

MEMORANDUM OF AGREEMENT

BETWEEN

**BRITISH COLUMBIA COLLEGE
OF
NURSES AND MIDWIVES
(The “Employer”)**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378
dba as MoveUP**

(The “Union”)

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from January 1, 2021 to December 31, 2023 (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 four (4) years from January 1, 2024 to December 31, 2027 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, 2024 unless otherwise stated.**
- 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.**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. Except as explicitly stated otherwise, all terms and conditions shall be retroactive.
8. 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.

Agreed to this 26th day of January, 2024, at Vancouver, British Columbia.

For the Employer:



Katherine Graham

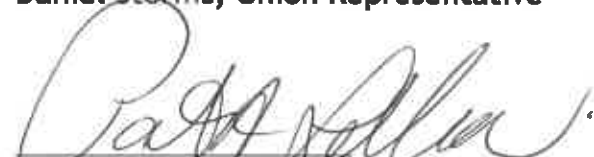


Suki Law

For the Union:



Daniel Storms, Union Representative



Pat La Vac, Bargaining Committee

APPENDIX "A"

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Correction; this change was coordinated with the Union through a Letter of Understanding

Article: 3.04

Current language

The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.

Future/proposed language

The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once **every two (2) weeks** and to transmit the monies so collected to the Secretary-Treasurer of the Union **within ten (10) business days following the end of pay period along with a description of what time period the deductions are for,** together with a list of employees from whom such deductions were made.

Embedding change into Collective Agreement


BCCNM Representative

Date: **Nov 14, 2023**


BCCNM Representative

Date: **Nov 14, 2023**


Union Representative

Date: **Nov 14/23**


Union Representative

Date:

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Guidance during probationary period

Article: 5.01

Current language

All employees hired to fill a regular position under Article 5.02 or Article 5.03 will be considered probationary for the first ninety (90) days of employment. After successfully completing the probationary period of ninety (90) days, or an extended probationary period, an employee will become regular. The probationary period may be extended by mutual agreement of the parties.

Future/proposed language

All employees hired to fill a regular position under Article 5.02 or Article 5.03 will be considered probationary for the first ninety (90) days of employment. After successfully completing the probationary period of ninety (90) days, or an extended probationary period, an employee will become regular. The probationary period may be extended by mutual agreement of the parties. Any requests for vacation during the probationary period will be considered on a case-by-case basis, taking into consideration acceptable performance to date. Probationary periods will be extended by the time taken to ensure suitability for role.

Clarification related to vacation requests during probationary periods.



BCCNM Representative *Nov 14, 2023*

Date:



BCCNM Representative

Date: *Nov 14, 2023*



Union Representative

Date:



Union Representative

Date:

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 8.01 Statutory Holidays

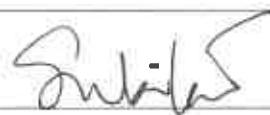
Current language

The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:
New Year's Day Good Friday Labour Day
Victoria Day Easter Monday Thanksgiving Day
Remembrance Day Canada Day Boxing Day
Christmas Day Family Day British Columbia Day
and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Employer further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employees 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.

Future/proposed language

The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:
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 Boxing Day
and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Employer further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employees 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.

Change due to addition of National Day of Truth and Reconciliation.



BCCNM Representative

Date: Nov 14, 2023



BCCNM Representative

Date: Nov 14, 2023



Union Representative

Date: Nov 14/23



Union Representative

Date: Nov 14/23



AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping and title addition

Article: 9.07 – Leave of Absence Without Pay

Current language	Future/proposed language
9.07 Any employee may apply for, and where possible receive, up to six (6) months leave of absence without pay for reasons other than sick leave. Permission for such leave must be obtained in writing from the Employer.	9.07 Leave of Absence Without Pay Any employee may apply for, and where possible receive, up to six (6) months leave of absence without pay for reasons other than sick leave. Permission for such leave must be obtained in writing from the Employer.

Adding title to an Article for easy reference.


BCCNM Representative
Date: Nov 14, 2023

BCCNM Representative
Date: NOV 14, 2023


Union Representative
Date: Nov 14/23

Union Representative
Date: _____

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Employer Counter Proposal on UP#5v2

Article: 9.09 – Pregnancy and Parental Leave

Current language

9.09 Pregnancy and Parental Leave

The pregnancy and parental leave provisions in the Employment Standards Act of the Province of British Columbia shall apply.

Future/proposed language

EMPLOYER RCOUNTER PROPOSAL

9.09 Maternity (Pregnancy), Parental and Adoption Leave

(a) Maternity (Pregnancy), Parental and Adoption Leave shall be granted in accordance with the Employment Standards Act of BC.

(b) Maternity (Pregnancy) Leave Supplemental Employment Insurance Benefits (SEIB) Plan

(1) An employee who qualifies for and takes maternity (pregnancy) leave pursuant to Article 9.09 (a) Maternity (Pregnancy), Parental and Adoption Leave above is eligible to apply for a maternity (pregnancy) leave allowance in accordance with the Supplemental Employment Insurance Benefit Plan (SEIB) Plan.

(2) Application for the SEIB Plan to receive a maternity (pregnancy) leave allowance is completely voluntary and must be made prior to commencement of the maternity (pregnancy) leave.

(3) In order to receive this allowance, an employee must:

- i. Be actively employed in a regular full-time capacity for at least 12 continuous months prior to the expected due date (Employees who are required to be on medical leave due to pregnancy complications will not be disqualified);
- ii. Provide the Employer proof that they are eligible for and in receipt of maternity employment insurance (EI) benefits pursuant to the Employment Insurance Act;
- iii. Sign a SEIB Participation Form to confirm that at the end of the leave, they will return to work and remain in the Employer's active employ on a full-time basis for a period of at least 12 months, or they will repay the Employer the maternity (pregnancy) leave

allowance received on a pro rata basis; The amount to be repaid will be determined by reference to the period of time the employee remains in BCCNM's active employ (based on their FTE during this period of time) after returning to work with BCCNM. (For example: If the employee returns to active employment at a part-time FTE of 0.5, they must return to active employment for 24 months to fulfill the return to active employment period and not be subject to repayment.)

- (4) An employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for **maternity (pregnancy) leave allowance**.
- (5) An employee who has applied and received a **maternity (pregnancy) leave allowance** will not be eligible for another **maternity (pregnancy) leave allowance** until they have returned to active full-time employment from the initial leave for at least 12 months, or equivalent amount of time if the employee returns to active employment on a part time basis.
- (6) Pursuant to the SEIB plan, the **maternity (pregnancy) leave allowance** will consist of:
 - i. **Benefit Waiting Period (if required by Employment Insurance):** One (1) week at **seventy-five percent (75%)** of the employee's basic pay;
 - ii. **Fifteen (15) additional weeks' allowance**, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and **seventy-five percent (75%)** of the employee's basic pay.
 - iii. For clarity, **basic pay is the employee's current base salary at the time of the maternity (pregnancy) leave.**


Article title update and Employer counter proposal on the addition of **Maternity (Pregnancy) Leave Allowance** under a Supplemental Employment Insurance Benefits (SEIB) Plan


BCCNM Representative

Date: *Jan 26, 2024*


BCCNM Representative

Date: *Jan 26/24*


Union Representative

Date: *January 26, 2024*


Union Representative

Date: *Jan 26/2024*

AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 9.10 – Family Responsibility Leave

Current language

In case of illness or an emergency in the immediate family, an employee may be granted necessary time off without loss of basic pay, in order to make suitable arrangements. Such leave will be limited to a maximum of one (1) day at any one time, and to a maximum of twenty (20) hours total per calendar year, and may be taken up to a maximum of five (5) occasions per calendar year. The Employer may grant additional leave with or without pay, as the occasion merits. The employee may be required to provide supporting evidence under such circumstances. For the purposes of this provision, "immediate family" is as defined in **Article 9.09.**

Future/proposed language

In case of illness or an emergency in the immediate family, an employee may be granted necessary time off without loss of basic pay, in order to make suitable arrangements. Such leave will be limited to a maximum of one (1) day at any one time, and to a maximum of twenty (20) hours total per calendar year, and may be taken up to a maximum of five (5) occasions per calendar year. The Employer may grant additional leave with or without pay, as the occasion merits. The employee may be required to provide supporting evidence under such circumstances. For the purposes of this provision, "immediate family" is as defined in **Article 9.08 - Bereavement Leave.**

re-ordering due to Collective Agreement changes in the past.



BCCNM Representative

Date: **Nov 14, 2023**



BCCNM Representative

Date: **Nov 14, 2023**



Union Representative

Date: **Nov 14/23**



Union Representative

Date:



**BC COLLEGE OF NURSES AND MIDWIVES
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	9.14	NEW—First Responder Leave	

EMPLOYER COUNTER IN RED

9.14 First Responder Leave

Employees who are volunteer emergency and rescue workers may request up to three (3) days unpaid leave will receive five (5) days paid leave to provide emergency services when dispatched.

E&OE
Signed off this 14th day of NOVEMBER 2023

For the Union

For the Employer

AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 10.01 (b) Sick Leave, Welfare Plans, Pension Plan

Current language

Current numbering goes 10.01 (a) (c) (d)

Future/proposed language

Change to 10.01 (a), (b), (c)

Re-ordering due to Collective Agreement changes in the past.


BCCNM Representative

Date: Nov 14, 2023


BCCNM Representative

Date: Nov 14, 2023


Union Representative

Date: Nov 14/23


Union Representative

Date: Nov. 14/23



**BC COLLEGE OF NURSES AND MIDWIVES
PROPOSALS 2024
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union Number	Affected Article/MOU	Date:	Time:
UP#8	Article 10.02	<p><i>Amend</i> benefits 10.02(a)</p> <p>Housekeeping in 10.02(d) and 10.02(e)</p> <p>10.02(h) – Clarifying that benefit premiums continue to be paid by the employer for employees on paid leaves or on certain ESA approved leave.</p> <p>New 10.02(i) – change in coverage and Union involvement</p>	

EMPLOYER COUNTER IN RED (tabled Jan 26, 2024)

10.02 Health and Welfare Plan

(a) The Employer shall arrange to make available to regular full-time employees who have completed their probationary period a health and welfare plan* as follows.

Medical Services Plan	As provided by the Province of British Columbia
Extended Health	No annual deductible.
Dental Plan	<p>Part A (Basic): 100% coverage</p> <p>Part B (Major): 80% 100% coverage</p> <p>Part C (Orthodontic): 50% 100% coverage</p> <p>Limit of \$2,500.00 per individual per calendar year; limit of \$2,500.00 \$5000 per lifetime on orthodontic services.</p>
Group Life	<p>\$25,000.00 that shall continue until employees reach the age of 75</p> <p>\$50,000.00, reduced by 50% at age 65 and terminates at age 71. Life insurance will not continue beyond age 65 if not actively working.</p>

E&OE
Signed off this

26th

day of

20

24

For the Union

For the Employer

Accidental Death & Dismemberment	\$25,000.00 <u>Principal amount that shall continue until employees reach the age of 75</u> <u>\$50,000.00, reduced by 50% at age 65 and terminates at age 71. Life insurance will not continue beyond age 65 if not actively working.</u>	
Weekly Indemnity	75% of employee's earnings to a maximum of \$750.00 \$1000.00 \$750.00 per week. Benefits to commence the first calendar day of accident and the eighth calendar day of illness for a maximum of seventeen (17) weeks.	
Long Term Disability	75% of monthly earnings to a maximum of \$3,000.00 \$5,000.00 \$4,000.00 per month. <u>Any amount of LTD insurance over \$4000.00 is subject to approval of evidence of insurability.</u>	
Vision Care	Limit of \$200.00 per individual per calendar year In addition to: Eye exams 100% coverage Limit of one (1) eye exam every two (2) years for adults and every year for dependent children.	
<u>Paramedicals</u>	<u>Naturopath</u> <u>Physiotherapy</u> <u>Massage Therapy</u> <u>Chiropractor</u>	<u>Covered at 80%, to a maximum of 1500.00 \$750.00 \$300.00 per calendar year combined</u>
	<u>Psychologist</u> <u>Registered Clinical Counsellor</u> <u>Social Worker</u>	<u>Covered at 80%, to a maximum of 1500.00 \$750.00 \$300.00 per calendar year combined</u>

*See detailed health and welfare plan for guidance, limits and restrictions.

- (b) All existing full-time employees who have completed the probationary period shall join the plan on the first day of the month following the execution of this Agreement. New employees and existing employees who have not yet completed the probationary period will be eligible to participate in the health and welfare plan on the first day of the month following successful completion of the probationary period.

E&OE
Signed off this

26th

day of

January

20

2021

For the Union

For the Employer

- c) All eligible employees shall participate in the plan as a condition of employment. Enrollment in the plan or any portion of the plan is not completed until the employee has signed any required application forms and the insurer has confirmed acceptance of the application.
- d) The premium cost of the benefit coverage set out under ~~Paragraph (a)~~ Article 10.02(a) above will be paid 100% by the Employer.
- e) The Union recognizes that the Employer's obligation is restricted to making a plan available per Article 10.02(a) and paying the premiums required by Article 10.02(d) above. Eligibility for and/or entitlement to any of the benefits outlined in Article 10.02(a) shall be governed by the terms and conditions of the plan itself.

Disputes about such matters shall be between the employee and the insurer and will be resolved in accordance with the plan itself and not arbitrated under the collective agreement.

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefits plans and that neither the Union nor the Employer has any direct responsibility for ensuring that all requirements for eligibility, coverage or benefit entitlement are met by the employee beyond the obligations specifically stipulated in this Agreement. The Union will be provided with a copy of the Plan documents as well as any modifications or changes to the Plan which may be made from time to time by the carrier.

- f) Employees shall be granted extended sick leave of absence without pay of up to six (6) months, with up to one (1) year of service, and twelve (12) months if over one (1) year of service, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave seniority will be retained.
- g) Subject to Article 10.02(h), if an employee who has been covered by the health and welfare plan is laid-off or on leave of absence for any reason, the employee's coverage under the plan shall continue until the end of the month in which the lay-off or leave of absence commences.

Employees on a leave of absence shall have the option of maintaining coverage under the Medical Services, Extended Health, Dental, Group Life and Accidental Death and Dismemberment Plans for a period of ninety (90) days from the date of the or absence if the employee pays the full cost (100%) of the premiums required for coverage during such period, fully paid to the Employer in advance or by monthly post dated cheques before the leave commences.

When an employee returns to work after lay-off or authorized leave of absence the employee shall be reinstated to coverage under the plan effective the first day of the calendar month following the date of return providing the employee is still employed on the first working day of that month.

- h) **The Employer shall continue to pay the premium cost of the benefit coverage while an employee is on weekly indemnity (not long term disability), or when an employee is on an approved leave per**

E&OE
Signed off this

26th

day of

January

20

24

For the Union

For the Employer

~~Article 9 (Annual Vacations and Leave of Absence) or on an approved leave per Part 6 of the Employment Standards Act.~~

~~Article 9.07 Leave of Absence Without Pay shall not apply, Article 9.11 (Gender Transition Leave) shall not apply unless the employee has taken leave pursuant to Article 10 (Sick Leave, Welfare Plan and Pension Plan).~~

~~or when an employee is on an approved leave per Article 9 (Annual Vacations and Leave of Absence) or on an approved leave per Part 6 of the Employment Standards Act.~~

~~i) Changes in Coverage~~

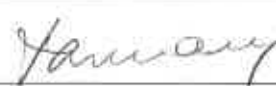
- ~~i. No change shall occur to the coverage provided to employees under the Canada Life Extended Health and Dental Benefit Plan (Policy No. 57621) without the express written agreement of the Union including the benefits cost of the Canada Life Extended Health and Dental Benefit Plan (Policy No. 57621) as referenced in Article 11.~~
- ~~ii. If the Employer proposes to change carriers for any part or element of the Canada Life Extended Health and Dental Benefit Plan (Policy No. 57621), it shall be subject to the following conditions:
 - ~~a) benefit coverage in the new plan must be equal to or greater than existing coverage;~~
 - ~~b) the Union must agree to the change (after a review of all relevant documents); and~~
 - ~~c) the Union and the Employer will discuss improving coverage if a switch in carriers would result in a substantial cost savings.~~~~

E&OE

Signed off this

 26th

day of

 January

20

 24

For the Union



For the Employer



AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping and title addition

Article: 10.02 (f) – Extended Sick Leave

Current language

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

Future/proposed language

10.02 (f) **Extended Sick Leave**
Employees shall be granted extended sick leave of absence without pay of up to six (6) months, with up to one (1) year of service, and twelve (12) months if over one (1) year of service, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave seniority will be retained.

Adding title to an Article for easy reference.



BCCNM Representative

Date: **Nov 14, 2023**



BCCNM Representative

Date: **Nov 14, 2023**



Union Representative

Date: **Nov 14/23**



Union Representative

Date:

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 10.02 (g)

Current language

Subject to Article 10.02(h), if an employee who has been covered by the health and welfare plan is laid-off or on leave of absence for any reason, the employee's coverage under the plan shall continue until the end of the month in which the lay-off or leave of absence commences. Employees on a leave of absence shall have the option of maintaining coverage under the Medical Services, Extended Health, Dental, Group Life and Accidental Death and Dismemberment Plans for a period of ninety (90) days from the date of the or absence if the employee pays the full cost (100%) of the premiums required for coverage during such period, fully paid to the Employer in advance or by monthly post dated cheques before the leave commences. When an employee returns to work after lay-off or authorized leave of absence the employee shall be reinstated to coverage under the plan effective the first day of the calendar month following the date of return providing the employee is still employed on the first working day of that month.

Future/proposed language

Subject to Article 10.02(h), if an employee who has been covered by the health and welfare plan is laid-off or on leave of absence for any reason, the employee's coverage under the plan shall continue until the end of the month in which the lay-off or leave of absence commences. Employees on a leave of absence shall have the option of maintaining coverage under the Medical Services, Extended Health, Dental, Group Life and Accidental Death and Dismemberment Plans for a period of ninety (90) days from the date of the ~~or~~ absence if the employee pays the full cost (100%) of the premiums required for coverage during such period, fully paid to the Employer in advance or by monthly post dated cheques before the leave commences. When an employee returns to work after lay-off or authorized leave of absence the employee shall be reinstated to coverage under the plan effective the first day of the calendar month following the date of return providing the employee is still employed on the first working day of that month.

Grammatical Error



BCCNM Representative

Date: Nov 14, 2023



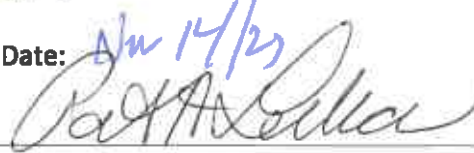
BCCNM Representative

Date: NOV 14, 2023



Union Representative

Date: Nov 14/23



Union Representative

Date: NOV. 14/23

AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 10.03 Municipal Pension Plan

Current language

All regular full-time and regular part-time employees shall participate in the Municipal Pension Plan as a condition of employment upon satisfactory completion of their probationary period and appointment to permanent staff. The contributions shall be as determined in the regulation of that plan, and any changes thereto.

Future/proposed language

All regular full-time and regular part-time employees shall participate in the Municipal Pension Plan as a condition of employment ~~upon satisfactory completion of their probationary period and appointment to permanent staff.~~ Eligibility and participation in the plan is governed by the terms and conditions of the MPP. The contributions shall be as determined in the regulation of that plan, and any changes thereto.

Increasing the accuracy of the language.



BCCNM Representative

Date: Nov 14, 2023



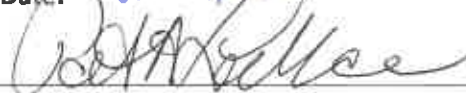
BCCNM Representative

Date: NOV 14, 2023



Union Representative

Date: Nov 14/23



Union Representative

Date: NOV 14/23

AGREEMENT
Between:
BC College of Nurses and Midwives.
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 11.02

Current language

11.02

Any position not covered by Appendices "A" and "B", 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 as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration Procedure, as defined in **Articles 18 or 19** of this Agreement.

Future/proposed language

11.02

Any position not covered by Appendices "A" and "B", 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 as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration Procedure, as defined in **Article 20 - Arbitration and Mediation** of this Agreement.

Incorrect numbering



BCCNM Representative

Date: **Nov 14, 2023**



BCCNM Representative

Date: **Nov 14, 2023**



Union Representative

Date: **Nov 14, 2023**



Union Representative

Date:

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping and title addition

Article: 12.07 – Accumulative Seniority

Current language

12.07
Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

Future/proposed language

12.07 **Accumulative Seniority**
Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

Adding title to an Article for easy reference.



BCCNM Representative

Date: **Nov 14, 2023**



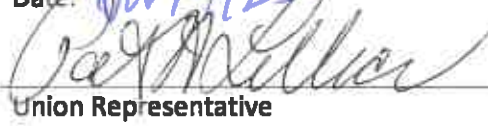
BCCNM Representative

Date: **Nov 14, 2023**



Union Representative

Date: **Nov 14/23**



Union Representative

Date:

AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 14.12

Current language

It is a condition of employment for employees in the positions of Cashier, and in other positions requiring regular cash handling, to be bondable and to be bonded according to the requirements of the Employer.

Future/proposed language

It is a condition of employment for employees in **accounting positions**, and in other positions requiring regular cash handling, to be bondable and to be bonded according to the requirements of the Employer.

BCCNM no longer has a "cashier" role



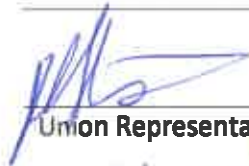
BCCNM Representative

Date: **NOV 14, 2023**



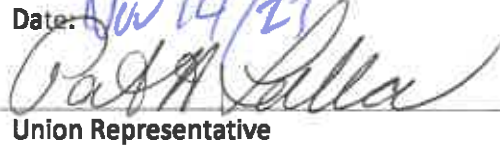
BCCNM Representative

Date: **NOV 14, 2023**



Union Representative

Date: **Nov 14/23**



Union Representative

Date:

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Update language

Article: 15.02

Current language

Definition of Protected Ground

"Protected Ground" means a protected ground under the British Columbia *Human Rights Code* and section 6 of the British Columbia *Labour Relations Code* and includes race, colour, ancestry, place of origin, political belief, religion, marital or family status, sex, sexual orientation, age, physical or mental disability, conviction for a criminal or summary conviction offence unrelated to employment, or membership or activity in a trade union.

Future/proposed language

Definition of Protected Ground

"Protected Ground" means a protected ground under the British Columbia *Human Rights Code* and section 6 of the British Columbia *Labour Relations Code* and includes **Indigenous identity**, race, colour, ancestry, place of origin, political belief, religion, marital or family status, sex, sexual orientation, **gender identity or expression**, age, physical or mental disability, conviction for a criminal or summary conviction offence unrelated to employment, or membership or activity in a trade union.

Ensuring CA language is current and reflects the BC Human Rights Code


BCCNM Representative

Date:

Nov 14, 2023


BCCNM Representative

Date:

Nov 14, 2023


Union Representative

Date:

Nov 14/23


Union Representative

Date:



(Canadian Office and Professional Employees Union, Local 378)

COLLEGE OF NURSES AND MIDWIVES
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	Article 19	<i>AMEND - List of Arbitrators</i>	

EMPLOYER COUNTER IN RED

ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION



At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, either party may refer the unresolved grievance to Alternate Dispute Resolution as set out below.

1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to ~~Article 19~~ Article 20 (Arbitration and Mediation).
2. Should either party seek a third party “non-binding option,” the parties agree to exchange a brief written statement including the following:
 - a. a summary of the grievance
 - b. the alleged violation of the collective agreement, and
 - c. the remedy sought

Such written statement will be referred to one of the following arbitrators listed below: ~~Chris Sullivan (or an alternate agreed between the parties) for mediation and a non-binding recommendation to settle the grievance.~~

- ~~Mark Brown~~
- ~~Riek Coleman~~
- ~~Jacque de Aguayo~~
- ~~Elaine Doyle~~
- ~~Christopher Foy~~
- ~~Jessica Gregory~~
- John Hall
- Julie Nichols
- Chris Sullivan
- ~~Alison Matacheskie~~

E&OE
Signed off this 26th day of January 2024.

For the Union  For the Employer 

Randy Noonan
Arnie Peltz
Amanda Rogers
Ken Saunders

3. The parties may provide to the Mediator chosen above, an Agreed Statement of Facts.
4. The Mediator's recommendations will be issued within two (2) weeks of the Mediation.
5. The Mediator's recommendations will be privileged and will not be referred to at any time for any purpose.
6. The Mediator's recommendations will be without prejudice and will have non-precedential value in any other proceeding.
7. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
8. The cost of the Mediator's intervention will be shared equally by the parties.
9. The continued credibility of the process depends upon both parties recognizing the scope of this Alternate Dispute Resolution process.

EMPLOYER



Jan 26/24

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: 19

Current language

The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 19 – Arbitration.

Future/proposed language

The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article **20** – Arbitration.

Correcting numbering



BCCNM Representative

Date: Nov 14, 2023



BCCNM Representative

Date: Nov 14, 2023



Union Representative

Date: Nov 14/23



Union Representative

Date:

AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Change to named list of Arbitrators

Article: 20

Current language

List of Arbitrators:


- 1) David McPhillips
- 2) Julie Nichols
- 3) Hall, John
- 4) Elaine Doyle

Future/proposed language

List of Arbitrators:

- ~~1) David McPhillips~~
- 1) Julie Nichols
- 2) John Hall
- 3) Elaine Doyle

One of the Arbitrators has passed away. Removing from list.



BCCNM Representative

Date: Jan 26/24.



BCCNM Representative

Date: Jan 26, 2024



Union Representative

Date: Jan 26/24



Union Representative

Date: Jan 26/24

LETTER OF UNDERSTANDING

BETWEEN

**BRITISH COLUMBIA COLLEGE OF NURSES AND MIDWIVES
("the Employer")**

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION LOCAL 378
dba as
Movement of United Professionals (MoveUP)**

("the Union")

RE: DEVELOPING TESTING

Current testing options are not doing a sufficient job in meeting manager needs for BCCNM Union roles.

The Employer is intending to develop testing for its union roles to better meet the College's work requirements. In that regard, the College will develop an approach and seek Union input to ensure the approach is effective in the College's environment moving forward.

The intended timeline is to have these new tests developed and adopted by the end of December 2024. In the meantime, the existing testing approach will continue to be in place.



Katherine Graham
Chief Officer, Communications and People

British Columbia College of Nurses and Midwives

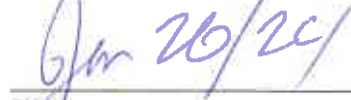


Date:



Daniel Storms
Union Representative

Movement of United Professionals



Date:

AGREEMENT

Between:

BC College of Nurses and Midwives

And

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

Term: January 1, 2024, to [to be determined]

Proposal: Housekeeping

Article: Job Descriptions

Current language

Accounting Assistant Category 3
Qualifications and Expectations
Must be bondable.

Future/proposed language

Accounting Assistant Category 4
Qualifications and Expectations
Add **Must be bondable.**

Ensuring qualifications for accounting Assistant Category 3 and 4 both reflect requirement to be bondable



BCCNM Representative

Date: NOV 14, 2023



BCCNM Representative

Date: NOV 14, 2023



Union Representative

Date: NOV 14/23



Union Representative

Date: NOV. 14/23

AGREEMENT
Between:
BC College of Nurses and Midwives
And
Canadian Office and Professional Employees Union, Local 378 (MoveUP)
Term: January 1, 2024, to [to be determined]

Proposal: Employer Counter Proposal on UP#13v4

Article: Appendix A – Wage and Term (with Maternity Top up allowance)

Current language	Future/proposed language
N/A	<p>Year 1: 4.5% increase (effective January 1, 2024) Year 2: 3.5% increase (effective January 1, 2025) Year 3: 3.0% increase (effective January 1, 2026) Year 4: 2.5% or Average CPI* whichever is higher, to a maximum of 3.0% increase (effective January 1, 2027)</p> <p>*Average Consumer Price Index (CPI) based on previous calendar year from January 1 to Dec 31.</p>



BCCNM Representative

Date: Jan 26, 2024



BCCNM Representative

Date: Jan 26/24



Union Representative

Date: January 26, 2024



Union Representative

Date: Jan - 16/2024