

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:

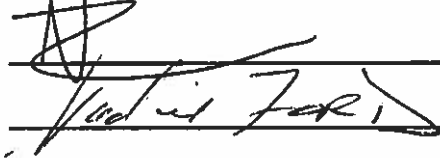
1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from January 1, 2019 to December 31, 2021, 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, 2022 to December 31, 2022
6. Upon ratification by both Parties in accordance with this Memorandum, the provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.
7. 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.


8. 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.
9. 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 15 day of July, 2022.

For the Union



For the Employer



APPENDIX "A"

The following package of items is to be considered an Offer for Settlement submitted by the Employer to the Union to conclude the 2022 round of bargaining.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, none of the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.

2022

OFFER FOR SETTLEMENT

between

CUPE BC AND LOCALS

And the

MOVE UP, LOCAL 378

THE UNDERSIGNED BARGAINING REPRESENTATIVES CUPE BC AND LOCALS (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE EMPLOYERS;

AND

UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF MOVE UP, LOCAL 378 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All the terms of the 2019-2021 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for One (1) year from 2022 January 01 to 2022 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Increase

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2022, January 01, all hourly rates of pay which were in effect on 2021 December 31st shall be increased by **\$1.50**. The new hourly rates shall be rounded to the nearest whole cent.

Article 1.01 - Land Acknowledgement

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Article 1.01 to read as follows:

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 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 x^wməθk^wəyəm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), səliłwətał (Tsleil-Waututh), qiqéyt (Qayqayt), S'ólh Téméxw (Stó:lō), Nteʔkepmx Tmíx^w (Nlaka'pamux), Sylix tmix^w (Okanagan), sǵəciyaʔt təməx^w (Katzie), sčəwaθenaʔt təməx^w (Tsawwassen), k^wik^wəłəm (Kwkwetlem), 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.

Article 1.02

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 1.02.

NOTE: change any masculine\female pronouns left in the Collective Agreement to gender neutral equivalents

Article 3 – Union Security

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.** ~~Should office workers who are Union members not be available and qualified, the Employer may obtain office workers elsewhere, it being~~ 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.

6. Article 6.06 - Union and Union Rep Training Leave V2

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Article 6.06 to read as follows:

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.

8. Article 8 - Statutory Holidays

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.01 to add:

- National Day for Truth and Reconciliation

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.08 and Appendix 'F' "Christmas\New Year's Shutdown" to read as follows:

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

	SA T	SU N	M	T U	W	T H	F	SA T	SU N	M	T U	W	T H	F	SA T	SU N	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

10. Article 10 — LEAVE of ABSENCE

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10 to read as follows

10.01

An employee may apply for, and where possible received, up to ~~six (6)~~ **one (1) months-year** unpaid leave 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, ~~i.e. husband, wife, common law spouse (including same sex partner), son, daughter, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, or foster child or foster parent~~, an employee shall be granted up to five (5) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any employee who wishes to attend services related to the death of grandparents, grandchildren, spouse's grandparents or grandchildren.

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.
- **For 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.**

[..]

10.07 Gender Reassignment-Alignment 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~~ **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.

[..]

10.09 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.

10.10 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.

11. Article 11 - Sick Leave

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.01 to read as follows:

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.**
-

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.04 and Article 11.05 to include:

Benefits Improvements

- **Increase osteopathy and naturopathy coverage to \$1000 per year per person.**
- **Increase registered psychologist treatments up to fifteen hundred dollars (\$1500.00) every twelve (12) months.**

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.

13. Article 17.06 Off Premises Equipment

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to **delete** Article 17.06

14. Article 21 – TELECOMMUTING:

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Article 21 to read as follows and renumber accordingly:

ARTICLE 21 – TELECOMMUTING

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.



The Union proposes moving LOU No. 1 to Article 20.03 with the following amendment as follows :

22.03 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, as soon as possible 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.

Any complaints where the respondent is an officer of the employing CUPE local shall be taken to the Union, who will coordinate, directly with the Employer, the designation of an unbiased third party as outlined in Section, (ii) herein.

(ii) In the event no agreement is reached in Section (i), or in the event the respondent is an officer of the employing CUPE local, 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 or when the respondent is an officer of the employing CUPE local, the Employer may will 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.

16. APPENDIX D

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to ~~delete~~ Appendix D.

17. Housekeeping Matters

- Make CA gender neutral throughout
 - Change COPE to MoveUP throughout
 - 4.01 - Correct formatting
 - 5.04-5.05 – Change Annual Holiday to Annual Vacation

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

 - 13.06 fix ref to 6.05
 - When on approved leave of absence on Union business under Article ~~6.06~~ 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.

 - 15.09 - Change reasonably to unreasonably
 - Update wage grid CUPE BC
-

Add LOU 2 :

LETTER OF UNDERSTANDING 2
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 January 1st, 2023

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:

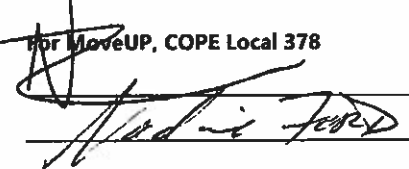
1. MoveUP members currently employed in the CUPE BC Divisional Office can opt-in, **by mutual agreement** to the work hour pilot project and increase their full-time hours to seven (7) or eight (8) hours per day, or thirty-five (35), or forty (40) hours per week.
2. MoveUP members currently employed 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) or eight (8) hours per day, or thirty-five (35), 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) hours or **eight (8)** instead of six and a half (6.5) hour.
4. Start times for MoveUP members participating in the work hour pilot will be mutual agreement between the Employer and the affected MoveUP member.
5. Overtime Calculations affecting MoveUP members in the CUPE Divisional Office under Appendix 'F' Article 7.06 shall be calculated at 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 THIS 15 DAY OF July, 2022

For MoveUP, COPE Local 378


For the Employer
