

MEMORANDUM OF AGREEMENT

BETWEEN

**B.C. FEDERATION OF LABOUR
[THE “EMPLOYER”]**

- AND -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378 (MOVEUP)
[THE “UNION”]**

1. The parties agree to unanimously recommend acceptance of this Memorandum of Agreement to their respective principals.
2. All issues not addressed in this Memorandum of Agreement are deemed to have been withdrawn on a *without prejudice basis*.
3. All agreed to issues as attached shall form part of the renewed collective agreement between the parties.

4. **Term**

Renew the 2019– 2022 Collective Agreement for a term of one (1) year.

2. **Wages**

Provide for a General Wage Increase as follows:

May 1, 2022	4.25% for all active employees on date of ratification.
Effective the Date of Ratification	Lump sum of \$750.00 for all active employees on date of ratification.

Dated this 29th day of September 2022.

For B.C. Federation of Labour

Alicia Razutis

**For Canadian Office and Professional Employees
Union Local 378 (MoveUp)**

AK MP MM

[Insert at top]

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous peoples. We acknowledge that our work spans many traditional and territorial lands of Indigenous Nations in BC, and that the headquarters of the BC Federation of Labour is on the unceded territory of the xʷməθkʷəy̓əm (Musqueam), Skwx wú7mesh Úxwumixw (Squamish), səlilwətał (Tseil-Waututh), qiqéyt (Qayqayt), and Coast Salish First Nations.

We recognize and deeply appreciate the historic connection to this place. 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 - PURPOSE

1.2 No discrimination

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees in any matter by reason of disability, race, creed, colour, national origin, political or religious affiliation, sex or marital status, **family status, age**, sexual orientation or by reason of their membership or activity in the Union.

ARTICLE 4 - THE RIGHTS OF THE FEDERATION

4.1 The Union recognizes the rights of the Federation to manage and direct the workforce, hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in ~~Article 20 and 21.~~ **Article 21 and 22.**

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.3 (b) A term employee hired under ~~Article 5.4 (b)~~ Article 5.3 (~~b a~~) shall attain regular status if employed for an uninterrupted period of more than twelve (12) months unless their term has been extended in accordance with ~~5.4 (b)~~ 5.3 (~~b a~~) above.

(e) A term employee shall be entitled to a combined Statutory and Annual Holiday pay and pay in lieu of benefits at a rate of fifteen percent (15%) of gross earnings. In addition, the Federation shall pay contributions in accordance with Article 12.7(~~a~~)**8** and Article 12.9. The Federation will ensure that term employees are enrolled in the Municipal Pension Plan (MPP) when they meet the enrollment requirements of the Plan.

5.4 Casual - Casual employees shall be those employees hired under the provision of Article 3 for extra or relief work for uninterrupted periods of up to one (1) month. This period may be extended by mutual agreement by the parties. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four hours of work on each day which they are employed. Should an employee be extended beyond

one (1) month in accordance with this Article, they shall be deemed a term employee in accordance with Article ~~5.4~~ **5.3**.

- (a) A casual employee shall be entitled to a combined Statutory and Annual Holiday pay and pay in lieu of benefits at a rate of fifteen percent (15%) of gross earnings. In addition, the Federation shall pay contributions in accordance with Articles ~~12.7(a)~~**8** and 12.9.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.2 (a) A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day without loss of pay. The precise time is to be arranged between the Federation and the employee.

Employees may request to shorten their lunch period to thirty (30) minutes, due to operational needs, subject to approval by the Employer. The start or end time of the workday shall be adjusted to reflect the shortened lunch period, by mutual agreement.

- 7.3 Three (3) relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon, and one ~~in~~ **at** the end of each workday shall be taken without loss of pay.

ARTICLE 8 - STATUTORY HOLIDAYS

- 8.1 The Federation agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	National Indigenous Peoples Day
Canada Day	British Columbia Day
Labour Day	<u>National Truth and Reconciliation Day</u>
Thanksgiving Day	
Remembrance Day	Christmas Day
Boxing Day	

and any other day that may be stated a legal holiday by the provincial, and/or federal government. Territorial or Civic holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

- ~~8.2~~ **8.3** In the event any of the holidays enumerated in Article 8.1, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

[Renumber accordingly]

ARTICLE 9 – ANNUAL VACATIONS

- 9.1 **(e) Unless where otherwise stated, vacation entitlement will not accrue during periods of unpaid leaves of absence, however seniority vacation rates will continue to accrue.**
- 9.2 Each employee who completes ~~five (5)~~ **three (3)** years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater. **Each employee who completes six (6) years of service shall receive twenty-four (24) working days paid vacation. Payment for such vacation period shall be at the employee's current wage rate or twelve percent (12%) of gross earnings for the period in which the vacation was earned, whichever is greater.**
- 9.3 For each completed year of service in excess of ~~five (5)~~ **seven (7)** years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty two (32) working days.
- 9.5 (d) The vacation schedule shall be ~~circulated by the Federation prior to January 31st of each year, and the schedule completed by employees by March 31st.~~ **The Employer shall provide a listed breakdown of all paid leave entitlements available to each employee for the calendar year, prior to January 31st.**
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ARTICLE 10 - LEAVES OF ABSENCE

Unpaid Leave -

- 10.1 (a) An employee may apply for, and where reasonably practicable receive without pay, up to fifteen (15) months leave of absence for reasons other than sick days.

Permission for such leave must be applied for and authorized in a written memorandum, and include any terms and conditions not specified in this agreement.

- 10.2 Bereavement Leave - ~~In cases of death in the immediate family, i.e. husband, wife, son, daughter, father, father-in-law, mother, mother-in-law, sister or brother, common-law spouse, step-child and grandparents or close friends, an employee shall be granted up to four (4) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.~~

Leave of absence without loss of pay of up to four (4) working days will be granted to permanent employees and temporary who are otherwise scheduled to be at work in the event of the death of a member of the employee's immediate family.

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;**
- **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;**
- **Sibling of the employee;**
- **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.**
- **Close Friend**
- **Partner/spouse of a child of the employee**
- **Sibling-in-law of the employee**
- **Sibling of Parent of the Employee**
- **Children of sibling of employee or partner**

Employees who have to travel out-of-province or overseas may be entitled to receive up to an extra four (4) days bereavement leave, upon request and depending on distance to be traveled.

ARTICLE 12 - SICK LEAVE, WELFARE PLANS AND PENSION PLANS

12.12 Family Illness or Emergency

- (a) In the case of illness/injury of a dependent child and when no one at home other than the employee can provide for the needs of the ill child, the employee shall be entitled to ~~use entitlement from the sick leave bank~~ up to a maximum of two (2) **paid** days at any one time for this purpose. Upon request, additional time may be approved.

12.7 Vision Care

The Federation agrees to provide the Eyeglass/Laser Eye Surgery Option for employees and dependents providing ~~\$500.00~~ **\$600.00** coverage every twelve (12) months through Pacific Blue Cross, as well as eye examinations **providing \$150.00 coverage every twelve (12) months** with premium costs fully paid by the Federation.

- (a) The Federation agrees to provide the hearing aid option **with fifteen hundred dollars (\$1,500) coverage every five (5) years**, within the Extended Health Benefit Plan.

[Note: To increase Osteopathy Coverage to \$1,000.00]

ARTICLE 13 - WAGES

- 13.2 Any position not covered by Appendix "A", or any new position that may be established during the life of this Agreement, shall be subject to negotiations between the Federation and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration procedure, as defined in Article ~~21~~ **22** of this Agreement.
- 13.4 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 appointments to vacant positions or in salaries for such positions. The Federation recognizes equal pay for equal work.

ARTICLE 14 - SENIORITY

- 14.3 An employee laid off and placed on the recall list under Article 15.5~~8~~, will be credited with unbroken seniority upon recall within the recall period.
- 14.5 Regular part-time employees will be considered as regular employees and credited with seniority for the calendar period employed, except as provided in Article 5.3~~2~~.
- 14.6 When on approved leave of absence on Union business under Article 6.6~~8~~, sick leave and extended sick leave under Article 12.1 and 12.3, Article 10.5, Compassionate Care Leave, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.1, will be credited with accumulative seniority as defined in Article 14.7, below.

ARTICLE 15 - PROMOTION, LAYOFF, RECALL AND SEVERANCE PAY

15.3 Trial Evaluation and Probationary Periods

- (a) Employees promoted from within existing staff to fill vacancies (including term and casual employees who successfully apply for any regular positions) shall be on trial and evaluation for ninety (90) calendar days. If the employee is considered to be unsuitable or the employee declines the promotion, at the end of the ninety (90) day period they shall be returned to their former position (or classification) and shall be paid their former rate.
- (b) Employees hired from outside existing staff to fill vacancies shall be subject to a ~~one hundred and twenty (120)~~ **ninety (90)** calendar day probationary period.

ARTICLE 16 - GENERAL

- 16.7 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Federation to any shop, agency or person outside the bargaining unit, except as provided in ~~Article 16.5 and~~ Appendix 'D'.

16.13 During the week of convention, members will receive a per diem (for Incidentals) of \$25.00 for each day of the convention they are required to work. Meal allowances are separate and outlined in the BCFED Financial Policy.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

- 19.1 The Federation shall provide a yearly \$400.00 allowance for professional development for all **regular** employees.

19.4 The Federation and the Union recognize the value of training and skills upgrading. Where the Federation requires employees to attend training or upgrading, the Federation will bear the costs for the training program.

ARTICLE 20 - VIOLENCE, BULLYING, DISCRIMINATION AND HARASSMENT COMPLAINTS

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Federation and/or Union. Upon receipt of the written complaint, the receiving party shall inform its counterpart. Complaints of this nature shall be treated in strict confidence by both the Federation and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.
- ~~(c) The Federation shall refer the matter to the Joint Health & Safety Committee to conduct an investigation. The investigation shall be conducted by persons who have training and/or experience in investigating complaints of harassment, and shall include a worker representative selected by the worker representatives on the Joint Health and Safety Committee and a Federation representative selected by the Federation. Investigation dates shall be set within ten (10) working days of the receipt of the complaint.~~
- (c) In the first instance, attempts may be made to resolve the matter informally.**
- ~~(d) Health & Safety Committee to conduct an investigation. and shall include a worker representative selected by the worker representatives on the Joint Health and Safety Committee and a Federation representative selected by the Federation. Investigation dates shall be set within ten (10) working days of the receipt of the complaint.~~
- (d) If the matter is not resolved through informal means, the employer will notify the Joint Health and Safety Committee of the investigation. The matter will be investigated by the Employer and will involve one worker rep from the Joint Health and Safety Committee who will participate in the investigation. The investigation shall be conducted by persons who have training and/or experience in investigating complaints of harassment.**
- ~~(e) The investigator shall be asked to provide a report~~ **(e) The investigator shall be asked to provide a report the findings and non-disciplinary recommendations** to the Joint Health & Safety Committee, the Union and the Federation. The report shall remain confidential.
- ~~(f) The Investigator's report and non-disciplinary recommendations shall be implemented to the satisfaction of the JHSC.~~ **(f) The JHSC will ensure that the recommendations are implemented and any unsafe conditions are resolved.** The complainant **and respondent** shall be informed in writing of the **findings and** non-disciplinary recommendations and corrective actions taken.
- ~~(g) If the Federation determines that discipline is warranted, then the procedures in Article 17 and Article 21 shall apply.~~
- (h) A copy of the full and unredacted report will be provided to the Union**

[Renumber accordingly]

ARTICLE 23 - DURATION

- 23.1 (a) This Agreement will be in full force and effect on and after the 1st day of May 2019 2022 to and including the 30th day of April ~~2022~~ **2023** and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of April ~~2022~~ **2023** or sixty (60) days prior to the 30th day of April in any year subsequent thereto.
- (b) The provisions of the 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 lockout, whichever first occurs.
- 23.2 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

APPENDIX “A” - PAY SCALE PER WEEK

<u>PAY SCALE PER WEEK</u>	<u>May 1, 2022</u>
<u>Increase</u>	<u>4.25%</u>
<u>CATEGORY 3</u> <u>Administrative Assistant</u>	<u>\$1,171.10</u>
<u>CATEGORY 5</u> <u>Executive Assistant</u> <u>Bookkeeper</u>	<u>\$1,285.19</u>
<u>CATEGORY 6</u> <u>Accountant**</u>	<u>\$1,349.46</u>

Signing bonus of \$750.00, for current employees at date of ratification.

APPENDIX “B”

~~LETTER OF UNDERSTANDING – SHIFTWORK~~

APPENDIX “D”

~~LETTER OF UNDERSTANDING – TECHNOLOGY~~

APPENDIX “E”

~~LETTER OF UNDERSTANDING – DEFERRED SALARY LEAVE PLAN~~

APPENDIX “F”

~~LETTER OF UNDERSTANDING~~ — VIOLENCE, BULLYING, DISCRIMINATION AND HARASSMENT

APPENDIX “G”

~~LETTER OF UNDERSTANDING~~ — OCCUPATIONAL HEALTH AND SAFETY

Additional Training

In additional to the mandatory annual 8 hours of paid training available to OH&S committee members, worker representatives on the OH&S committee may attend, on paid time, “Mental Health First Aid” and “Mental Health and the CSA standard” training, with advance approval and subject to operational requirements of the Employer, with the full registration cost borne by the Employer.

APPENDIX “H”

~~LETTER OF UNDERSTANDING~~ — NOTICE OF OTHER EMPLOYMENT OPPORTUNITIES WITH THE FEDERATION

APPENDIX “I”

~~LETTER OF UNDERSTANDING~~ — RETURN TO WORK / ACCOMODATION POLICY

LETTER OF UNDERSTANDING #1

[*Renew*]

BETWEEN:

B.C. Federation of Labour
(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;

RE: STANDARDIZATION OF RDOs

The parties agree to meet and discuss a potential pilot project to standardize RDOs for MoveUP bargaining unit members within 6 months of ratification of the memorandum of agreement.

For clarity, the standardization of RDOs is defined as a common day of the week for RDOs for all MoveUP bargaining unit members, likely Friday.

The parties will appoint 3 representatives on each side for standardization discussions.

The implementation of a standardization pilot project is only by mutual agreement of the parties. It's expressly understood that upon mutual agreement, the Union will seek approval for implementation via ratification of the affected bargaining unit.

Either party may withdraw from the pilot project upon 30 days notice.

LETTER OF UNDERSTANDING #2

BETWEEN:

B.C. Federation of Labour
(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;

REMOTE WORK AGREEMENT (RWA)

The Parties recognize a formal remote work agreement as an option that permits an employee to perform all or a significant portion of their job responsibilities at a location other than the traditional offices of the Employer on a regular full time or regular part time basis. The Parties agree that full time and part time remote work arrangements may be approved subject to the terms of this Letter of Understanding ("LOU").

- 1. Employees may voluntarily request to work remotely, under this LOU, on a part-time or full-time basis.**
- 2. No employees shall be required to work remotely unless it is mutually agreed or explicitly stated as a condition of hire. In extenuating circumstances or cases of emergency the parties will meet to discuss work location arrangements.**
- 3. Employees applying for remote work will have satisfactorily completed their probationary period and, work performance is in good standing.**
- 4. The Parties recognize that certain activities may require an employee under a remote work agreement to report to work at a BCFED office, external location, or event from time- to-time.**
- 5. The arrangement should be operationally feasible and provides benefit to the employee and employer. The approval of applications to work remotely will be at the discretion of the employer, however a rational for the denial will be provided when requested by the Union.**

6. Remote work assignments will not be unreasonably withheld.

7. The Employer will continue to provide a workspace for employees in the office, however any employee on a RWA may not be provided dedicated individual office or workspace at a BCFED office.

8. The employer will supply employees on a RWA agreement with general office supplies.

9. The Employer is responsible for providing appropriate tools and equipment for Employees to use on a “one device per person” basis. The Employer is not expected to provide a second set of comparable tools for the employee’s remote work location, such as a second computer, a second set of monitors, furniture, etc.

Remote work arrangements are voluntary, and expenses, other than for required tools, supplies and equipment provided by the employer, related to setting up and maintaining an employee’s home office are the responsibility of the employee.

The Employee will typically be responsible for costs related to: office furniture (desk, chair, etc.), home renovations, home internet service, and utility costs for gas, electricity and water. The employee is responsible to ensure appropriate homeowner or tenant insurance is in place. Applicable tax forms will be issued by the Employer.

10. Specialized equipment, if required, will be provided in accordance with the BCFED Ergonomics Policy.

11. A Remote Work Agreement form will be completed before remote work begins, and the form may be reviewed on an annual basis.

12. The RWA may be terminated by either the employer or employee in writing. Considerations will be made for employee’s or employer’s need to adjust schedules and any applicable transition times

13. A Remote Work Agreement only changes the work location of an employee. Other aspects of the employment relationship – including employee benefits, entitlements, responsibilities, salary administration, and the application of terms and conditions of employment, collective agreements, and workplace policies – remain unchanged.

14. The Employer in consultation with the Joint Occupational Health and Safety committee will establish RWA policies and procedures to ensure workers are healthy and safe including minimum standards for remote work stations.

15. The employee agrees that joint on-site safety and suitability visits by the employer and JHSC Committee Representatives may be performed prior to the commencement of RWA and then on a regular basis, with advance notice. These visits will be to ensure that the home office meets basic safety standards, and the designated home office is suitable for the tasks to be performed by the employee. JHSC and the Employer will endeavour to conduct these visits virtually whenever feasibly possible.

16. All software used by the employee on Employer computers must be legally acquired and licensed by the Employer and installed by appropriate Employer designated personnel. All the equipment provided for RWA shall remain the property of the employer and must be returned should employment or the RWA terminate.

LETTER OF UNDERSTANDING #3

BETWEEN:

B.C. Federation of Labour

(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;

TEMPORARY INTERNET ALLOWANCE

The parties agree that the current allowance for active employees of \$75.00 per month, payable on the employee's regular pay, shall continue only until date of occupancy to the Federation's new office space located at 4259 Canada Way, Burnaby, BC, or an alternate designated permanent office space has been determined if the intended office space is no longer accessible.
