

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**United Fisherman and Allied Workers Union**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees  
Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

**WHEREAS:**

- A. The Parties are bound to a Collective Agreement effective from January 1, 2021 through December 31, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

- 1. The Parties agree that the Collective Agreement is renewed for a term of Two (2) years from January 1, 2024 to December 31, 2025 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from January 1, 2024 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.


6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

**Signed at Burnaby, B.C. this 24th day of January, 2024.**

---

---

---




---

---

---

**FOR THE EMPLOYER**



---

---

---

**FOR THE UNION**

# **APPENDIX "A"**

**Attach all sign off as Appendix A**



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP1	Housekeeping	12/4/23 <i>New</i>	9:31 AM

**Gender Neutral Language**

The Union proposes the entire collective agreement be updated to become gender neutral. i.e.: "they", "them", "their", or "the employee".

E&OE  
Signed off this 17<sup>th</sup> day of DECEMBER 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 2	Article 8.01	12/1/23	9:34 AM
		<i>Amend</i>	

**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
BC Day	Labour Day	<u>National Day for Truth and Reconciliation</u>
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	1 Float 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.

E&OE  
Signed off this 1<sup>st</sup> day of DECEMBER 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		12/4/23	9:50 AM
UP 4/	Article 10.13	New	

**10.13 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo medical intervention to see surgical reconstruction or alignment with their gender, will be granted four (4) days of paid leave for the procedure required during the transition.

The employee will be entitled to provisions of other leaves as seen in Article 10.01 general leave without pay and Article 11 Paid Sick Leave.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

E&OE  
Signed off this 4<sup>th</sup> day of DECEMBER 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
6		12/4/23	2:24 P.M.
UP 6	Article 23.01	Amend	

**23.01 Duration**

This Agreement shall be binding and remain in full force and effect on and after the 01 January ~~2018~~ 2024, to and including the 31 day of December, ~~2020~~ 2025 and shall automatically be renewed from year to year thereafter.

E&OE  
Signed off this 4<sup>th</sup> day of DECEMBER 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**UFAWU  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		12/21/23	2:25 PM
UP7	Appendix "A"	Wages	

Wage increases to be discussed.

January 1, 2024 - 2% wage increase for all classifications

January 1, 2025 - 2% wage increase for al classifications

E&OE  
Signed off this 21<sup>st</sup> day of DECEMBER 2023

For the Union

For the Employer