

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN:**

**BCFed**

**(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 May 1<sup>st</sup>, 2022 to April 30<sup>th</sup>, 2023, 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 May 1<sup>st</sup>, 2023 to April 30<sup>th</sup>, 2027.
5. Signing Bonus

All employees as of May 1<sup>st</sup>, 2023 who are active employees in good standing with the Union shall receive a signing bonus of \$2,000.00 upon ratification of this agreement. Employees who have resigned or been terminated are not entitled to the signing bonus.


6. Upon ratification by both Parties in accordance with this Memorandum, all 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.
12. The Parties commit to drafting and signing the previous and successor collective agreement by no later than September 30<sup>th</sup>, 2023.

Signed at Vancouver, B.C. this 26 day of July, 2023.

**For the Union**

 MM  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**For the Employer**

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **APPENDIX "A"**

## BCFED / MoveUP BARGAINING 2022 – EMPLOYER PROPOSALS

Proposal Number	Article / MOU	Date / Time of Proposal	Rev #
ER#2	Housekeeping	June 20, 2023	1.0


To change the font in the entirety of the CBA to **Calibri 11** font style, for accessibility purposes.

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

For the Employer (BCFED)

  
\_\_\_\_\_

For the Union (MoveUP)

 MM  
\_\_\_\_\_

## BCFED / MoveUP BARGAINING 2022 – EMPLOYER PROPOSALS

Proposal Number	Article / MOU	Date / Time of Proposal	Rev #
ER#3	12	May 9, 2022	1.0

### ARTICLE 5 – DEFINITION OF EMPLOYEES

5.3 Term - A term employee is a person who is hired to replace a Regular employee absent on vacation or other leave. The Federation shall advise the Union of the intended length of the term employment prior to the commencement of the term.

- (e) A term employee shall be entitled to a combined Statutory and Annual Holiday pay and pay in lieu of benefits at a rate of fifteen percent (15%) of gross earnings. In addition, the Federation shall pay contributions in accordance with Article 12.8 **(a)** and Article 12.~~109~~. The Federation will ensure that term employees are enrolled in the Municipal Pension Plan (MPP) when they meet the enrollment requirements of the Plan.


*ER Note: 12.8(a) relates to CPP employee premiums and 12.10 relates to EI employee premiums.*

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

For the Employer (BCFED)

  
\_\_\_\_\_

For the Union (MoveUP)

 MM  
\_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP #1	8.4	Amend to remove NIPD	

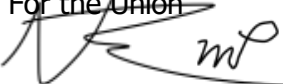
- 8.4 (a) Should one (1) of the statutory holidays fall on a normal work day, all employees shall be required to work the remaining normal work days in the work week.
- (b) All regular employees working the four (4) day week shall receive one (1) day's basic pay at straight time for each statutory holiday or day in lieu. Each employee shall indicate their choice of a day off or pay in lieu prior to each statutory holiday. Days in lieu may be added to annual vacation time. Paid time off in lieu of the statutory holiday shall be taken at a time mutually agreed between the employee and the Federation.

Where an employee's anniversary date falls in the same month as a stat day(s) the employee will be entitled to carry this day(s) forward to be taken during the 12 month period following their anniversary date.

- (c) An employee on vacation during the week in which a statutory holiday, or day in lieu falls, shall be deemed to have taken four (4) days vacation and shall receive one (1) day's basic pay at straight time rates, or one (1) day off in lieu.
- (d) The provisions of this article, specifically 8.4(a), 8.4(b) and 8.4(c) do not apply to Christmas Day, Boxing Day, New Year's Day ~~or National Indigenous Peoples Day.~~
- 8.5 Where a statutory holiday occurs during a period of sick leave, the employee on leave will be provided an additional day's vacation with pay for each holiday, provided the employee has worked or taken vacation on 12 of the 30 calendar days preceding the statutory holiday.

E&OE  
Signed off this 25 day of July 2023

For the Union

 MM

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

# BC Federation of Labour PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: July 25, 2023	Time:
UP#3	10.09	NEW	

### 10.9 Marriage Leave

Upon request, an employee shall be granted three (3) paid days' leave for the employee's wedding.

**BCFED – Agrees on July 25, 2023**

E&OE

Signed off this 26 day of July 2023

For the Union

 MM

For the Employer





**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: July 25, 2023</b>	<b>Time:</b>
UP#5	10.11	NEW	

10.10 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive **up to five (5) days a year** paid leave to provide emergency services **in British Columbia** when dispatched. **Employees must inform the Employer when enrolling as a volunteer in such organizations.**

**BCFED counter proposal on July 25, 2023**

E&OE Signed off this 26 day of July 2023

For the Union

 MM

For the Employer







**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: July 25, 2023</b>	<b>Time:</b>
UP#8	10.14	NEW	

10.11 Cultural Leave for Indigenous Employees

Every employee who is Indigenous to Canada shall be granted a leave of absence with pay of up to five (5) days in every calendar year, in order to enable the employee to engage in traditional Indigenous rights, including, but not limited to:

- a. Hunting;
- b. Fishing;
- c. Harvesting; and
- d. Spiritual traditions

The leave of absence may be taken in one or more periods.


BCFED counter proposal on July 25, 2023

E&OE

Signed off this 25 day of july 2023

For the Union

For the Employer

 MM





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>July 25, 2023</b>	<b>Time:</b>
UP#9	12	<i>Amend</i>	

**ARTICLE 12 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN**

**Benefits**

All Full-time and Part-time employees shall be entitled to the benefits coverage under this Article starting the first day of the month following the date of hire.

12.1 Sick Leave

- (a) The Federation will allow **two and one half (2.5)** working days per month sick leave with full pay. Sick leave may be accumulated from month to month and year to year up to a maximum of ~~forty six (46) actual working days. eighty (80)~~ **fifty (50) actual working days.**
- (b) An employee on sick leave shall advise the Federation of their expected return to work date after the onset of an illness, and any change to the expected return to work date, as soon as reasonably possible.

If requested by the Federation, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. The cost will be borne by the Federation.

**Sick leave days may be used due to menstruation or menopause symptoms that result in the inability to perform work functions.**

- (c) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Federation from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. Sick leave shall not accumulate while an employee is absent because of a disability.
- (d) In the event of death, the value of the accumulated sick leave will be paid to the employee's estate.
- (e) In the event that the employee requires sick leave but has exhausted their sick leave entitlement, the employee may opt to use banked vacation or lieu days to cover with the mutual agreement of the Union and the Employer.

12.2 Medical Plan - A medical plan shall be made available to all regular employees and their dependents, including same sex partners. The Federation shall pay the full premium cost for the employees' coverage under such plan.

12.3 Wage Indemnity Plan – Great West Life (1-8-39 plan providing seventy-five (75%) of earnings when unable to work due to sickness or accident) shall be made available to all full-time regular employees. The Federation shall pay the full premium cost for the employees' coverage under such plan.

The employee shall be allowed to use one-quarter (1/4) of a day from accumulated sick leave to offset the difference between regular salary and Wage Indemnity payments.

12.4 Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 12.1 above, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

12.5 Dental Plan – Pacific Blue Cross, shall be made available to each employee and their dependents, including same sex partners. One hundred percent (100%) of the premium costs for coverage under the Pacific Blue Cross shall be paid by the Federation. This plan to provide coverage as follows:

100% on Plan "A" - Basic (no limit)

80% on Plan "B" - Crowns and Bridges. etc. (no limit)

80% on Plan "C" - orthodontic \$5,000 per person lifetime.

The plan will include coverage for white fillings for all teeth.

There shall be no limit on total claims value per year.

**BCFED counter proposal on July 25 2023**

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E&OE

Signed off this 26 day of July 2023

For the Union

 MM

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

# BC Federation of Labour PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: July 26, 2023	Time:
UP#11	12.17	NEW	

### 12.17 Benefit Maintenance Post-Retirement

At the employee's request, the Federation will maintain benefit premiums payments for a period of up to three (3) months' post retirement, at the employee's cost. Payments for benefit premium costs will be reimbursed to the Federation in advance of each month during the extension post retirement.

### BCFED counter proposal on July 26 2023

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E&OE 26 July 23  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union  
  
MM

For the Employer  


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(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25, 2023	Time:
UP#14	16.8	Amend	

- 16.8 (a) When an employee is required to work outside the normal workplace, the employee shall be eligible for reimbursement of expenses and per diem as authorized and provided under the Federation’s financial policy and additional day care or child care expenses resulting from working at a convention or conference. Prevailing rates for day care shall be allowed. The Federation shall supply a hotel room for designated MoveUP staff who work outside the normal workplace because of a convention or conference.
- (b) Mileage and Cell Phones - The Federation will not normally request an employee to use their own vehicle or cell phone for the Federation's business.

However, should an employee use their personal vehicle for work purposes, they shall receive reimbursement based on the CRA’s “Reasonable Per-Kilometer Allowance”

**BCFED counter proposal on July 25, 2023**

E&OE  
Signed off this 26 day of July 2023

For the Union

 MM

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP# 15\16	Appendix A	Amend - GWI	

**ARTICLE 23 – DURATION**

- 23.1 (a) This Agreement will be in full force and effect on and after the **1st day of May ~~2022~~ 2023** to and including the **30th day of April 2027** and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of April **2027** or sixty (60) days prior to the 30th day of April in any year subsequent thereto.
- (b) The provisions of the Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lockout, whichever first occurs.
- 23.2 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

[...]

**APPENDIX "A"**

**PAY SCALE PER WEEK**

The Union proposes a ~~3~~ **4 year** agreement, with a 5% wage increase in the first year, and 4% second year, 3% third year and 3% fourth year, with appropriate changes made to the wage grid.

**Signing bonus of \$2,000.00 for current members in good standing at date of ratification.**

**The Union withdraws from all other proposed amendments in appendix A.**

**BCFED counter proposal July 26, 2023**

**LOU XX –**

Any MoveUP member who successfully applies to perform the special event coordination of the “Labour Holiday Event” will be compensated at the current BCFed\USW Coordinator Daily Rate for the days where such work is performed outside normal work hours. The parameters regarding the number of hours/days worked will be at the discretion of the Employer.

**BCFED maintains counter proposal from July 25, 2023**

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E&OE            26  
Signed off this \_\_\_\_\_ day of            July            20 23

For the Union  
 MM

For the Employer  


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(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour  
PROPOSALS 2023  
Union Proposals (UP Item)**


Union			
Number	Affected Article/MOU	Date:	Time:
UP#17	LOU #2, LOU#3	<u>The Parties agree on re-signing LOU 2 and LOU 3</u>	

**The Parties agree to re-sign LOU2 and LOU3 for the term of the agreement.**

E&OE

Signed off this 26 day of July 2023

For the Union

 MM

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

# BC Federation of Labour PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#18	LOU #4	NEW	

## LETTER OF UNDERSTANDING #4

**BETWEEN:** B.C. Federation of Labour  
(hereinafter referred to as the “Employer”)

*Party of the First*

*Part;*

**AND:** MoveUP  
(Canadian Office and Professional Employees Union, Local 378)  
(hereinafter referred to as the “Union”)

*Party of the Second Part;*

### **RE: EMPLOYER PROVIDED MENSTRUAL HYGIENE PRODUCTS**

The Parties agree that the Employer shall make menstrual hygiene products available in the workplace and at all BCFed organized and coordinated events.

Signed on this          day of          , 2023

**SIGNED ON BEHALF OF THE FEDERATION  
UNION**  
PARTY OF THE FIRST PART

**SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART**

Alicia Razutis  
(Employer)

Nathan Beausoleil  
(Union)

Jaime Matten  
(Employer)

Marisha McGowan  
(Union)

Maria Peralta  
(Union)

E&OE Signed off this 26 day of July 2023

For the Union

MM

For the Employer