

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**UNITED FISHERMEN AND ALLIED WORKERS' UNION - UNIFOR (hereinafter referred to as the "Employer")**

**(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:**

- A. The Parties are bound to a Collective Agreement effective from January 1, 2018 through December 31, 2020 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

- 1. The Parties agree that the Collective Agreement is renewed for a term of January 1, 2021, to December 31, 2023 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from January 1, 2021 unless specifically stated otherwise.

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within ninety (90) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have thirty (30) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within one hundred and twenty (120) calendar days of the date of completion of the ratification vote.

**Signed at Vancouver/ , B.C. this 24th day of September , 2021.**

*Emily Orr*

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**FOR THE EMPLOYER**

*C Popenick*

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**FOR THE UNION**

# **APPENDIX "A"**



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>July 19, 2021</b>	<b>Time: 4:24</b>
UP6	Article 10.10	<i>New Clauses</i>	

**10.10      DOMESTIC AND SEXUAL VIOLENCE LEAVE**

In accordance with the Employment Standards Act, when an employee, or an eligible person with respect to an employee, experiences domestic and sexual violence, the employee is entitled upon request, during each calendar year, to:

- (a) Up to three (3) five (5) days of leave with pay; and,
- (b) up to an additional seven (7) five (5) days of unpaid leave, in units of one or more days or for one continuous period; and,
- (c) in addition to the above period of time, up to 15 weeks of unpaid leave.

Notwithstanding the above, in the event that further legislation comes into force regarding domestic and sexual violence leave that applies to the Employer, the Employer will provide such leave consistent with the legislation and the Employer will not be required to provide leave with or without pay in excess of the requirements in such legislation.

E&OE  
Signed off this 19 day of July 2021

For the Union

For the Employer

Kelley Quinn

Emily Orr



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2020  
Union Proposals (UP Item)**

<b>Union Number</b> 8	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
	Article 10	New	

**10.15      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.

- 1) In this section, "family member" means:  
in relation to an employee:
  - a) the employee's spouse, child, parent, sibling, grandchild or grandparent;
  - b) any person who lives with the employee as a member of the employee's family;
  - c) the employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
  - d) 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;
  
- 2) in relation to an employee's spouse:
  - a) the spouse's child, parent or step-parent, sibling or step-sibling;
  - b) the spouse's grandparent, grandchild, aunt or uncle, niece or nephew;
  - c) the spouse's current or former foster parent, or current or former ward; and
  - d) anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership.

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Signed off this 19 day of July 2021

For the Union

Kelly Quinn

For the Employer

Emily Orr

- 3) 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
  - a) The date the certificate is issues, or
  - b) If the leave began before the date the certificate is issued, the date the leave began.
- 4) The employee must give the employer a copy of the certificate as soon as practicable.
- 5) 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.
- 6) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - a) The family member passes away;
  - b) The expiration of 26 weeks or other prescribed period from the date the leave began.
- 7) A leave taken under this section must be taken in units of one or more weeks.
- 8) 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.
- 9) An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
  - a) An employer will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost

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Signed off this 17 day of July 2021

For the Union

For the Employer

Kelley Quinn

Emily Orr

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.

- b) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.
- c) When the leave ends, the employer must place the employee in their former position or a comparable one.

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E&OE

Signed off this 19 day of July 20 21

For the Union

For the Employer

Kelley Quinn

Emily Orr



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>July 19, 2021</b>	<b>Time: 3:31 Counter and agreed</b>
UP10	Article 11.12	<i>Amend</i>	

**11.12 Employee Assistance Program**

The Employer agrees, upon request from the Union, to enter into discussions, with the intent wherever possible to implement, a mutually agreeable Employee Assistance Program.

**The Employer and the Union agree that Pacific Blue Cross is the provider of the Employee and Family Assistance Program.**

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Signed off this 19 day of July 2021

For the Union

*Kelly Davis*

For the Employer

*Emily Orr*





(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>July 19, 2021</b>	<b>Time: 3:37</b>
UP13	Article 17	<i>Amend</i>	

**17.06 Off Premises Equipment:**

The Employer agrees that no computer equipment shall be placed in an employee's residence. However, Should the office of the Employer need to close for a period of time during a crisis for reasons out of the Employers control the parties agree to discuss work from home options.

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Signed off this 19 day of July 2021

For the Union

For the Employer

Kelley Queen

Emily Orr



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>July 19 4:30</b>	<b>Time:</b>
UP14	Article 22	<i>Amend</i>	

**22.01 Duration Renumber all of Article 22 to Article 23 Duration**

This Agreement shall be binding and remain in full force and effect on and after the 01 January 2021, to and including the 31 day of December, 2023 and shall automatically be renewed from year to year thereafter.

E&OE  
Signed off this 19 day of July 2021

For the Union  
Kelley Quinn

For the Employer  
Emily Orr



(Canadian Office and Professional Employees Union, Local 378)

# UFAWU PROPOSALS 2019 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP15	Appendix A	<i>Amend</i>	

3% increase in each year, retroactive to the contract expiry date.

2% increase in each year retroactive to January 1, 2021.

### CATEGORIES, CLASSIFICATIONS AND SALARIES

<u>January 1, 2021 – 2%</u>	Hourly	Start Rate	After 6 Mths.	After 12 Mths.
<b>CATEGORY I</b> Office Assistant	Hourly	<u>\$20.32</u>	<u>\$20.70</u>	<u>\$21.50</u>
<b>CATEGORY 2</b> Administrative Assistant 1	Hourly	<u>\$22.44</u>	<u>\$22.82</u>	<u>\$23.19</u>
<b>CATEGORY 3</b> Administrative Assistant 2	Hourly	<u>\$24.35</u>	<u>\$24.75</u>	<u>\$25.13</u>

<u>January 1, 2022 – 2%</u>	Hourly	Start Rate	After 6 Mths.	After 12 Mths.
<b>CATEGORY I</b> Office Assistant	Hourly	<u>\$20.73</u>	<u>\$21.11</u>	<u>\$21.93</u>
<b>CATEGORY 2</b> Administrative Assistant 1	Hourly	<u>\$22.89</u>	<u>\$23.28</u>	<u>\$23.65</u>
<b>CATEGORY 3</b> Administrative Assistant 2	Hourly	<u>\$24.27</u>	<u>\$25.25</u>	<u>\$25.63</u>

<u>January 1, 2020 – 3%</u>	Hourly	Start Rate	After 6 Mths.	After 12 Mths.
<b>CATEGORY I</b> Office Assistant	Hourly	<u>\$21.15</u>	<u>\$21.53</u>	<u>\$21.94</u>
<b>CATEGORY 2</b> Administrative Assistant 1	Hourly	<u>\$23.35</u>	<u>\$23.74</u>	<u>\$24.64</u>

E&OE

Signed off this \_\_\_\_\_ day of July 2021

For the Union

Kelley Quinn

For the Employer

Emily Orr

<b>CATEGORY 3</b> Administrative Assistant 2	Hourly	<u>\$24.75</u>	<u>\$25.75</u>	<u>\$26.14</u>
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~~There will be a \$900 signing bonus upon ratification of the collective agreement.~~

1. Regular part-time employees shall be subject to the regular employee wage progression scale.

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E&OE  
Signed off this 19 day of July 2021

For the Union

For the Employer

Kelly Quinn

Emily Orr



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>July 19, 2021</b>	<b>Time: 3:39</b>
UP16	LOU # 1	<i>Amend</i>	

**LETTER OF UNDERSTANDING No. 1**

BETWEEN: UNITED FISHERMEN AND ALLIED WORKERS' UNION – Unifor

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378

**SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE**

Move LOU # 1 into agreement as Article 22 and renumber accordingly.

E&OE  
Signed off this 19 day of July 2021

For the Union

For the Employer

Kelley Quinn

Emily Orr