COLLECTIVE AGREEMENT

Between

CUPE BC AND LOCALS

(hereinafter termed the "Employer")

And

(Canadian Office and Professional Employees Union, Local 378)

(hereinafter termed the "Union")

January 1, 2025 to December 31, 2026

COLLECTIVE AGREEMENT

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 403, 523, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879
AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

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BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 403, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879
(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;

ARTICLE 1 — PURPOSE

1.01

British Columbia is located on the homelands of over 200 distinct Indigenous nations and cultures; with over 30 different languages and close to 60 unique dialects are spoken in the province.

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous peoples. We acknowledge that the headquarters and where we gather is on the unceded territory of the xʷməθkʷəy̓əm (Musqueam), Sḵwx̱wú7mesh Úxwumixw (Squamish), səlilwətaɬ (Tsleil-Waututh), qiqéyt (Qayqayt), S'ólh Téméxw (Stó:lō), Nłeʔkepmx Tmíxʷ (Nlaka'pamux), Syilx tmixʷ (Okanagan), sq̓əc̓iy̓aʔɬ təməxʷ (Katzie), sc̓əwaθenaʔɬ təməxʷ (Tsawwassen), kʷikʷəƛ̓əm (Kwikwetlem), Secwepemcúl'ecw (Secwépemc), Kwantlen, Stz'uminus, Semiahmoo and Coast Salish First Nations.

We recognize and deeply appreciate their historic connection to this place. We recognize the contributions they have made, both in shaping and strengthening our communities, our province and our country as a whole.

This recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities.

1.02

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

2.01

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP (Canadian Office and Professional Employees Union, Local 378), and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

2.02

All members shall be required to use their Union Label.

2.03

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions.

The Union Label shall be the official Union Label of MoveUP (Canadian Office and Professional Employees Union) with the designation of Local 378 and shall remain the sole property of the Union.

2.04

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

2.05

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

2.06

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

2.07

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE 3 — UNION SECURITY

3.01

The Employer agrees that all employees shall maintain Union membership in MoveUP (Canadian Office and Professional Employees Union) as a condition of employment.

3.02

When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. The Employer may also post externally in concurrence with the dispatch request, in case qualified MoveUP members are unavailable for dispatching. It is understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.

3.03

Upon commencing employment the Employer will have any new employee complete and sign the COPE 378 membership application card and the dues, initiation, assessments deduction authorization. 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 (15) of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward.

3.04

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

ARTICLE 4 — THE RIGHTS of the EMPLOYER

4.01

The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause, the Employer also has the right to establish policy rules and organize the work force subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Articles 18 and 19. COPE 378 members will be instructed not to interpret the Employer's Collective Agreement.

ARTICLE 5 — DEFINITION of EMPLOYEES

5.01 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for the first sixty (60) working days of employment. After sixty (60) working days of employment, an employee will become regular.

A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first sixty (60) working days of employment.

5.02 Regular

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

5.03 Regular Part-Time

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

a) Sick leave entitlement shall be on a pro rata basis consistent with the time employed.

b) After three (3) months service, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.

c) Annual vacation entitlement shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.

5.04 Temporary

a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Article 5.04(b) below, whereupon such employee shall attain regular status.

A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.

b) Temporary employees hired to replace employees on leave of absence under Articles 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.

c) A temporary employee shall be entitled to a combined Statutory, Annual Vacation Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.06.

5.05 Casual

a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.

b) A casual employee shall be entitled to a combined Statutory, Annual Vacation Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.06.

5.06

The Employer or their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 — UNION REPRESENTATION

6.01

The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

6.02

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration.

The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.

6.03

The Employer recognizes the Union's right to select Stewards and designate Union Representatives to represent its members. The Union agrees to provide the Employer with a list of Stewards, their locations and the name of the Union Representative. The Employer agrees that such Stewards and Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, permission to leave work or meet with an employee during working hours.

6.04

Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer.

6.05

Leave of absence may be requested by the Union to cover full-time duties as an officer of the Union without loss of seniority or benefits coverage, so long as there is no cost to the Employer and the Union shall pay all benefits monthly.

Leave of absence may be granted by the Employer to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- Leave of absence will be subject to operational needs and will not be unreasonably withheld

- The period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.

6.06

a) With the prior approval of the Employer, a maximum of two (2) employees shall be granted leave, without pay, to participate in collective bargaining preparation.

b) With the prior approval of the Employer, a maximum of two (2) employees shall be granted leave, with pay, to participate in collective bargaining negotiations with the Employer.

c) For clarity, the current union practice is one (1) employee from the locals and one (1) employee from the regional office are elected to the bargaining committee.

ARTICLE 7 — HOURS of WORK and OVERTIME

7.01 Regular Work Day

A regular work day shall consist of six and one-half (6½) hours between the hours of 8:00 a.m. and 5:00 p.m.

7.02 Regular Work Week

A regular work week shall consist of thirty-two and one-half (32½) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

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 week's notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

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

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

c) The Employer shall specify the hours of work and the schedule of the hours to be 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 week's notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

d) Where an established practice or procedure is already in place, it will continue.

e) 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 Employer and employee.

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 (½) hour.

7.05

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.

7.06 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per 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.

7.07

All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

7.08

All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

7.09

Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.

7.10

Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) day's notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7 shall be separate and apart from the above premium provisions.

7.11

Overtime shall be voluntary. Overtime shall first be offered to the employee who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.

7.12

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

7.13

Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

ARTICLE 8 — STATUTORY HOLIDAYS

8.01

The Employer agrees to provide all regular 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 and/or Federal Government.

Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. 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 lieu 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.

8.02

In the event any of the holidays enumerated in the foregoing Article 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

8.03

All work days between December 24th and January 1st shall be time off with pay. Statutory Holidays falling on the weekend after the Holiday Shutdown shall be observed. 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.

Holiday Shutdown

	SAT	SUN	M	TU	W	TH	F	SAT	SUN	M	**TU**	**W**	TH	F	SAT	SUN	M
2022	24	25	26	27	28	29	30	31	1	2	3						
2023		24	25	26	27	28	29	30	31	1	2	3					
2024		22	23	24	25	26	27	28	29	30	31	1	2				
2025		21	22	23	24	25	26	27	28	29	30	31	1	2			
2026		20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4
2027		19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3
2028		24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8

Weekend

Holiday Closure – paid day off by employer. Includes Stat days.

Observed Stat Holiday

Regular Work Day

ARTICLE 9 — ANNUAL VACATIONS

9.01

a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days.

Payment for such vacation period shall be at the employee's current wage rate or six (6%) percent of gross earnings for the period in which the vacation was earned, whichever is greater.

b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

9.02

Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

9.03

For each year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

9.04

Years of Service	Vacation Days	Total Vacation Hours
1 – 4	15 Days	97.5 Hours
5	20 Days	130 Hours
6	21 Days	136.5 Hours
7	22 Days	143 Hours
8	23 Days	149.5 Hours
9	24 Days	156 Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours
13	28 Day	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours

9.05

Payment for vacation entitlements outlined in Article 9.03 above shall be:

a) 21 and 22 days - eight (8%) percent of gross earnings or current wage rate, whichever is greater.

b) 23 to 27 days inclusive - ten (10%) percent of gross earnings or current wage rate, whichever is greater.

c) 28 days and over - twelve (12%) percent of gross earnings or current wage rate, whichever is greater.

9.06

On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

9.07

Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.

9.08

The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.

9.09 Past Service Credits

All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.

9.10

Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

9.11

All vacations must be taken within one (1) year of being earned. Requests to carry forward vacation for one additional year will not be unreasonably denied.

ARTICLE 10 — LEAVE of ABSENCE

10.01

An employee may apply for, and where possible receive, up to one (1) year unpaid leave (including leaves for education) of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing.

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.

10.02 Bereavement Leave

a) In cases of death in the immediate family, an employee shall be granted up to five (5) working days leave of absence with full pay.

Members of the immediate family include:

- Partner/spouse of the employee;
- Child, step-child or foster child of the employee or of the employee's partner/spouse;
- Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;
- Sibling of Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;
- Grandparent or step-grandparent of the employee or of the employee's partner/spouse;
- Grandchild or step-grandchild of the employee or of the employee's partner/spouse;
- Partner/spouse of a child of the employee;
- Sibling of the employee;
- Sibling-in-law of the employee;
- Children of sibling or sibling-in-law of employee or partner
- Traditional or customary adopted children of employee or partner
- A relative of the employee who permanently resides with the employee and who is dependent upon the employee for care and assistance.
- or individuals who are like a close relative, whether or not they are related by blood, adoption, marriage or common law relationship, or in the event of a person not listed above an employee can request bereavement leave and consideration will be made by the employer.

b) If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to their vacation entitlement.

c) A one (1) day leave of absence shall be granted to an employee to attend a service for the death of a friend or relative not covered by Article 10.2 (a).

d) Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

10.03 Maternity and Parental Leave

a) For the purpose of this Article, "spouse" includes common-law partner within the meaning of the Family Law Act.

b) Maternity 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 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 maternity and parental leave.

10.04 Leave for Medical/Dental Appointments

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for their own medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twenty-four (24) hours in any calendar year. Forty-eight (48) hours notice to the Employer is required whenever possible.

10.05 Family Responsibility Leave

a) To meet responsibilities related to care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family, the employee shall be entitled to use entitlement from the sick leave bank up to two (2) days at any one time for this purpose. Upon request, additional time may be approved.

b) In the event of a serious illness or injury to a spouse, dependent or non-dependent child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the accumulated sick leave bank.

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.

10.07 Gender Alignment Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to seek medical intervention for surgical reconstruction or alignment with their gender 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.

10.08 ESA Leave

The Employer will grant time off to employees who meet the eligibility criteria for any other leave(s) as outlined in relevant provincial Employment Standards or Employment Insurance (EI) legislation. Additional leaves include COVID-19 related leaves, Critical Illness or Injury Leave, Compassionate Care Leave or Caregiving Leave, Leave Respecting the Disappearance or Death of a Child, Reservists' Leave and any and all other leaves as set forth by applicable legislation. Leave will be granted in accordance with immediate family definition outlined in Article 10.02.

10.09 Quarantine Leave

An employee shall be allowed time off with pay from work during a period of mandated quarantine and mandated isolation, if they are unable to work remotely and are not sick. Proof of mandated quarantine or isolation may be requested by the Employer.

10.10 Menstrual & Menopause Leave

An employee is entitled to use paid sick leave days under Article 11.01, in the event of inability to perform work duties because of menstruation and menopause, and their associated symptoms. No medical certificate will be required.

10.11 Indigenous Cultural Leave

Indigenous employees are entitled to up to five (5) days leave with pay per calendar year to observe or participate in traditional indigenous activities that connect these employees to their culture and language.

10.12 Cultural Leave

Employees are entitled to up to one (1) day leave with pay per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' faith or culture.

ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

11.01 Sick Leave

a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of fifty (50) actual working days. All costs associated with procuring employer-requested doctor's certificates will be borne by the Employer.

b) 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 Employer 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. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

c) 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, beyond the paid sick leave entitlement provided in Article 11.01, 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.

The Employer will continue to remit premiums for health, pension and welfare as required during periods on wage indemnity.

11.02 Medical Plan

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

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 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 plan.

11.04 Dental Plan

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 - eighty percent (80%)
Part C - sixty percent (60%) (Ortho coverage, with a $3,000.00 lifetime limit)

11.05 Extended Health Benefit Plan

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of one thousand dollars ($1,000.00) every twenty-four (24) months, a hearing aid option of three hundred dollars ($300.00), lifetime limit, coverage of registered psychologist treatments up to two thousand dollars ($2,000.00) every twelve (12) months, acupuncture up to one thousand dollars ($1,000.00) every twelve (12) months, chiropractor up to one thousand dollars ($1,000.00) every twelve (12) months, and coverage for all vaccines including Shingles vaccine. Premium costs shall be fully paid by the Employer.

Extended health care lifetime limit to be increased to $1,000,000 effective May 1, 2009.

11.06 Pension Plan

All employees commencing employment after July 9, 2009 will be enrolled and participate in the Municipal Pension Plan.

11.07 Group Life Insurance

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide eighty thousand dollars ($80,000.00) for Life Insurance Coverage and Accidental Death and dismemberment benefits.

11.08 E.I. Premium Rebate

The Employer agrees that five-twelfths (5/12ths) of the E.I. Premium Reduction will be paid back to the employee annually, where applicable.

11.09 Long Term Disability

The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [$3,000.00]).

An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on their return.

11.10 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.

11.11 Wellness Spending Account

The Employer will reimburse each employee for one hundred percent (100%) of employee costs for enrolling in a fitness facility membership, fitness program, purchasing fitness equipment or any other cost related to employee wellness initiatives, to a maximum of six hundred and fifty dollars ($650.00) annually.

ARTICLE 12 – WAGES

12.01

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

12.02

Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.

12.03

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales.

12.04

Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.

12.05

Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between gender identities in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

12.06

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

12.07

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (½) day except that if an employee is required to work at a higher classification on a recurring basis, i.e., each day, each week or each month, the higher rate of pay shall apply as provided in Article 12.06 foregoing.

12.08

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

12.09

The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

ARTICLE 13 – SENIORITY

13.01

Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.

13.02

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

13.03

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

13.04

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.

13.05

Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.

13.06

When on approved leave of absence on Union business under Article 6.05; sick leave and extended sick leave under Article 11.01 & 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01, will be credited with accumulative seniority as defined in Article 10.07.

13.07

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.

13.08

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14 – PROMOTION, LAYOFF AND RECALL

14.01

The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.

Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting.

Employees who are absent from their place of employment may make a preliminary application for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

All employees applying for the job posting shall be notified, in writing, of receipt of their application and whether they have been successful in receiving the new job.

14.02

Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at the employee's length of service step with the Employer.

14.03

When moving to another position an employee shall be allowed a trial period of up to thirty (30) working days. Should the employee be considered unsuitable during the trial period, they shall be returned to their former position or one of equal rank. Salary shall be at the service step paid prior to moving or the step they might have achieved by service had they not been moved. The Employer, upon request by the employee, shall return them to their former position during the trial period.

14.04 Layoff

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

> The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs, as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

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) 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 twelve (12) weeks' notice.

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

14.06

Any regular or regular part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year. Any employee so affected may choose to terminate their employment at any time during the recall period and receive severance pay in the amount of one (1) week for each year of service to a maximum of twelve (12) weeks.

14.07 Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail or e-mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it or possibly lose rights of seniority and recall, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby. An employee having to give notice to another Employer shall be deemed as having complied with this ten (10) day period.

14.08

Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

14.09

Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

ARTICLE 15 – GENERAL

15.01

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

15.02

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

15.03

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit.

Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

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 week's notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

15.04 Jury Duty

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one-half (6½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6½) hours, shall be considered overtime and paid as such.

15.05

The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)

15.06

It is agreed by the Parties that the Agreement will be prepared by the Union for sign off by the parties.

15.07 Tuition Fees

The Employer agrees to pay tuition fees for continuing education courses as follows:

a) Employer initiated - 100% of course fees upon successful completion of course.

b) Employee initiated - 50% of course fees upon successful completion.

Courses must be employment-related and approved, in writing, by the Employer in advance.

15.08

The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance, in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

15.09

An employee appointed to a government Board or Agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be unreasonably denied.

15.10

Upon request an employee shall be entitled to review their personnel file annually and in the event of a grievance. The employee will have the option to have a Steward or representative present during the review. Disciplinary action shall be removed from an employee's file after 12 months for verbal or written warnings, and after 24 months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

15.11

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) composed of two Union representatives and two Employer representatives, with each party selecting its own representatives. The Committee may call upon additional persons for technical information or advice as agreed by the parties. This Committee shall meet as required by either party or a minimum of once a year for the purpose of discussion and making recommendations to the parties on issues relating to the workplace that affect the parties.

The purpose of the JLMC is to promote the cooperative resolution of workplace issues as well as other related matters that may be referred to it by the parties.

The JLMC will not alter the Collective Agreement without the expressed approval of all parties and will not address any issues in the grievance procedure process. Copies of the minutes will be sent to all interested parties.

15.12 Transit Subsidy

All employees utilizing public transit to commute for work will be reimbursed up to a maximum of $150 per month.

ARTICLE 16 – DISCHARGE AND TERMINATION

16.01

It is hereby agreed that the Employer has the right to discipline or discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge.

16.02

If an employee resigns without giving two (2) weeks' written notice, such employee shall forfeit all welfare plan benefits.

16.03

If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to their former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

16.04

An employee whose employment is terminated by the Employer, as set forth in Article 16.01 above, shall be paid all vacation credits and salary due upon such termination of employment.

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation

a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.

d) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.

c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

17.02

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

17.03

In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article, shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

17.04

A specified extension of the recall period, where recall is applied under Article 17.03 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

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 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.

ARTICLE 18 – GRIEVANCES

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.

STEP 1: The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Job Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative of the Union, who will then take up the grievance as set forth in this Article. The employee may or may not be present as they may elect.

STEP 2: Any grievance must be filled within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.

STEP 3: If no agreement can be reached on the grievance or dispute within ten (10) days from the date it was first presented by the Job Steward or Union Representative of the Union, the matter may then be referred to the Arbitration procedure outlined in Article 19 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

ARTICLE 19 – SINGLE ARBITRATOR

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to a Single Arbitrator as follows:

1. The party desiring arbitration under this Article will notify the other party, in writing, in accordance with the provisions of Article 18, Step 3.

2. The parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one of the parties declines the procedure, notice of Arbitration as provided in Article 19 may be given by either party.

3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the parties, settle the terms of question to be arbitrated and make their award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the parties to the dispute.

   The Arbitrator shall deliver their award, in writing, to each of the parties and this award shall be final and binding upon each of the parties and shall be carried out forthwith.

4. Each party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 – HEALTH AND SAFETY

20.01 Eye Examinations

Employees shall be entitled to the following:

(a) Eye examination by an Ophthalmologist/Optometrist of the employee's choice once per year.

(b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.

20.02 Office Equipment

The Employer will supply reasonable and adequate office equipment (to include work stations) and will consult with the COPE employees prior to purchasing and introducing new or upgraded equipment for the office.

It shall be the Employer's responsibility to ensure that all office equipment meets all WorkSafeBC and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard.

The Employer shall provide instruction in the safe and proper usage of all office equipment.

20.03 Sexual and/or Personal Harassment in the Workplace

(a) 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 of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(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 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 reached in Section (i) the Employer and the Union will, by mutual agreement, designate an unbiased third party to conduct an investigation.

When the respondent is an officer of the employing CUPE local, the following firms/investigators must be retained and designated to perform an investigation:

- Southern Butler Price LLP
- Moore Edgar Lyster LLP
- Gabriel Somjen,
    - If neither firm are available, another firm\investigator selected by mutual agreement by the Employer and the Union

The designate shall investigate the complaint and shall submit their report to the Union and Employer in writing within 14 days of the conclusion of the investigation. The Employer shall indicate to the Union what action, if any, shall be taken to resolve the issue.

(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.

(iv) Where the Union is not satisfied with the Employer's response or resolution, the Union may submit a grievance directly to Step 2 of the grievance procedure.

(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 respondent and the complainant if deemed necessary, such as the implementation of telecommuting arrangements for the complainant immediately upon complaint receipt if no such arrangements are already in place.

ARTICLE 21 – TELECOMMUTING

21.01

Telecommuting refers to a work arrangement under which employees work from an area outside of the office. Employees shall communicate with the Employer and perform their work by electronic or other means, normally from their residence.

Telecommuting may consist of either full-time telecommuting or a combination of telecommuting and work in the office.

The parties agree that no Employee shall be required to telecommute, and all telecommuting arrangements shall be by mutual agreement between the Employer and the Employee. Adversely, telecommuting arrangements shall not be unreasonably denied or rescinded by the Employer.

Rescindment of telecommuting arrangements will only be used to manage performance or absenteeism as an absolute last resort. The parties agree that employees will always be allowed an opportunity to correct performance-based inadequacies within the agreed telecommuting arrangement whenever possible.

Employees retain all rights and benefits of the Collective Agreement, including WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of working from home.

Employees will seek approval from the Employer if they intend to telecommute from any area that is not their residence. Employees will take necessary steps to ensure security of confidential information if telecommuting outside their residence. Telecommuting outside the Employee's residence is approved at the Employer's sole discretion and shall always be temporary in nature.

The Employer will provide all necessary equipment for the employee to perform their duties.

The Employer will be responsible for the repair, maintenance, and installation of this equipment.

ARTICLE 22 – DURATION

22.01

a) This Agreement will be in full force and effect on and after the ***1st day of January, 2025,*** to and including the ***31st day of December, 2026,*** and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, **2026,** or sixty (60) days prior to the 31st of December, in any year subsequent thereto.

b) When such notice is given, the provisions of this 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 lock-out, whichever first occurs.

22.02

It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

Signed at Burnaby, BC This 20th Day of December, 2025

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

Party of the First Part; *Party of the Second Part;*

"Original Signed"	***"Original Signed"***
Kiran Kooner, Executive Director, CUPE BC Division	Alina Teymory, Union Representative
	"Original Signed"
Tony Rebelo, Secretary-Treasurer, CUPE BC Division	Nathan Beausoleil, Sr. Union Representative
"Original Signed"	***"Original Signed"***
Paul Simpson – President, CUPE 379	Chika Buston – Bargaining Committee
	"Original Signed"
	Darci Schmid – Bargaining Committee
	Erica Rogers – Bargaining Committee

E&OE

APPENDIX "A"

JOB TITLES AND JOB LEVELS

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.

2. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that MoveUP members are hourly employees.

Differentials

Training

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

Supervisor

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

APPENDIX "A"

CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2025 1.5%			
	START	**6 MTH**	**12 MTH**
CATEGORY 1			
Weekly	$1,066.21	$1,084.21	$1,104.59
Hourly	$32.80	$33.36	$33.99
Casual/Temporary	$33.99		
CATEGORY 2			
Weekly	$1,170.85	$1,189.88	$1,207.89
Hourly	$36.02	$36.61	$37.17
Casual/Temporary	$37.17		
CATEGORY 3			
Weekly	$1,218.23	$1,237.37	$1,255.50
Hourly	$37.48	$38.07	$38.63
Casual/Temporary	$38.63		
CATEGORY 4			
Weekly	$1,265.40	$1,285.02	$1,303.00
Hourly	$38.94	$39.55	$40.09
Casual/Temporary	$40.09		
CATEGORY 5			
Weekly	$1,351.27	$1,351.27	$1,351.27
Hourly	$41.58	$41.58	$41.58
Casual/Temporary	$41.58		

Effective January 1, 2026 2%			
	START	**6 MTH**	**12 MTH**
CATEGORY 1			
Weekly	$1,087.53	$1,105.89	$1,126.68
Hourly	$33.46	$34.03	$34.67
Casual/Temporary	$34.67		
CATEGORY 2			
Weekly	$1,194.27	$1,213.68	$1,232.05
Hourly	$36.74	$37.34	$37.91
Casual/Temporary	$37.91		
CATEGORY 3			
Weekly	$1,242.60	$1,262.12	$1,280.61
Hourly	$38.23	$38.83	$39.40
Casual/Temporary	$39.40		
CATEGORY 4			
Weekly	$1,290.70	$1,310.72	$1,329.06
Hourly	$39.72	$40.34	$40.89
Casual/Temporary	$40.89		
CATEGORY 5			
Weekly	$1,378.30	$1,378.30	$1,378.30
Hourly	$42.41	$42.41	$42.41
Casual/Temporary	$42.41		

APPENDIX "B"

JOB DESCRIPTIONS

The following job descriptions are intended to describe the type of work performed within the 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

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 12 and 6 months experience

CATEGORY 2

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, etc.
- 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 and oral fluency in English
- Grade 12 and 1 year related experience
- Excellent organizational skills
- Excellent communication skills
- Thorough understanding of trade unions
- Good mathematical skills
- Productive keyboard skills (e.g.: 40 – 50 wpm)
- Excellent knowledge of word processing, database management, and email programs (e.g.: Microsoft Office, Adobe Creative Suite etc)

CATEGORY 3

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 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 necessary
- 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

Qualifications

- Excellent written and oral fluency in English
- Grade 12 and 3 years related experience
- Excellent organizational skills

- Excellent communication skills
- Thorough understanding of trade unions
- Productive keyboard skills (e.g.: 40 – 50 wpm)
- Excellent knowledge of word processing, database management, and email programs (e.g.: Microsoft Office, Adobe Creative Suite, etc.)

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 are responsible for the effective operation of the office. Provides clerical and administrative support including the direction of office assistants, maintaining and monitoring membership databases, and websites.

Duties and Responsibilities

- Liaises with the Executive Board 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 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

Qualifications

- Excellent written and 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 (e.g.: Microsoft Office, Adobe Creative Suite etc.)

Bookkeeper

Employees in the category work independently. Provides clerical, administrative, and bookkeeping support by maintaining bookkeeping and payroll systems.

Duties and Responsibilities

- Maintains bookkeeping systems, including accounts receivable (entering and 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
- Maintains confidentiality of local union files and operations

Qualifications

- 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 (e.g.: 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 (e.g.: Microsoft Office, Adobe Creative Suite etc.)

CATEGORY 5

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 and Responsibilities

- Provides professional accounting services for CUPE locals
- Maintains bookkeeping systems, including accounts receivable (entering and 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 annal 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

Qualifications

- CPA designation, a minimum of Grade 12 and 5 years related experience
- Excellent written and oral fluency in English
- Familiar with Accounting software (e.g.: 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 work processing, and email programs (e.g.: Microsoft Office, Excel, Adobe Creative Suite etc.)

APPENDIX "C"

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 8:00 am and 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.

The parties agree to replace Articles 9.01, 9.02, 9.03, 9.04 and 9.05 with:

9.01

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 their bonus either on their anniversary date or the first pay period in June of each year. The employee shall make their 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.

The parties agree to add the following as 15.12 specifically for CUPE Divisional Office Workers:

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.

The parties agree to replace Appendix 'A' with the following:

APPENDIX "A"

Salary Schedule (continued)

	January 1, 2021		**January 1, 2022**	
GROUP A	Start Rate	1-Year Rate	Start Rate	1-Year Rate
Regional Administrative Officer		$2,154.13		$2,240.30
Fleet Manager				
GROUP B				
Administrative Assistant	$1,479.96	$1,501.78	$1,539.16	$1,561.85
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Health and Safety Assistant				
Senior Collective Agreement Analyst				
Recording Secretary				
Bookkeeper	$1,423.09	$1,451.36	$1,480.02	$1,509.42
Executive Secretary	$1,392.12	$1,420.44	$1,447.81	$1,477.26
Collective Agreement Analyst				
Personnel Clerk	$1,371.57	$1,399.85	$1,426.43	$1,455.85
Secretary (1-clerical office)	$1,356.36	$1,384.70	$1,410.62	$1,440.08

Part-time Secretary (1-clerical office)	$45.21 /hr	$46.16 /hr	$47.02 /hr	$48.00/hr
Purchasing & Receiving Clerk	$1,354.52	$1,382.79	$1,408.70	$1,438.10
Secretary	$1,334.40	$1,362.63	$1,387.78	$1,417.14
Part-time Secretary	$40.48 /hr	$41.34 /hr	$41.09 /hr	$41.96 /hr
Statistical Clerk-typist	$1,313.35	$1,341.65	$1,365.89	$1,395.31
Part-time Clerk-typist	$43.78 /hr	$44.72 /hr	$45.53 /hr	$46.51 /hr
Clerk-Typist	$1,291.51	$1,315.30	$1,343.17	$1,367.92
Receptionist				
Receptionist Clerk-Typist				
Machine Operator				
Maintenance/Stockroom Clerk				

**Plus 7% over the rate for bilingualism

Title	Annual	Bi-Weekly	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.

SIGNED ON BEHALF OF THE EMPLOYER *Party of the First Part;*

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

LETTER OF UNDERSTANDING #1

BETWEEN

CUPE BC and Locals
(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

WHEREAS
MoveUP members have expressed interest in participating in a pilot (hereinafter referred to as the "work hour pilot") increasing full-time regular work week hours for the remainder of the Collective Agreement, currently set to expire on December 31st, **2**024.

THEREFORE:
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. MoveUP members currently employed in the CUPE BC Divisional Office can opt-in, by mutual agreement to the work hour pilot project and increase their full-time hours to seven (7) hours or eight (8) hours per day, or thirty-five (35) hours per week, or forty (40) hours per week.

2. MoveUP members currently employed in the CUPE Locals can opt-in, by mutual agreement with the CUPE Local, to participate in the work hour pilot. MoveUP members currently employed in CUPE Local Offices participating in the work hour pilot can opt-in to increase their full-time hours to seven (7) hours or eight (8) hours per day, or thirty-five (35) hours per week, or forty (40) hours per week.

3. CUPE Local Office MoveUP members participating in the work hour pilot will have their total vacation hours under Article 9.04 and Article 9.05 adjusted to reflect the increase to a seven (7) or eight (8) hour work day, by multiplying the corresponding Vacation Day entitlement by seven (7) or eight (8) hours instead of six and a half (6.5) hour.

4. Start times for MoveUP members participating in the work hour pilot will be by mutual agreement between the Employer and the affected MoveUP member.

5. Overtime calculations affecting MoveUP members in the CUPE Divisional Office under Appendix 'C' Article 7.06 shall be calculated at time and one-half the employee's regular rate

of pay up to two (2) hours, and double the employee's regular rate of pay for all time worked after.

6. CUPE BC and Locals, or MoveUP members reserve the right to opt-out of the work hour pilot at any point during the pilot with 30 days notice.

7. The work hour pilot expires upon ratification of the next Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER *Party of the First Part;*

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

As previously signed	*As previously signed*
Trevor Davies – Secretary Treasurer	Nadine Ford – Job Steward
	As previously signed
	Nathan Beausoleil – Union Representative

LETTER OF UNDERSTANDING #2

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23,374, 379, 389, 523, 561, 728, 873, 900, 1004, 3500, 3523

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

HOURS OF WORK

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.

SIGNED ON BEHALF OF THE EMPLOYER *Party of the First Part;*	**SIGNED ON BEHALF OF THE UNION** *Party of the Second Part;*
Original signed by	*Original signed by*
Mark Hancock – Chair, Employers Committee	Barry Hodson — Business Representative
Original signed by	*Original signed by*
Dave Ginter – Employers Committee	Charmaine Murray — Secretary-Treasurer

LETTER OF UNDERSTANDING #3

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 523, 561, 728, 873, 900, 1004, 3500, 3523

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

For those employees who now or in the future move from COPE Pension Plan to the Municipal Pension Plan, at the end of each year the total of the Employer payments to the MPP will be deducted from the COPE Pension Plan calculation of eleven (11%) of salary as calculated under the Memorandum of Agreement, and after such deduction should there be a positive balance remaining, such balance shall be paid into the employees RRSP upon submission of the proper forms as required by Revenue Canada for such payment.

SIGNED ON BEHALF OF THE EMPLOYER *Party of the First Part;*	**SIGNED ON BEHALF OF THE UNION** *Party of the Second Part;*
Original signed by	*Original signed by*
David Ginter – President, CUPE Local 561	Barbara Junker - Union Representative
Original signed by	*Original signed by*
Mark Hancock – President, CUPE Local 1004	Nadine Ford – Bargaining Committee
	Original signed by
	Lori Watt – Bargaining Committee

E&OE

LETTER OF UNDERSTANDING #4

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 523, 561, 728, 873, 900, 1004, 3500, 3523

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

The parties agree that Employers who choose to exercise their option in accordance with Article 12.03 to pay rates above those specified in Appendix "A" will notify the Union by letter of the rates paid to their employees.

If it is the intention of the Employer to hire an employee whose duties fall outside the existing classifications contained in the Agreement, the Employer must notify the Union before hiring.

SIGNED ON BEHALF OF THE EMPLOYER *Party of the First Part;*	**SIGNED ON BEHALF OF THE UNION** *Party of the Second Part;*
Original signed by	*Original signed by*
Dave Ginter – President, CUPE Local 561	Barbara Junker – Union Representative
Original signed by	*Original signed by*
Mark Hancock – President, CUPE Local 1004	Nadine Ford – Bargaining Committee
	Original signed by
	Lori Watt – Bargaining Committee

LETTER OF UNDERSTANDING #5

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 523, 561, 728, 873, 900, 1004, 3500, 3523

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

CO-OP STUDENT EMPLOYMENT

The Parties recognize the benefits of hiring Co-op Students to allow for the students to get some practical work experience, CUPE BC to gain the benefit of added value in the workplace and the Union to be provided with an opportunity to familiarize people entering the workplace with the Union. To that end the Parties agree to implement a Co-op Student program under the following terms:

1. Students hired under the Co-operative Educational Training Program (co-op students) are registered in a recognized University or College education program.

2. Co-op students are employees hired for a limited duration on a supernumerary basis to provide a work experience that is acceptable to their institution and relevant to their program of study. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.

3. Co-op students' wages will be at paid as per Appendix "C" Clerk Typist rate. Pay rates may be adjusted with agreement of the Union.

4. The length of appointment will be laid out prior and correspond to the requirements of the co-op student's educational program.

5. The co-op students and/or student placements hours of work will be the same as MoveUP members working in the section or work unit.

6. Students hired under this Agreement will accumulate seniority.

7. Students hired under this Agreement will become members of MoveUP while employed by CUPE BC.

8. Either Party may cancel Letter of Understanding by providing at least 30 days written notice. Should a notice of cancelation be provided all co-op placements in effect at the time shall continue under the terms agreed in the original placement.

   A worker who in addition to their normal duties is required to supervise any co-op student shall receive in addition to their regular salary, a supervisory differential of 5% (five percent) for all hours in this capacity.

SIGNED ON BEHALF OF THE EMPLOYER **SIGNED ON BEHALF OF THE UNION**

Party of the First Part;	*Party of the Second Part;*
Kiran Kooner – Executive Director, CUPE BC Division	Nathan Beausoleil, Union Representative
Sara Manchester – President, CUPE 403	Chika Buston – Bargaining Committee
Paul Simpson – President, CUPE 379	Nadine Ford – Bargaining Committee

LETTER OF UNDERSTANDING #6

BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 403, 523, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879

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

BAN ON GENERATIVE AI USAGE

The Parties acknowledge the emergence of generative artificial intelligence (GenAI) and algorithmic artificial intelligence (AAI) and the significant concerns these technologies raise regarding worker displacement, surveillance, privacy, and ethics.

The Parties agree that AI shall not be used to replace bargaining unit workers, shall not be used to create work without input from a bargaining unit member, or implemented to monitor, assess, or surveil employees. Any use, deployment, or integration of GenAI or AAI in workplace processes that could impact bargaining unit work shall only occur in a manner that is ethical, transparent, and consistent with the Parties' joint commitment to the principles of the labour movement.

GenAI is defined as any system capable of generating content, decisions, predictions, or outputs that mimic human-like responses. AAI refers to systems that collect or analyze personal employee data for the purposes of performance management, direction of work, or other labour management decisions.

The Parties recognize that AI functions may be introduced in software used by the Employer or by bargaining unit members beyond the Employer's control. Such incidental inclusion shall not constitute a violation of this Letter. However, the Parties commit to notifying one another upon discovering such function creep, and will meet to determine whether the use is consistent with the principles outlined above.

SIGNED ON BEHALF OF THE EMPLOYER **SIGNED ON BEHALF OF THE UNION**

Party of the First Part;	*Party of the Second Part;*
Kiran Kooner – Executive Director, CUPE BC Division	Alina Teymory, Union Representative
Tony Rebelle, Secretary-Treasurer, CUPE BC Division	Nathan Beausoleil, Sr. Union Representative
Paul Simpson – President, CUPE 379	Chika Buston – Bargaining Committee
	Darci Schmid – Bargaining Committee
	Erica Rogers – Bargaining Committee

MEMORANDUM OF AGREEMENT #1

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

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

This letter will apply to those employees covered by the COPE Pension Plan.

Employer contributions to COPE 15 Pension Plan shall be eleven (11%) of salary.

a) Hours on which payment shall be based are as follows:
   - Annual Vacation
   - Straight time hours worked
   - Statutory Holidays
   - Banked overtime hours if taken in pay
   - Straight time equivalent of overtime hours if not banked
   - Paid Sick leave

b) Contributions shall be made for all employees who are not covered by Employer's existing pension plans

c) The Employer shall make payment to the Trustees of the COPE Pension Plan, by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by the COPE.

d) COPE Local 378 will send a copy of the annual statement of the Pension Plan to the President of each Local, no later than one (1) month from the date of a written request by an Employer party to this Agreement.

SIGNED ON BEHALF OF THE EMPLOYER *Party of the First Part;*

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

Original signed by	*Original signed by*
David Ginter – President, CUPE Local 561	Barbara Junker - Union Representative
Original signed by	*Original signed by*
Mark Hancock – President, CUPE Local 1004	Nadine Ford – Bargaining Committee
	Original signed by
	Lori Watt – Bargaining Committee