

**MEMORANDUM OF AGREEMENT**  
**MASTER OFFICE AGREEMENT – TRADE UNION OFFICES**

**BETWEEN:**

**VANCOUVER & DISTRICT LABOUR COUNCIL**  
**NEGOTIATING FOR EMPLOYERS AS LISTED**  
(hereinafter referred to as the "Employer")

**AND:**



**Local 378, Canadian Office and Professional Employees Union**  
(hereinafter referred to as the "Union")

Whereas:

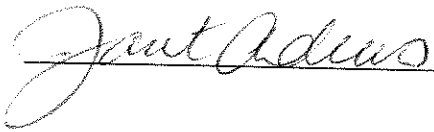
- A. The Parties are bound to a Collective Agreement effective from January 1, 2017 through December 31, 2019 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

Therefore:

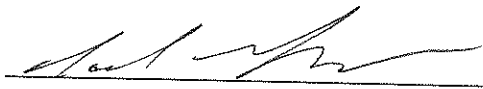
1. The Parties agree that the Collective Agreement is renewed for a term of two (2) years from January 1, 2020 through December 31, 2021 with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification 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 as Appendix A, will be effective from date of ratification, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 a renewal 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 (City) B.C. this 17 day of November, 2020**

  
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**FOR THE EMPLOYER**

  
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**FOR THE UNION**

# APPENDIX "A"

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1 V2	2.08	<i>Amend</i>	

### 2.08 Employers to this Agreement

This agreement covers employees of employers known as the "Master Trade Union Group" (MTUG) for the purposes of collective bargaining, labour management meetings, administration of group benefits and other purposes of joint interest. MTUG is a voluntary employer association and is not accredited pursuant to the Labour Relations Code of British Columbia.

Each MoveUP, Local 378, Canadian Office and Professional Employees Union certification within this employer group is discreet for the application of this Agreement, but its terms and conditions apply to every listed Employer except as amended by Letters of Understanding.

The Employers in the MTUG are as follows:

- Bakery & Confectionary Workers International Union of America, Local 468
- BC Professional Fire Fighters' Association and BC Professional Fire Fighters' Burn Fund
- Brewery, Winery & Distillery Workers Union, Local 300
- ~~Canadian Merchant Service Guild~~
- Capilano University Faculty Association
- ~~College of Registered Psychiatric Nurses of British Columbia~~
- International Brotherhood of Electrical Workers Joint Training Committee
- ~~International Brotherhood of Electrical Workers Union, Local 213 Welfare Plan~~
- International Brotherhood of Electrical Workers, Local No. 213
- International Brotherhood of Electrical Workers, Local No. 258
- International Brotherhood of Electrical Workers, Local No. 993
- International Brotherhood of Electrical Workers, Local No. 1003
- International Longshoremen's and Warehousemen's Union, Local 400
- International Longshoremen's and Warehousemen's Union, Local 502
- New Westminster & District Labour Council
- Unifor, Local 601
- Unifor, Local 76
- Unifor, Local 780 G
- Vancouver & District Labour Council

E&OE

Signed off this 26<sup>th</sup> day of October 2020

For the Union

For the Employer





- Vancouver Community College Faculty Association
- Vancouver Island District Council (Unifor)

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E&OE  
Signed off this 26 day of October 2020

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**MTUG  
PROPOSALS 2020  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 10/30/20	<b>Time:</b> 1030h
UP#3v2	10.04	Amend	

ARTICLE 10 — LEAVE of ABSENCE (Amend)

**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 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 ~~twelve~~ eighteen (128) hours in any calendar year.

E&OE  
Signed off this 30 day of October 2020

For the Union

For the Employer









(Canadian Office and Professional Employees Union, Local 378)

**MTUG  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP# 4/	10.08	New	10:25

**ARTICLE 10 — LEAVE of ABSENCE (New)**

**10.08 (New) 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 gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. 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 of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

E&OE  
Signed off this 10<sup>th</sup> day of October 2020

For the Union

For the Employer

  
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Union		Date:	Time:
Number	Affected Article/MOU		
UP#5 v2	10.09	New	

### ARTICLE 10 — LEAVE of ABSENCE (New)

#### **10.09 (New)**      **Domestic or Sexual Violence Leave**

The Employer will grant an employee up to five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

In addition the Employer will grant in each calendar year

- (a) Up to ten (10) days of unpaid leave, in units of one or more days or in one continuous period
- (b) In addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.

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Signed off this 26 day of October 2020

For the Union

For the Employer







Union			
Number	Affected Article/MOU	Date:	Time:
UP# 6	10.10	New	

### ARTICLE 10 — LEAVE of ABSENCE (New)

#### **10.10 (New)      Compassionate Care Leave**

**Preamble:**

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

a) In this section, "family member" means:

- i. A member of an employee's immediate family, and
- ii. Any other individual who is a member of a prescribed class.

b) An employee who requests leave under this section is entitled to up to 8 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 52 weeks, or such other period as may be prescribed, after

- i. The date the certificate is issued, or
- ii. If the leave began before the date the certificate is issued, the date the leave began.

c) The employee must give the employer a copy of the certificate as soon as practicable.

d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.

e) A leave under this section ends on the last day of the week in which the earlier of the following occurs;

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Signed off this 10<sup>th</sup> day of October 2020

For the Union

For the Employer





- i. The family member dies;
  - ii. The expiration of 26 52 weeks or other prescribed period from the date the leave began.
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- f) A leave taken under this section must be taken in units of one or more weeks.
  - g) If an employee takes a leave under this section and the family member to whom subsection (b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (b), and subsection (c) to (f) apply to the further leave.
  - h) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
  - i) Employees on Compassionate Care Leave will have vacation pay calculated as a percentage of gross earnings.
  - j) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
  - k) Benefit coverage may be continued during this extended period providing the employee pays the full cost of the premiums monthly in advance.

Changes to the Employment Standards Act in the area of Compassionate Care Leave will be implemented through the Standing Committee. If changes to the Employment Standards Act result in a reduction of any entitlement listed above, the language in the collective agreement shall prevail.

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Signed off this 10 day of October 2020

For the Union

For the Employer

[Signature]

[Signature]



Union			
Number	Affected Article/MOU	Date:	Time:
UP# 9	11.03	Amend	

ARTICLE 11 — SICK LEAVE, BENEFIT PLANS and PENSION PLAN

**11.03 Wage Indemnity Plan:**

The ~~COPE Local 378~~ Union Weekly Wage Indemnity Plan (1-8-39 plan providing seventy-five percent (75%) 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. The Employer will continue to remit premiums for health and welfare benefits as required during periods on wage indemnity.

1-8-39 means benefits payable upon:

- 1 = 1<sup>st</sup> day of injury
- 8 = 8<sup>th</sup> day of illness or hospitalization
- 39 = maximum 39 weeks

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Signed off this 10 day of October 2020

For the Union

For the Employer





<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: October 30, 2020</b>	<b>Time:</b>
UP#9	11.05	<i>Employer Counter</i>	

ARTICLE 11 — SICK LEAVE, BENEFIT PLANS and PENSION PLAN

**11.05**

**a) 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 ~~five~~ six hundred dollars (\$5600.00) every twenty-four (24) months. Complete EHB coverage details are contained in the most recent PBC booklet or website. Premium costs shall be fully paid by the Employer.

The Parties agree that this plan shall be a Lowest Cost Alternative (LCA) plan. The LCA plan, in conjunction with the provincial government's Fair PharmaCare program will continue to provide the same level of benefit as the previous extended health and dental plans, including, where required, brand name medicine. The LCA plan includes a cap of ten dollars (\$10.00) dispensing fee for any prescriptions, and a manufacturer's mark up limit of eight percent (8%).

Enrolment in the BC Fair PharmaCare program is mandatory for coverage.

All extended health services are subject to the twenty-five dollar (\$25.00) annual deductible, the eighty percent (80%) coverage until the cost of services reaches one thousand dollars (\$1,000.00), and then one hundred percent (100%) of coverage thereafter.

Other coverages and limitations are outlined in the Pacific Blue Cross benefit pamphlet.

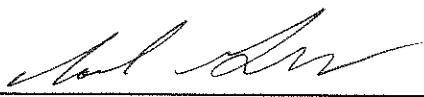
(Eyeglass/Contacts coverage to increase to \$600/24 months)

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Signed off this 30 day of October 2020

For the Union

For the Employer







<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: October 30, 2020</b>	<b>Time:</b>
UP#11	11.07	<i>Employer Counter</i>	

ARTICLE 11 — SICK LEAVE, BENEFIT PLANS and PENSION PLAN

**11.07 Group Life Insurance:**

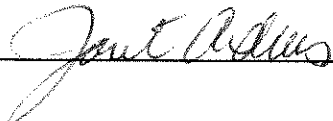
The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide ~~sixty~~ Seventy thousand dollars (\$670,000.00) for Life Insurance Coverage and Accidental Death and Dismemberment benefits to age seventy (70) years.

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Signed off this 30 day of October 2020.

For the Union

For the Employer





<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: October 26, 2020</b>	<b>Time:</b>
UP#12	17.05	<i>Employer Counter</i>	

17.05 Severance Pay

Employer Counter

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 due to automation shall be two (2) weeks per year of service to a maximum of ~~twenty-four~~ thirty-two (2432) weeks total severance payable. The amount of such severance due to changes in procedures, mergers or suspension of business shall be two (2) weeks per year of service to a maximum of twenty-four (24) weeks total severance payable. Severance pay shall be payable to an employee immediately upon termination.

E&OE  
Signed off this 30 day of October 2020

For the Union

For the Employer

*Vol. [Signature]*

*[Signature]*

Union			
Number	Affected Article/MOU	Date: October 26, 2020	Time:
UP#13 V2	19	<i>Amend</i>	

### ARTICLE 19 – ARBITRATION

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to either expedited or full arbitration as follows:

#### **Expedited Arbitration - Alternate Dispute Resolution (ADR)**

Expedited arbitration is intended to provide a timely resolution with minimal formality. The terms are:

- a) Mutual agreement by both parties is required;
- b) Neither side shall be represented by lawyers hired for this purpose;
- c) Neither side will call witnesses except by mutual agreement;
- d) ~~The single arbitrator will be the first available for mutually agreeable date(s) from the following list:~~

- ~~1. Greg Mullally~~
- ~~2. Elaine Doyle~~
- ~~3. Chris Sullivan~~
- ~~4. Mark Atkinson~~

Or other arbitrator by mutual agreement between the Parties; The Parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either Party may apply to the Minister of Labour for British Columbia to appoint the arbitrator.

- e) Every effort will be made to complete the hearing in one working day;
- f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days;
- g) Awards will be limited to the decision with a summary of the arbitrator's reasons;

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Signed off this 26 day of October 2020

For the Union

For the Employer





- h) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances;
- i) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator; and
- j) Should either Party wish to withdraw the grievance from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the expedited arbitrator if one has been secured. In these circumstances, the Party opting out shall be responsible for any cancellation fees charged by the expedited arbitrator.

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E&OE  
Signed off this 26 day of October 2020

For the Union

For the Employer

  
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(Canadian Office and Professional Employees Union, Local 378)

**MTUG  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14v2	22	<i>Amend</i>	

ARTICLE 22 – TERM

**22.01 a)** This Agreement will be in full force and effect on and after the **1st day of January, 2020**, to and including the **31st day of December, 2021**. Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining. If a notice is not given by either party before the expiry of the Agreement, both parties are deemed to have given notice under this section.

b) After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect.

**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 30<sup>th</sup> day of October 20 20

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**MTUG  
PROPOSALS 2020  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#16v2	Appendix A	<i>Amend</i>	

APPENDIX "A"

CATEGORIES, CLASSIFICATIONS AND SALARIES

**CATEGORY 1**

Office Assistant

**CATEGORY 2**

Administrative Assistant 1

**CATEGORY 3**

Administrative Assistant 2

**CATEGORY 4**

Office Administrator

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**

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Signed off this 30 day of October 2020.

For the Union

For the Employer

**Training:** A worker who, in addition to their normal duties, is required to train one (1) or more new persons in the procedures and duties of their office shall receive, in addition to 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 (1) or more persons shall receive, in addition to regular salary, a supervisory differential of five dollars (\$5.00) per day.

**APPENDIX "A" - CATEGORIES, CLASSIFICATIONS AND SALARIES**

Effective January 1, 2020      1% Increase to all Categories

Effective July 1, 2020      1% Increase to all Categories

Effective January 1, 2021      2% Increase to all Categories

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E&OE  
Signed off this 30 day of October 2020

For the Union

For the Employer





<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: October 7, 2020</b>	<b>Time:</b>
LOU	New	<i>CO-OP Student Employees</i>	

**LOU - CO-OP Student Employees**

Proposal for Co-operative Education Student Employees

The Employer reserves the right to hire students at different times throughout the year as part of Labour Studies Co-operative Education program at Simon Fraser University for periods not to exceed twelve months.

On a case-by-case basis, the Employer will consult with the Union to negotiate an appropriate rate of pay for co-operative education students that may be hired from time to time. Such student employees may not be used as a substitute for regular full-time, part-time or fixed-term employees and will not bump or displace bargaining unit employees.

As a condition of employment, co-operative education students hired shall be required to join the Union.

Co-operative education student employees will not be entitled to any benefits provided in this Agreement and will be paid vacation pay, statutory holiday pay and other statutory requirements in accordance with the provisions of the Employment Standards Act.

E&OE  
Signed off this 30 day of October 2020.

For the Union



For the Employer

