

MEMORANDUM OF AGREEMENT

BETWEEN

College of Pharmacists of British Columbia

(The "Employer")

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378
dba as MoveUP**

(The "Union")

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from March 1, 2018 to February 28, 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 four (4) years from March 1, 2023 to February 28, 2027 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 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.**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 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.

Agreed to this 26th day of April, 2023, at Vancouver, British Columbia.

For the Employer:

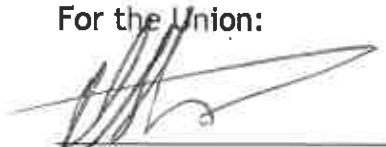


Kitty Chiu

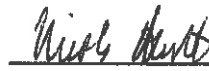


Suzanne Solven

For the Union:



Daniel Storms



Nicole Hunt



Meg Koroveshi

APPENDIX "A"

College of Pharmacists of BC and Move UP – Collective Bargaining
AMENDED EMPLOYER PROPOSAL TO RESOLVE ALL OUTSTANDING
MONETARY ITEMS #3

APRIL 26, 2023

UP #9V2 – Article 11.01 A – Sick Leave

- Change from 40 working days to 70 working days effective ratification date, with 1.25 days accumulated per month. All other terms remain the same.

UP #10V2 – Article 11.05 – Extended Health Benefits Plan

- As per “Amended Employer Proposal to Resolve Dental Plan & Extended Health Benefits – April 24, 2023”. (Please see Attachment)

UP #14 – Appendix A – Wages

- March 1, 2023 to February 28, 2024 – 5% increase
- March 1, 2024 to February 28, 2025 – 4% increase
- March 1, 2025 to February 28, 2026 – 3.25% increase or COLA Adjustment (whichever is higher) to a maximum of 4%
- March 1, 2026 to February 28, 2027 – 3% or COLA Adjustment (whichever is higher) to a maximum of 3.5%

**COLA Adjustment to be calculated based on average Consumer Price Index (CPI) (Vancouver all-items) for previous year (March 1 to February 28).

Adjustment will be incorporated into salary and paid to all categories effective the date of the applicable increase including employees who are red-circled. Any decreases in CPI below the above negotiated wage increases will not reduce salaries or contractual increases.

Item #8

To add a Memorandum of Understanding:

- Regarding Category 1, the parties will meet after ratification to discuss the creation of a Category 1 position, its salary, and job description per the process outlined in Article 12.01.

Note: All other items are considered resolved.

For the Union

2:23pm

DANCEZ STORMS - Union Representative

For College.

April 26/2023

ATTACHMENT

**College of Pharmacists of BC and Move UP – Collective Bargaining
AMENDED EMPLOYER PROPOSAL TO RESOLVE DENTAL PLAN &
EXTENDED HEALTH BENEFITS**

APRIL 24, 2023

11.02 D – Changes in Coverage

- Add the following to the Collective Agreement:

“If the Employer makes changes to coverage provided to employees under the current group benefit plan, the Union’s staff representative shall be informed at least 60 days prior to the changes taking effect.”

11.04 – Dental Plan

- Language remains as is as per the current Collective Agreement:

“The Employer shall continue to make available the existing or comparable Dental Plan to all eligible employees.”

11.05 – Extended Health Benefits Plan

- Language remains as is as per the current Collective Agreement:

“The Employer shall continue to make available the existing or comparable Extended Health Benefit Plan to all eligible employees. The Plan will include a prescription Direct Pay card at no cost to the employee

Effective March 1, 2024, this plan shall include:

- An eyeglass or contact lens option of \$400.00 every 24 months
- Full cost of eye exam
- Paramedical coverage for the following shall be \$1500.00 combined for the following:
 - Registered Psychologists
 - Registered Clinical Counsellor
 - Social Worker”

Note: All items related to Article 11.02, 11.05, 11.06 are considered resolved.

For the Union

2:23pm

DANIEL



Storms – Union Representative

For College



April 26/23



(Canadian Office and Professional Employees Union, Local 378)

COLLEGE OF PHARMACISTS PROPOSALS 2023 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#4	8.01	April 14, 2023	10:10
		Add: <u>National Day for Truth and Reconciliation</u> Re-letter for ease of reading.	

8.01

- a) The employer agrees to provide all full-time employees with the following 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		

and any other day(s) that may be stated a legal holiday by the Provincial and/or Federal Government, provided such holidays are recognized by the Employer for its own staff.

- b) Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to an employee working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employee working in the said location where the holiday is declared.
- c) 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 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 upon by the employer and the employee.

E&OE

Signed off this 4th day of April 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

COLLEGE OF PHARMACISTS PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/NOU	Date:	Time:
UP#5	Article 10.02	Amend - Bereavement Leave agreed April 26/	2:00 p

10.02 Bereavement Leave

- a) In cases of death in the immediate family, i.e., ~~husband, wife, spouse, same-sex partner, common-law spouse, son, son-in-law, daughter, daughter-in-law, stepchild, father, mother, step-parent, sister or brother~~, an employee shall be granted up to five (5) days' leave of absence with full pay. Three (3) days' leave with pay shall be granted to any employee who wishes to attend services related to the death of ~~father-in-law, mother-in-law, brother-in-law or sister-in-law, niece or nephew, aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren, or close friends~~. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.
- b) Employees who have to travel out-of-province, overseas or to remote areas are allowed ~~two~~ three additional working days off without pay or more as mutually agreed between the Employer and the employee.

E&OE
Signed off this

day of

of

For the Union

For the Employer

[Handwritten signature]

[Handwritten signature]

23

**College of Pharmacists of BC and Move UP – Collective Bargaining
UNION PROPOSAL – APRIL 6, 2023**

ARTICLE 10 – LEAVES OF ABSENCE

10.04 Adoption Leave

Adoption Leave shall be granted in accordance with the provisions of the Employment Standards Act. Seniority shall accrue during adoption leaves.

Signed off on:

April 6, 2023

For the Union:

[Handwritten signature]

For the Employer:

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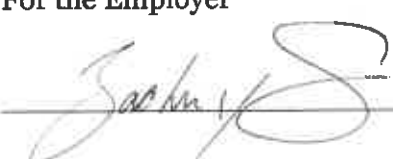
**COLLEGE OF PHARMACISTS
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: April 6	Time:
UP#8v2	10.08	NEW—First Responder Leave Revised per ER comments	

10.08 First Responder Leave

Employees who are volunteer emergency and rescue workers may request up to three (3) days unpaid leave to provide emergency services when dispatched.

E&OE
Signed off this 24th day of April 2023
For the Union  For the Employer 

College of Pharmacists of BC and Move UP – Collective Bargaining
UNION PROPOSAL – APRIL 5⁶, 2023

ARTICLE 10 – LEAVES OF ABSENCE

10.08 Domestic or Sexual Violence Leave

Domestic and Sexual Violence Leave shall be granted in accordance with the provisions of the Employment Standards Act. Seniority shall accrue during domestic and sexual violence leaves.

Signed off on:

April 6, 2023

For the Union:

[Handwritten signature]

For the Employer:

[Handwritten signature]



**COLLEGE OF PHARMACISTS
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)



Union			
Number	Affected Article/MOU	Date:	Time:
UP #20	10.10	NEW	

10.10 Gender Reassignment Leave

a) 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 Article 11 (Sick Leave, Welfare Plan and Pension Plan).

35 ps b) ~~The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's needs and will accommodate the employee up to the point of undue hardship for the Employer.~~

35 ps c) ~~The Employer will ensure it enforces a harassment-free work environment, and it shall not accept any discriminatory behaviour in the workplace.~~

E&OE
Signed off this 6th day of April 2023
For the Union  For the Employer 

**College of Pharmacists of BC and Move UP – Collective Bargaining
UNION PROPOSAL – APRIL 5⁶, 2023**

ARTICLE 11 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

11.01

(b) Sick Leave shall be granted in accordance with the provisions of the Employment Standards Act. Seniority shall accrue during sick leave.

Signed off on:

For the Union:

For the Employer:

April 6, 2023



College of Pharmacists of BC and Move UP – Collective Bargaining

EMPLOYER PROPOSAL – APRIL 5, 2023

ARTICLE 12 – WAGES

12.01

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum salary wage rate for such classification in accordance with the table of classifications as set forth in Appendix “A” which is attached hereto and made part of this Agreement.

If the Employer makes a substantive change to an existing job description or creates a new job description, the Employer will provide a copy of the job description to the Union and will become the recognized job description unless the Union presents written objection within thirty (30) days.


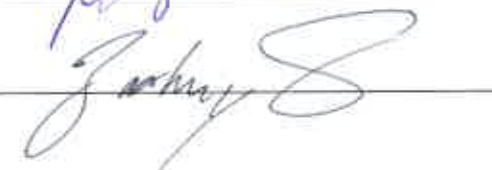
The Parties agree that the existing job profiles (without KPIs) are the current job descriptions and are agreed to by the parties.

The Parties agree that the current positions are properly classified.

Signed off on:

For the Union:

For the Employer:

April 5, 2023



College of Pharmacists of BC and Move UP – Collective Bargaining
EMPLOYER PROPOSAL – APRIL 5, 2023

ARTICLE 14 – PROMOTION, LAY-OFF AND RECALL

14.03 Lay-off

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

- a) Temporary employees shall be laid off before full-time or part-time employees;
- b) The employee with the least amount of seniority shall be the first to be laid off in the classification affected;
- c) The laid off employee may displace an employee with less seniority in any classification, provided the laid off employee has the qualifications to satisfactorily perform the position duties; and has seven (7) calendar days to make a decision; and
- d) Any employee displaced from her position as a result of this bumping procedure shall have the right to displace an employee with less seniority in any classification provided she has the qualifications to satisfactorily perform the position duties and has seven (7) calendar days to make a decision.
- e) (e) An employee transferred to a lower classification shall be paid the maximum of that scale. In the event the maximum of the scale is lower than the present salary of the employee, the employee shall be red-circled in her present salary.
- f) (f) A red-circled employee will continue on that scale until the pay scale of the lower classification becomes equal to or more than her wage.
- g) Notwithstanding the above, such an employee will be entitled to fifty percent (50%) of all contractual wage raises.

Signed off on:

For the Union:

For the Employer:

[Signature] April 5, 2023

[Signature]

[Signature]

College of Pharmacists of BC and Move UP – Collective Bargaining
EMPLOYER PROPOSAL – APRIL 5, 2023

ARTICLE 15 – GENERAL

15.06 Professional Development Courses

The Employer will pay one hundred percent (100%) of course fees to a maximum of One thousand (\$1000) dollars per year for all pre-approved employee-initiated courses, provided that completion of the course is documented. This reimbursement will be prorated if employees work less than a year. Otherwise, repayment of the portion of the course fee paid by the employer is required no later than 30 days after the date of the course. In the event the employee is precluded from completing the course due to extenuating circumstances, the employee will not be required to reimburse the employer for the course fees paid by the employer. This applies for each employee, does not apply to employer directed programs, does not apply to required job training.

Signed off on:

For the Union:

For the Employer:

April 5, 2023



College of Pharmacists of BC and Move UP – Collective Bargaining

UNION PROPOSAL – APRIL ⁶~~5~~, 2023

ARTICLE 15 – GENERAL

15.10 Medical Accommodation

An employee shall have the right to have the Job Steward(s) or Union Representative of the Union attend a meeting scheduled to deal with a medical accommodation.

Signed off on:

April 6, 2023

For the Union:

[Handwritten signature]

For the Employer:

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College of Pharmacists of BC and Move UP – Collective Bargaining
EMPLOYER PROPOSAL – APRIL 5, 2023

ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation

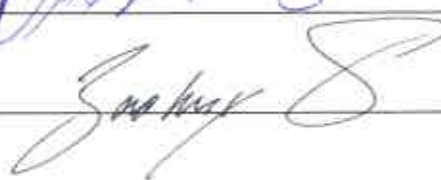
- (a) Wherever possible, the Employer shall provide the Union with a minimum of three (3) ~~up to~~ months' written notice of intention to introduce a measure, policy, practice or change that will affect the terms, conditions or security of employment of an employee.
- (b) After the required notice has been given, the Employer and the Union will meet within twenty (20) days in good faith and endeavour to develop an adjustment plan appropriate to the scope and extent of the pending change(s) identified above and consistent with the provisions of the appropriate legislation.

Signed off on:

For the Union:

For the Employer:

April 5, 2023





(Canadian Office and Professional Employees Union, Local 378)

COLLEGE OF PHARMACISTS
PROPOSALS 2023
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#13	Article 19	April 9 / 23 AMEND - List of Arbitrators & Spelling error	10:10

ARTICLE 19 - ALTERNATE DISPUTE RESOLUTION

Notwithstanding the procedures set out in Article 18 the Parties agree to incorporate the expedited arbitration procedure outlined below 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 unless by mutual agreement.
- (d) The single arbitrator will be the first available for mutually agreeable date(s) from the following list:

- 1. ~~Chris Sullivan~~
- 2. ~~Judi Korbin~~

- 3. ~~Mark Brown~~ ✓
- 4. ~~Rick Coleman~~
- 5. ~~Jacque de Aguayo~~
- 6. ~~Elaine Doyie~~
- 7. ~~John Hall~~ ✓
- 8. ~~Alison Matacheski~~
- 9. ~~Arnie Peltz~~
- 10. ~~Amanda Rogers~~

9. Or other arbitrator by mutual agreement between the Parties.

- (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.
- (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~~ disbursements or expenses of the Arbitrator.

E&OE
Signed off this 5th day of April 2023

For the Union

For the Employer

College of Pharmacists of BC and Move UP – Collective Bargaining

UNION PROPOSAL – APRIL 6, 2023

LOU – FLEXIBLE WORK ARRANGEMENT

The Parties recognize that the Employer is in the process of exploring a flexible work arrangement model for its workplace.

The Parties agree that the pilot project will continue as per the Flexible Work Arrangement Guidelines.

Within 6 months of signing the agreement, the Employer will provide an interim report on the pilot project.

Once the pilot project has concluded, the Employer will share an outcome summary with the Union.

Signed off on:

April 6, 2023

For the Union:

[Handwritten signature]

For the Employer:

[Handwritten signature]