

MEMORANDUM OF AGREEMENT

BETWEEN:

CUPE BC AND LOCALS

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,
LOCAL 378**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:


1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from January 1, 2023 to December 31, 2024, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from January 1, 2025 to December 31, 2026.
5. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.
6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or

release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.


7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.
10. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

Signed at Burnaby, B.C. this 11 day of July, 2025.


For the Union



Erica Rogers
Erica Rogers (Jul 10, 2025 14:26 PDT)




Darci Schmid
Darci Schmid (Jul 11, 2025 00:45 PDT)

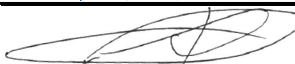


Chika Buston
Chika Buston (Jul 10, 2025 20:13 PDT)

For the Employer



Paul Simpson (Jul 21, 2025 12:49 PDT)



Kiran Kooner

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|-----------------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#1 | 6.05 | Amend - Union Trainee Leave | |

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.

E&OE

Signed off this _____ day of _____ 20____

For the Union

alina teymory

For the Employer

Paul Simpson
Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|---|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#4 | 10.01 | Amend – Bereavement Leave Friend Increase | |

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 ~~half (1/2)~~ **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.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

alina teymory

For the Employer

Paul Simpson
Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|----------------|----------------------|-------------------------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#5\6\8 V4 | 10.05 | Amend – Family Responsibility 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 (204) hours in any calendar year. Forty-eight (48) hours notice to the Employer is required whenever possible.

10.05 Family Responsibility Leave

- a) ~~In the case of illness/injury of an immediate family member,~~
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 a maximum of 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.

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. ~~If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) 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.

E&OE
Signed off this _____ day of _____ 20____

For the Union
alina teymory

For the Employer
Paul Simpson
Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|----------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#7 | 10.12 | New – Cultural Leave | |

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.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

alina teymory

For the Employer

Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#9 | 11 | Amend - Benefits | |

Extended health benefits

- Acupuncture coverage increased to \$1000.00\yr
- Chiropractor coverage increased to \$1000.00\yr
- Expand coverage of Psychology entitlements to increase coverage to \$2000.00\yr
- Vision care coverage increased to \$1000.00/2YR

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of ~~one six hundred~~ thousand dollars (~~\$600.00~~) (~~\$1000.00~~) 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 hundred dollars~~ two thousand dollars (\$2000.00) every twelve (12) months, acupuncture up to ~~five hundred dollars (\$500.00)~~ one thousand dollars (\$1000.00) every twelve (12) months, chiropractor up to ~~eight hundred dollars (\$800.00)~~ one thousand dollars (\$1000.00) every twelve (12) months, and coverage for all vaccines including Shingles vaccine. Premium costs shall be fully paid by the Employer.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

alina teymory

For the Employer

Paul Simpson
Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|-----------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#11 | 11.12 | New - WSA | |

11.12 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.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

alina teymory

For the Employer

Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|-----------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#12 | 15.12 | New – Transit Subsidy | |

15.12 Transit Subsidy

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

E&OE

Signed off this _____ day of _____ 20_____

For the Union

alina teymory

For the Employer

Paul Simpson

Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#15 | 22 | Amend - Duration | |

ARTICLE 22 – DURATION

22.01

- a) This Agreement will be in full force and effect on and after the *1st day of January, ~~2023~~ 2025*, to and including the *31st day of December, ~~2024~~ 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, ~~2023~~ 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.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

alina teymory

For the Employer

Paul Simpson
Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#16 | App A | Amend - Monetary | |

The Union proposes increases to the salary grid as follows :

2025 -1.5% GWI to all salary bands and steps

2026 - 2% GWI to all salary bands and steps

E&OE

Signed off this _____ day of _____ 20____

For the Union

alina teymory

For the Employer

Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

CUPE BC and Locals PROPOSALS 2025 Union Proposals (UP Item)

| Union | | | |
|--------|----------------------|----------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#18 | LOU\MOAs | Resign – LOU and MOA | |

The Union proposes resigning all LOUS and MOAs currently appended to the agreement

E&OE
Signed off this _____ day of _____ 20_____

For the Union
alina teymory

For the Employer
Paul Simpson
Paul Simpson (Jul 21, 2025 12:49 PDT)



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2025
Union Proposals (UP Item)**

| | | | |
|---------------|-----------------------------|-------------------------|--------------|
| Union | | | |
| Number | Affected Article/MOU | Date: | Time: |
| UP#19 V5 | LOU 6 | New – Generative AI LOU | |

The Union proposes the agreeing and appending the following Letter of Understanding to the Collective Agreement :

LETTER OF UNDERSTANDING #6

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)

RE. 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.

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer

alina teymory

Paul Simpson (Jul 21, 2025 12:49 PDT)