

WITHOUT PREJUDICE OR PRECEDENT AGREEMENT

Between

**BRITISH COLUMBIA NURSES' UNION
(BCNU)**

And

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(MoveUP)**

Re: BCNU & MoveUP AGREEMENT - NBA JOB ACTION

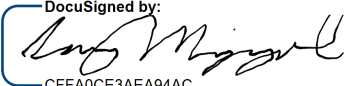
On a without prejudice and precedent basis, BCNU and MoveUP agree that BCNU will provide the following additional benefits for MoveUP members participating in NBA job action duties outside of regularly scheduled business hours of 9:00 a.m. to 5:00 p.m. Monday to Friday. The parties acknowledge that that these benefits are in excess of collective agreement entitlements and that upon expiry of this agreement the strict terms of the collective agreement will apply.

1. MoveUP members who are scheduled to work outside of the regular scheduled working hours of 9:00 a.m. to 5:00 p.m. Monday to Friday due to NBA job action will receive a premium rate of pay for all hours worked outside of 9:00 a.m. to 5:00 p.m. Monday to Friday, subject to the following terms:
 - a. The Director or designate will determine staffing requirements.
 - b. The Director or designate will try when practical to canvass MoveUP members to assess their interest in working partial or full shifts that fall outside of 9:00 a.m. to 5:00 p.m. Monday to Friday.
 - c. The Director or designate will determine the final schedule. Final determinations will be based on operational requirements and standard operating procedures when practical.
 - d. The premium rate of pay will be time and a half the employee's regular rate of pay.
2. MoveUP members who are scheduled to be available for work during NBA job action outside of the regular scheduled working hours of 9:00 a.m. to 5:00 p.m. Monday to Friday will be considered on-call as per Article 7.09 of the Collective Agreement, subject to the following terms:
 - a. The Director or designate will determine staffing requirements.
 - b. The Director or designate will try to canvass MoveUP members to assess their interest in being on-call outside of 9:00 a.m. to 5:00 p.m. Monday to Friday.
 - c. The Director or designate will determine the final on-call schedule. Final determinations will be based on operational requirements and standard operating procedures when practical.



- d. The on-call rate of pay will be \$7 per hour.
3. MoveUP members who are scheduled to be on-call and who are required to perform work as requested by their Director or designate are considered to be called back, subject to the following terms:
 - a. Called back rate of pay will be at overtimes rates as defined by the collective agreement.
 - b. MoveUP members called back and work 30 minutes or less and are not required to return to their home worksite or another worksite, shall receive 2 hours compensation.
 - c. MoveUP members called back and work more than 30 minutes, and are not required to return to their home worksite or another worksite shall receive 4 hours of compensation.
 - d. MoveUP members called back and return to their home worksite or another worksite shall receive a minimum of 4 hours compensation.
 - e. MoveUP members who work over 4 hours regardless of returning to their home worksite or another worksite shall receive called back rate of pay for all hours worked.
4. All overtime worked by MoveUP members will be paid at rates defined in the Collective Agreement. For clarity, the premium rate of pay in this agreement will not be utilized as a base rate of pay for overtime calculations.
5. All scheduled leaves will be honoured, subject to the ordinary terms of the collective agreement.
6. All other Articles of the Collective Agreement remain in effect.

This agreement is for the current round of NBA job action only. This agreement will not apply to any subsequent rounds of NBA job action unless written agreement is obtained by both MoveUP and BCNU. This agreement is valid for a thirty (30) days term from the date of July 2, 2026, and will continue after the conclusion of the term unless either party provides ten (10) business days' notice to terminate the agreement. If the agreement is terminated, the ordinary terms of the collective agreement will apply.

DocuSigned by:

 CEEA0CE3AFA94AC
 For BCNU
 Cory Mizuyabu
 Director of Human Resources

7/2/2026

Date

DocuSigned by:

 B041FA17068B417...
 For MoveUP
 Phil Bergen
 Staff Union Representative

7/2/2026

Date