall be given the following holidays without deduction of pay:

New Year's Day	Canada Day	Christmas Day Eve		
Family Day	BC Day	Christmas Day		
Good Friday	Labour Day	Boxing Day		
Easter Monday	Thanksgiving Day	New Year's Eve Day		

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Victoria Day	Remembrance Da	ау	
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And any other day that may be stated a legal holiday by the Provincial and/or Federal

The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in leiu thereof, the employee shall receive an additional day or days 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 by the Employer and the employee.

All days between Christmas and New Year's Day shall be time off with pay as described in Appendix "D" attached.

#### 15.12

All employees not using employer-provided parking shall receive a monthly transportation allowance equal to the current rate charged 1, 2 or 3 Zone Translink Monthly Passes. If Translink implements a distance-based fare system, both parties will meet to discuss a monthly allowance equivalent under the new fare system.

#### APPENDIX "D"

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#### **Christmas/New Year's Shut Down**

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And Articles 9.01, 9.02, 9.03, 9.04 and 9.05 with:

#### 9.01

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a) Employees shall be entitled to vacations in accordance with length of service to become due on the anniversary date of the employee as follows:

Less than 1 year of service	1 2/3 days per month
After 1 year of service	4 weeks per year
After 5 years of service	5 weeks per year
After 10 years of service	6 weeks per year
After 15 years of service	7 weeks per year
After 20 years of service	8 weeks per year
After 25 years of service	9 weeks per year

#### b) Vacation Bonus

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. The employee will have the choice of receiving his/her bonus either on his/her anniversary date or the first pay period in June of each year. The employee shall make his/her choice known to the Employer no later than April 30, in any given year. The vacation bonus payments will be included as a pensionable earning. Add Appendices "A" (Categories, Classification and Salaries) and Appendices "B" (Job Descriptions)

#### APPENDIX "A"

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## Salary Schedule (continued)

	January 1, 2016			Jar	nuary 1, 2017	
	Start Rate	1-Yea: Rate	r	Start Rate	1-Year	
GROUP A						
Regional Administrative Officer Fleet Manager		\$1,960.6	7		\$1,990.08	
GROUP B						
Administrative Assistant Research Assistant Technology Assistant Job Evaluation Assistant Health and Safely Assistant Senior Collective Agreement Analyst Recording Secretary	\$1,347.04	\$1,366.90		\$1,367.2	5 \$1,387.41	
Bookkeeper	\$1,295.28	\$1,321.01		\$1,314.71	<b>64 0 1 0 1 0</b>	
Executive Secretary Collective Agreement Analyst	\$1,267.10	\$1,292.87		<b>1,286.10</b>	\$1,340.83 \$1,312.26	
Personnel Clerk	\$1,248,39	\$1,274.13	g	1,267.11		
Secretary (1-clerical office)	\$1,234.55	\$1,260.33		1,253.06	\$1,293.24	
Part-time Secretary (1-clerical office)	\$41.15 m	\$42.01 m			\$1,279,24	
Purchasing & Receiving Clerk	\$1,232.87		1	41.76 m	\$42.64 /hr	
Secretary		\$1,258.60	\$:	,251.36	\$1,277.48	
Part-time Secretary	\$1,214.56	\$1,240.26	\$1	,232.77	\$1,258.86	
	\$40.48 <i>hr</i>	\$41.34 <i>I</i> hr	\$4	1.09 m	\$41.98 Av	
Statistical Clerk-typist	\$1,195.40	\$1,221.15	\$1.	213.33	\$1,239,47	
Part-time Clerk-typist	\$39,18 <i>m</i> r	\$39.90 mr		).77 <i>m</i> r		
Clerk-Typist Receptionist Receptionist Clerk-Typist	\$1,175.52	\$1,197.17		193.15	\$40.50 mr \$1,215.13	
Machine Operator Maintenance/Stockroom Clerk						
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Plus 7% over the rate for bilingualism

Title	Fitle Annual		Weekly	Hourly	
Accountant	\$80,184.00	\$3,084.00	\$1,542.00	\$51.40	
Sr. Accountant	\$93,950.48	\$3,613.48	\$1,806.74	\$60.22	

It is agreed that whatever wage increase that is negotiated for the employees of the CUPE Regional Office shall apply to this salary schedule.

The parties further agree to in good faith to try to place the employees in the CUPE ATSU, CSU, OPEIU COPE 491 Pension Plan and on to the CUPE National Office's Welfare Plan

### SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

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## SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

As previously signed	As previously signed
Barry O'Neill - President	Paul Bjarnason— Business Representative
As previously signed	As previously signed
Colleen Jordan – Secretary Treasurer	Sheila Morrison — Secretary-Treasurer

E&OE Signed off this	day of	APRIC		20 67
For the Union		For the Empl	over /	m
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## CUPE BC and LOCALS PROPOSALS 2019 Employer counter (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: April 8, 2019	Time: 4:09pm
UP#15	LOU #1	DELETE LOU #1 and rep	lace with the following:

LETTER OF UNDERSTANDING No. 1

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# BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742

## AND: Canadian Office and Professional Employees Union, Local 378

## SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE

- (a) The COPE MoveUP and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace. For the purpose of this article the "Employer" shall be defined as any elected executive board member or exempt employee of the applicable CUPE local or CUPE BC.
- (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 or 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.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
  - (i) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty from sixty (60) days of the latest alleged occurrence through the Union directly to the Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made within 10 days of the complaint at this stage and/or proceed to Section, (ii) herein.
  - (ii) In the event no agreement is reach in section (i) the Employer and the Union will, by mutual agreement, designate an unbiased third party to conduct an investigation. The designate shall investigate the complaint and shall submit their report to the Union and Employer in writing within 14 days of the complaint conclusion of the investigation. The Employer shall indicate to the Union what action, if any, shall be taken to resolve the issue.

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- (iii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
- (iii) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Employer and\or Union. The Employer and the Union shall, by mutual agreement, designate an unbiased third party to conduct an investigation. The designate shall investigate the complaint and shall submit their report to the Union and Employer in writing within 14 days of the complaint. The Employer shall indicate to the Union what action, if any, shall be taken to resolve the issue.
  (iv) Where either the complainant or the Union are is not satisfied with the Employer's
- (iv) Where either the complainant or the Union are is not satisfied with the Employer's response or resolution, either An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2 of the grievance procedure. Incidents occurring prior to the ten (10) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.
- (v) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (vi) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned the respondent and the complainant if deemed necessary.

E&OE Signed off this	B	_day of	APRIL	$\wedge$	20 K ² 1
For the Union			For the Emplo	ver /	
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	LOU #2	Amend LOU #2	

#### **LETTER OF UNDERSTANDING No. 2**

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 379, 389, 523, 561, 728, 873, 900, 1004, 3500, 3523, 4879

### AND: Canadian Office and Professional Employees Union, Local 378

#### **HOURS OF WORK**

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(a) Clauses 7.01 through 7.03 will be renewed. It is clearly understood that the COPE may pursue additional changes in existing hours of work pursuant to the "NOTE" under clause 7.03.

(b) Any existing arrangements providing for a four (4) day work week or a nine-day fortnight (or such arrangements agreed to during the term of the Collective Agreement) will not be changed during the term of the collective Agreement except by mutual agreement between the Employer and the Union. This undertaking is to be incorporated into a Letter of Understanding between the Parties.

E&OE Signed off this	17	day of	JANUA	dig .	20 (3)
For the Union	$\bigcirc$		Eer the Employer	4/	
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
U18, U19, E1	Appendix A	To be discussed	

#### APPENDIX A

The duration of the collective agreement will be 3 years, from January  $1^{st} 2018$  to December  $31^{st} 2021$ 

2019 - 2%

2020 - 2%

2021 - 2%

E&OE Signed off this	8	day of	APRIC		20 19
For the Union	Z		For the Employer	[]	1000

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## CUPE BC and LOCALS PROPOSALS 2019 Employer Counter to UP 19

Union				
Number	Affected Article/MOU	Date: April 8, 2019	Time: 2:17pm	
UP#19	Appendix A/B	The Union will propose amena classifications and job descrip	pose amendments to job titles, categories, job descriptions during bargaining.	

#### **APPENDIX "A"**

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### JOB TITLES AND JOB LEVELS

#### **CATEGORY 1**

Office Assistant

#### CATEGORY-3

Administrative Assistant II

#### CATEGORY 2

Administrative Assistant I

#### **GATEGORY** 4

- Office-Administrator
- Bookkeeper
- Category 1 Office Assistant Category 2 – Office Assistant 2 Category 3 – Office Assistant 3 Category 4 – Office Administrator Category 4 – Bookkeeper Category 5 – Accountant
- 1. Regular part-time employees shall be subject to the regular employee wage progression scale.
- Hourly rates, except casual or temporary, are provided for calculating overtime or parttime wages and do not indicate that COPE Move UP members are hourly employees.

#### Differentials

#### Training

A worker who, in addition to his/her normal duties, is required to train one or more new persons in the procedures and duties of their office shall receive, in addition to his/her regular salary, a training differential of five dollars (\$5.00) per day.

#### Supervisor

A worker who, in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of five dollars (\$5.00) per day.

### **One-Person Office**

-------A worker who is the sole bargaining unit member in the office shall receive, in addition to their regular salary, a differential of five dollars (\$5.00) per day.

### APPENDIX "A"

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## CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2018			
	START	6 MTH	12 MTH
CATEGORY 1			
Weekly	\$876.84	\$893.00	\$911.17
Hourly	\$26.98	\$27,48	\$28.04
Casual/Temporary	\$28.04		
CATEGORY 2			
Weekly	\$971.06	\$988.23	\$1,004.37
Hourly	\$29/88	\$30.41	\$30.91
Casual/Temporary	\$30.91		
CATEGORY 3			······································
Weekly	\$1,013.80	\$1,031.29	\$1,047,45
Hourly	\$31,19	\$31.73	\$32.23
Casual/Temporary	\$32,23	······	
CATEGORY 4			
Weekly	\$1,056.19	\$1,074.02	\$1,090,18
Hourly	\$32.50	\$33.05	\$33.55
Casual/Temporary	\$33,55		
CATEGORY 5			
Weekly	\$1,133.58	\$1,133.58	\$1,133.58
Hourly	\$34.88	\$34.88	34.88
Casual/Temporary	\$34.88		

E&OE Signed off this _ Ø APRIC _day of ____ 20_ For the Union For the Employer

## CUPE BC and LOCALS PROPOSALS 2019 Employer Counter Proposals (UP item)

Union				
Number	Affected Article/MOU	Date: April 8, 2019	Time: 2:13pm	
UP#20	Appendix B	The Union will propose amendments to job titles, categories, classifications and job descriptions during bargaining.		

#### **APPENDIX "B"**

### JOB DESCRIPTIONS

The following job descriptions are intended to describe the type of work performed within the six five categories. The titles are not intended to restrict the Employer's ability to transfer a worker to other titles within a category or even other categories in order to maximize the use of a workers' time. This transferability shall not be construed to mean that a worker will be able to perform all the work itemized under other titles within a category.

These descriptions cover workers employed in Union offices.

### CATEGORY 1

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#### **Office Assistant**

Employees in this category perform a variety of office operations with supervision and assist with basic clerical support functions as required.

### **Duties and Responsibilities**

- Reception
- Basic office support
- Answering phone
- Directing calls
- Mail distribution
- Mail outs
- Filing
- Data entry
- Ability to maintain confidentiality

### Qualifications

- Excellent written and oral fluency in English
- Grade 10 and 6 months experience
- Grade 12 and 6 months experience

#### CATEGORY 2

## Administrative Assistant I Office Assistant 2

Employees in this category perform a variety of office functions with or without supervision. The use of independent judgement relating to the Employer's direction is required.

## **Duties and Responsibilities**

- Employees may perform duties ranging from basic to intermediate level of the use of • office applications such as productivity and reporting tools
- Draft letters, memos, bulletins, notices and reports, as necessary, by word processing, .
- Monitor membership database and website
- Prepare, edit, and distribute minutes of committee meetings as requested: assist various Local committees and divisions by organizing and providing general information, as requested, distribute this information as required, and otherwise helping these groups to fulfill their mandates and/or goals
- Ability to maintain confidentiality

#### Qualifications

- Excellent written & oral fluency in English
- Grade 12 AND equivalent and 1 year related experience
- Excellent organizational skills
- Excellent communication skills .
- Thorough understanding of trade unions
- Good mathematical skills
- Productive keyboard skills (eg: 40 ~ 50 wpm) •
- Excellent knowledge of word processing, database management, and email programs ( eg: Microsoft Office, Adobe Creative Suite etc)
- Ability to maintain confidentiality

### CATEGORY 3

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## Administrative Assistant II Office Assistant 3

Employees in this category perform at an advanced level in the use of office applications and technical support. Employees may work independently or as part of a team and may be required to act as confidential secretary to one or more persons.

## **Duties and Responsibilities**

- Liaises with the Executive members for the purpose of arranging meetings, booking rooms, distributing minutes & notices, arranging couriers, arranging for printing and duplicating of materials, etc
- Prepares and distributes general correspondence, agendas and other miscellaneous ٠ materials for the Executive members as requested, by word processing, etc; photocopies as necessary; prepares items for mailing as necessary
- Arranges meeting rooms for Executive and General Membership meetings, as necessary
- Maintains website by updating contact information and making necessary changes
- Maintains all office supplies by monitoring usage, and purchasing needed supplies as
- Registers members and staff for education classes, conferences, and/or conventions related to union business; arranges itineraries for attendees of such courses, conferences, and/or conventions
- Maintains email and voicemail systems

- Assists in case research as required/requested
- Ability to maintain confidentiality

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- Excellent written & oral fluency in English
- Grade 12 or AND equivalent and 3 years related experience
- Excellent organizational skills
- Excellent communication skills
- Thorough understanding of trade unions
- Productive keyboard skills (eg: 40 50 wpm)
- Excellent knowledge of word processing, database management, and email programs ( eg: Microsoft Office, Adobe Creative Suite, etc)
- Ability to maintain confidentiality

#### **CATEGORY 4**

Office Administrator and Bookkeeper may be independent positions, or blended as necessary by the employer.

#### **Office Administrator**

Employees in the category work independently and may are be responsible for the smooth effective operation of the office. Provides clerical, and administrative and bookkeeping support by maintaining bookkeeping and payroll systems including the direction of office assistants, maintaining and monitoring membership databases, and websites.

### **Duties and Responsibilities**

- Maintains bookkeeping systems, including accounts receivable (entering & depositing cheques to bank accounts) and accounts payable (preparing cheque requisitions and/or journal vouchers, and processing invoices for payment, preparing cheques for signature from invoices, wage reimbursement requests, expense reimbursement requests, liaises with the Local Treasurer or designate to match payables to motions or where applicable
- Calculates standard payroll deductions, prepares T4s, ensures remittances are submitted to Canada Revenue Agency as well as appropriate Pension Plans, and Health and Welfare Plans
- Coordinates and assists the Trustees in completing the Locals annual audit by reviewing with them the requirements of the annual audit and providing the requisite documentation
- Produces financial-information/reports on-membership-dues, accounts payables/receivables, monthly-reconciliations, year end financial statements, and electronic banking
- Liaises with the Executive Board for the purpose of arranging meetings, booking rooms, distributing minutes & notices, arranging couriers, arranging for printing an duplicating of materials, etc
- Prepares and distributes general correspondence, agendas and other miscellaneous materials for the Executive members as requested, by word processing, etc; photocopies as necessary; prepares items for mailing as necessary
- Arranges meeting rooms for Executive and General Membership meetings, as necessary
- Maintains website by updating contact information and makes necessary changes

- Maintains all office supplies by monitoring usage, and purchasing needed supplies from retail outlets as necessary
- Registers members and staff for educations classes, conferences, and/or conventions related to union business; arranges itineraries for attendees of such courses, conferences, and/or conventions
- Maintains email and voicemail systems
- Assists in case research as required/requested
- Maintain confidentiality of local union files and operations

- Excellent written & oral fluency in English
- A minimum of Grade 12 and 5 years related experience
- Excellent organizational skills
- Excellent communication skills
- Thorough understanding of trade unions
- Productive keyboard skills 60 wpm minimum
- Excellent knowledge of word processing, database management, and email programs ( eg: Microsoft Office, Adobe Creative Suite etc)
- Ability to maintain confidentiality

#### **Bookkeeper**

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Employees in the category work independently and may be responsible for the smooth operation of the office. Provides clerical, administrative and bookkeeping support by maintaining bookkeeping and payroll systems, maintaining and monitoring membership databases, and websites.

### **Duties and Responsibilities**

- Maintains bookkeeping systems, including accounts receivable (entering & depositing cheques to bank accounts) and accounts payable (preparing cheque requisitions and/or journal vouchers, and processing invoices for payment, preparing cheques for signature from invoices, wage reimbursement requests, expense reimbursement requests, liaises with the Local Treasurer or designate to match payables to motions or where applicable
- Calculates standard payroll deductions, prepares T4s, ensures remittances are submitted to Canada Revenue Agency as well as appropriate Pension Plans, and Health and Welfare Plans
- Coordinates and assists the Trustees in completing the Locals annual audit by reviewing with them the requirements of the annual audit and providing the requisite documentation
- Produces financial information/reports on membership dues, accounts payables/receivables, monthly reconciliations, year end financial statements, and electronic banking
- Liaises with the Executive Board for the purpose of arranging meetings, booking rooms, distributing minutes & notices, arranging couriers, arranging for printing an duplicating of materials, etc
- Prepares and distributes general correspondence, agendas and other miscellaneous materials for the Executive members as requested, by word processing, etc; photocopies as necessary; prepares items for mailing as necessary
- Arranges meeting rooms for Executive and General Membership meetings, as necessary
- Maintains website by updating contact information and makes necessary changes

- Maintains all office supplies by monitoring usage, and purchasing needed supplies from retail outlets as necessary
- Registers members and staff for educations classes, conferences, and/or conventions related to union business; arranges itineraries for attendees of such courses; conferences, and/or conventions
- Maintains email and voicemail systems
- Assists in case research as required/requested
- Maintain confidentiality of local union files and operations

- Excellent written & oral fluency in English
- A minimum of Grade 12 and 5 years related experience
- Successful completion of a recognized accounting course and 5 years related experience
- Familiar with Accounting software (eg: Quickbooks, Simply Accounting etc)
- Excellent organizational skills
- Excellent communication skills
- Thorough understanding of trade unions
- Good mathematical skills
- Productive keyboard skills 60 wpm minimum
- Excellent knowledge of word processing, database management, and email programs ( eg: Microsoft Office, Adobe Creative Suite etc)
- Ability to maintain confidentiality

#### Category 5

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Employees in this category work as professional Accountants and are responsible for the full accounting cycle, including processing all journal entries, certified audits, receivables, payables, payroll and cash flow functions.

#### **DUTIES & RESPONSIBILITIES**

- Provide professional accounting services for CUPE locals
- Maintains bookkeeping systems, including accounts receivable (entering & depositing cheques to bank accounts) and accounts payable (preparing cheque requisitions and/or journal vouchers, and processing invoices for payment, preparing cheques for signature from invoices, wage reimbursement requests, expense reimbursement requests, liaises with the Local Treasurer or designate to match payables to motions or where applicable
- Full payroll responsibilities including calculating standard payroll deductions, prepares T4s, ensures remittances are submitted to Canada Revenue Agency as well as appropriate Pension Plans, and Health and Welfare Plans
- Coordinates and assists the Treasurer and or Trustees in completing the Locals annual audit by reviewing with them the requirements of the annual audit and providing the requisite documentation
- Coordinate any third party professional audits
- Produces financial information/reports on membership dues, accounts payables/receivables, monthly reconciliations, year end financial statements, and electronic banking.
- Ensure all banking transactions are reflected in the general ledger in a timely and accurate manner;
- Maintain confidentiality of local union files and operations

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- CPA designation: A minimum of Grade 12 and 5 years related experience
  Excellent written & oral fluency in English
- Familiar with Accounting software (eg: Quickbooks, Simply Accounting etc)
- Excellent organizational skills
- Excellent communication skills
- Thorough understanding of trade unions
- Good mathematical skills
- Productive keyboard skills ~ 60 wpm minimum
- Excellent knowledge of word processing, and email programs ( eg: Microsoft Office, ê Excel, Adobe Creative Suite etc)
- · Ability to utilize various financial, accounting and database management software.
- Maintain confidentiality of local union files and operations

E&OE Signed off this day of	of APRILA 2019
For the Union	For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Union					
Number	Affected Article/MOU	Date:	Time:		
UP#21 E6	HK Various	Housekeeping			

#### Name Change

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Update Collective Agreement cover page, footer and wherever the name is referenced in the agreement with the Union's name change to MoveUP, or MoveUP (Canadian Office and Professional Employees Union, Local 378)

## Section to Article Throughout

Rename all references from "Section" to "Article", and adjust numbering (i.e. Section 1 to Article 11.01) throughout the Collective Agreement

### Gender Neutral (E6)

The Union proposes the entire collective agreement be updated to become gender neutral (i.e. he\she be changed to 'the employee')

#### 5.01

Remove both references to "Effective January 1, 2016"

#### 5.04-5.05

Update reference to premium contributions erroneously numbered as "Section 11.07" to "Article

## 11.03 - Remove additional parenthesis

## 11.03 Wage Indemnity Plan

The COPE Local 378 Weekly Wage Indemnity Plan (1-8-39) plan providing seventy-five (75%) percent of earnings when unable to work due to sickness or accident)

[...]

E&OE	· ·			
Signed off this	_23	day of	NOVERDER	7.10
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## CUPE BC and LOCALS PROPOSALS 2019 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union					
Number	Affected Article/MOU	Date:	Time:		
E2, E9, E10	TOC, 20.02, PG31	Housekeeping			

E2 : Ensure the table of contents aligned with page numbers? (Housekeeping)

E9 : Delete Article 20.02 (Housekeeping)

E10 : Delete Page 31 (Housekeeping)

E&OE	<u>ົ</u> ່າ			
Signed off this	<u>LL</u> day	OF NOUE	mBER	20 18
For the Union	$\sim$	For the En	ploved for	



## CUPE BC and LOCALS PROPOSALS 2019 Employer Proposals

(Canadian Office and Professional Employees Union, Local 378)

Affected Article/MOU	Date:	Time:
X	Housekeeping	·····
		Article/MOU

## E3: 7.06 Overtime Premiums

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All time worked before or after the regularly established working day or as varied by mutual agreement as per Section 3 Article 7.03, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

E&OE Signed off this	8	day of	APR		
For the Union	$\rightarrow$		For the Employer	11/	_20_12
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## CUPE BC and Locals PROPOSALS 2019 Employer Proposal (EP)

	Union Number	Affected Article/MOU	Date: Time:
į	E5	10.03	Amend
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# 10.03 Pregnancy Maternity and Parental Leave

- For the purpose of this Article, "spouse" includes common-law wife within the meaning of the Family Relations Act. Family Law Act.
- b) <u>Pregnancy Maternity</u> and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the two (2) one (1) week waiting period and Supplementary Employment Insurance Benefit for the maximum period allowed. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- d) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- e) Seniority shall accrue during pregnancy <u>maternity</u> and parental leave.

E&OE		
Signed off this2	day of NOUEMBER	21
		20_2018
For the Union	For the Employer	
<u> </u>	N-mr	



(Canadian Office and Professional Employees Union, Local 378)

## CUPE BC and LOCALS PROPOSALS 2019 Employer Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
E7, E8	13	Housekeeping	

#### E7:13.03

An employee laid-off and placed on the recall list under Article 14, Section 5, 14.05 and Article 14.07 will be credited with unbroken seniority upon recall within the recall period.

#### E8:13.06

When on approved leave of absence on Union business under Article <del>6</del>, Section <del>6</del>; <u>6.06</u>; sick leave and extended sick leave under Article <del>11</del>, Sections <u>1 and <u>3 11.01</u> and Article <u>11.03</u>, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article <del>10</del>, Section <u>1 10.01</u>, will be credited with accumulative seniority as defined in Section <u>7 Article 10.07</u>.</u>

E&OE Signed off this2day of	NOVEMBER	20 18
For the Union	For the Employer	DDJ

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(Canadian Office and Professional Employees Union, Local 378)

## CUPE BC and LOCALS PROPOSALS 2019 Employer Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
E12	Appendix D	Amend	

Appendix D - rename "Variance to the collective agreement between CUPE Local 900 and COPE 378" to "Variance to the collective agreement between CUPE Local 900 and MoveUP Re: Mary Follweiter"

E&OE	
Signed off this	NOVEMBER 2018
For the Union 17	2010
	For the Employer