

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, 2022 to December 31, 2022, 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, 2023 to December 31, 2024.
5. Signing Bonus

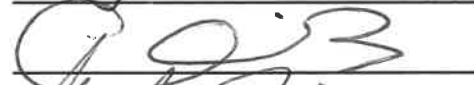
All employees as of January 1, 2023³ who are active employees in good standing with the Union shall receive a signing bonus of \$500.00 upon ratification of this agreement. Employees who have resigned or been terminated are not entitled to the signing bonus.


6. Upon ratification by both Parties in accordance with this Memorandum, all 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. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
9. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
10. 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.
11. 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 9 day of May, 2023.

For the Union







For the Employer







APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	Housekeeping - Appendices	

The Union proposes the following Amendments :

- rename Appendix 'F' to Appendix "C"
- rearrange the Appendices and LOUs at back of agreement to Appendix A, Appendix B, Appendix C, LOU1, LOU2, LOU3, LOU4, and MOA1

The Union further proposes the following amendments to Appendix 'F' :

APPENDIX "F"

LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378

This letter is attached to and forms part of the CUPE BC and Locals collective agreement but applies only to the employees of CUPE BC Division and sets no precedent for any other Trade Union Offices.

The parties agree to replace Articles 7.01; 7.02 and 7.06 with:

7.01 Regular Weekly Hours

The regular working week shall consist of thirty (30) hours for the office and clerical staff divided into five (5) days from Monday to Friday inclusive.

7.02 Regular Daily Hours

The regular working day shall consist of six (6) hours, between 8:00 am and 5:00 pm for the office and clerical staff.

7.06 Overtime

All hours worked in excess of the regular working day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. For computing an hourly rate on which overtime will be paid, the wage rate in Appendix "A" of this Agreement shall be divided by thirty (30).

For purposes of calculating overtime, paid leave provided by this Agreement shall be considered part of the regular scheduled working day.

Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer. In no case shall overtime be accumulated beyond twelve (12) months.

At that time, if agreement cannot be reached for lieu time off, payment will be made at the rate applicable at the time the overtime was worked.

And Article 8.01 with:

The parties agree to replace Articles 8.01:

8.01 List of Holidays

Employees shall be given the following holidays without deduction of pay:

New Year's Day	Canada Day	Remembrance Day
Family Day	BC Day	Christmas Day Eve
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day For Truth And Reconciliation	Boxing Day
Victoria Day	Thanksgiving Day	New Year's Eve Day

And any other day that may be stated a legal holiday by the Provincial and/or Federal

The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the employee.

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.

APPENDIX "D"

Christmas/New Year's Shut Down

Holiday Shutdown

	SAT	SUN	M	TU	W	TH	F	SAT	SUN	M	TU	W	TH	F	SAT	SUN	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

And Articles 9.01, 9.02, 9.03, 9.04 and 9.05 with:

The parties agree to replace Articles 9.01, 9.02, 9.03, 9.04 and 9.05 :

9.01

- a) Employees shall be entitled to vacations in accordance with length of service to become due on the anniversary date of the employee as follows:

Less than 1 year of service	1 2/3 days per month
After 1 year of service	4 weeks per year
After 5 years of service	5 weeks per year
After 10 years of service	6 weeks per year
After 15 years of service	7 weeks per year
After 20 years of service	8 weeks per year
After 25 years of service	9 weeks per year

- b) **Vacation Bonus**

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. The employee will have the choice of receiving their bonus either on their anniversary date or the first pay period in June of each year. The employee shall make their choice known to the Employer no later than April 30, in any given year. The vacation bonus payments will be included as a pensionable earning.

The parties agree to add the following as 15.12 specifically for CUPE Divisional Office Workers :

15.12

All employees not using employer-provided parking shall receive a monthly transportation allowance equal to the current rate charged 1, 2 or 3 Zone Translink Monthly Passes. If Translink implements a distance-based fare system, both parties will meet to discuss a monthly allowance equivalent under the new fare system.

~~Add Appendices "A" (Categories, Classification and Salaries) and Appendices "B" (Job Descriptions)~~

The parties agree to replace Appendix 'A' with the following :

APPENDIX "A"

Salary Schedule (continued)

	January 1, 2016		January 1, 2017	
	Start Rate	1-Year Rate	Start Rate	1-Year Rate
GROUP A				
Regional Administrative Officer		\$1960.67		\$1990.08
Fleet Manager				
GROUP B				
Administrative Assistant	\$1347.04	\$1366.90	\$1367.25	\$1387.41
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Health and Safety Assistant				
Senior Collective Agreement Analyst				
Recording Secretary				
Bookkeeper	\$1295.28	\$1321.01	\$1314.71	\$1340.83

Executive Secretary	\$1267.10	\$1292.87	\$1286.10	\$1312.26
Collective Agreement Analyst				
Personnel Clerk	\$1248.39	\$1274.13	\$1267.11	\$1293.24
Secretary (1-clerical office)	\$1234.55	\$1260.33	\$1253.06	\$1279.24
Part-time Secretary (1-clerical office)	\$41.15 /hr	\$42.01 /hr	\$41.76 /hr	\$42.64 /hr
Purchasing & Receiving Clerk	\$1232.87	\$1258.60	\$1251.36	\$1277.48
Secretary	\$1214.56	\$1240.26	\$1232.77	\$1258.86
Part-time Secretary	\$40.48 /hr	\$41.34 /hr	\$41.09 /hr	\$41.96 /hr
Statistical Clerk-typist	\$1195.40	\$1221.15	\$1213.33	\$1239.47
Part-time Clerk-typist	\$39.18 /hr	\$39.90 /hr	\$39.77 /hr	\$40.50 /hr
Clerk-Typist	\$1175.52	\$1197.17	\$1193.15	\$1215.13
Receptionist				
Receptionist Clerk-Typist				
Machine Operator				
Maintenance/Stockroom Clerk				

**Plus 7% over the rate for bilingualism

Title	Annual	Bi-Weekly	Weekly	Hourly
Accountant	\$80,184.00	\$3,084.00	\$1,542.00	\$51.40
Sr. Accountant	\$93,950.48	\$3,613.48	\$1,806.74	\$60.22

It is agreed that whatever wage increase that is negotiated for the employees of the CUPE Regional Division Office shall apply to this salary schedule.

E&OE
Signed off this 5 day of may 2023

For the Union
[Signature]

For the Employer
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	Article 10.11	Cultural Leave	

[...]

10.11 Indigenous Cultural Leave

Indigenous employees are entitled to up to five (5) days leave with pay per calendar year to observe or participate in traditional indigenous activities that connect these employees to their culture and language.

E&OE

Signed off this 5 day of MAY 2023

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Article 10.11	NEW	

10.10 Menstrual & Menopause Leave

An employee is entitled to use paid sick leave days under Article 11.01, in the event of inability to perform work duties because of menstruation and menopause, and their associated symptoms. No medical certificate will be required.

E&OE

Signed off this 5 day of May 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	Article 10.01	NEW	

10.01

An employee may apply for and where possible receive up to 1 (one) year unpaid leave (including leaves for education) of absence for reasons other than sick leave.

Permissions 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.

E&OE

Signed off this 3 day of May 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	Article 11.04, 1.05	Amend	


The Parties agree to the following increases to coverage of the dental and extended health benefit plans :

- Acupuncture coverage increased to \$500.00\yr
- Chiropractor coverage increased to \$800.00\yr
- Vision care coverage increased to \$600.00\2yr
- Coverage for all vaccines, including Shingles Vaccine
- Increase Part B coverage of Dental Plan to 80%

E&OE

Signed off this 5 day of May 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	Article 22	Duration	

ARTICLE 22 – DURATION

22.01

- a) This Agreement will be in full force and effect on and after the ***1st day of January, ~~2022~~ 2023***, to and including the ***31st day of December, ~~2022~~ 2024***, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, ~~2021~~ ***2024***, or sixty (60) days prior to the 31st of December, in any year subsequent thereto.

- b) When such notice is given, the provisions of this 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 lock-out, whichever first occurs.

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 5 day of May 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	Appendix A	GWI	

The Parties agree to amending the wage grid with the following wage increases :

2023 - \$1.25\HR

2024 - 3%

+ **\$500.00 Signing Bonus Upon Ratification**



(Canadian Office and Professional Employees Union, Local 378)

**CUPE BC and Locals
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	LOU #1	NEW - <u>The Parties agree to extending the work hour pilot for the term of the successor collective agreement</u>	

LETTER OF UNDERSTANDING 1

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 December 31st, 2024

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) hours or eight (8) hours per day, or thirty-five (35) hours per week, 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) hours or eight (8) hours per day, or thirty-five (35) hours per week, 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) or eight (8) hours 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 time and 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.

E&OE

Signed off this 5 day of MAY 2023

For the Union



For the Employer



EMPLOYER PROPOSAL # 7

ARTICLE- 10

DATE: MARCH 30, 2023

10.02 Bereavement Leave

- a) In cases of death in the immediate family, 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:

- o Partner/spouse of the employee;
 - o Child, step-child or foster child of the employee or of the employee's partner/spouse;
 - o Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;
 - o Sibling of Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;
 - o Grandparent or step-grandparent of the employee or of the employee's partner/spouse;
 - o Grandchild or step-grandchild of the employee or of the employee's partner/spouse;
 - o Partner/spouse of a child of the employee;
 - o Sibling of the employee;
 - o Sibling-in-law of the employee;
 - o Children of sibling or sibling-in-law of employee or partner
 - o Traditional or customary adopted children of employee or partner
 - o A relative of the employee who permanently resides with the employee and who is dependent upon the employee for care and assistance.
 - o or 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.
- b) If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to their vacation entitlement.
- c) A half (1/2) day leave of absence shall be granted to an employee to attend a service funeral ~~as a pall bearer or mourner~~ for the death of a friend or relative not covered by Article 10.2 (a).
- d) Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.



EMPLOYER PROPOSAL # 8

ARTICLE- 10

DATE: MARCH 30, 2023

10.03 Maternity and Parental Leave

- a) For the purpose of this Article, "spouse" includes common-law wife partner within the meaning of the Family Law Act.



EMPLOYER PROPOSAL # 9

ARTICLE- 10

DATE: MARCH 30, 2023

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 their own 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 twenty (20) hours in any calendar year. Forty-eight (48) hours notice to the Employer is required whenever possible.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

EMPLOYER PROPOSAL # 10

ARTICLE- 10

DATE: MARCH 30, 2023

10.05 Family Responsibility Leave

- a) In the case of illness/injury of an immediate family member (~~including same sex partner~~), the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.

- b) In the event of a serious illness or injury to a spouse (~~including same sex partner~~), dependent or non-dependent child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the accumulated sick leave bank.



EMPLOYER PROPOSAL # 11

ARTICLE- 11

DATE: MARCH 30, 2023

~~11.09 Benefit Plan Coverage~~

~~Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by the employee.~~



EMPLOYER PROPOSAL # 16 Version 2

Co-op

DATE: April 5, 2023

The Parties agree to LOUXX – Co-op Student Employment, to be added into the Collective Agreement

Co-op Student Employment

The Parties recognize the benefits of hiring Co-op Students to allow for the students to get some practical work experience, CUPE BC to gain the benefit of added value in the workplace and the Union to be provided with an opportunity to familiarize people entering the workplace with the Union. To that end the Parties agree to implement a Co-op Student program under the following terms:

1. Students hired under the Co-operative Educational Training Program (co-op students) are registered in a recognized University or College education program.
2. Co-op students are employees hired for a limited duration on a supernumerary basis to provide a work experience that is acceptable to their institution and relevant to their program of study. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
3. Co-op students' wages will be at paid as per Appendix "C" Clerk Typist rate. Pay rates may be adjusted with agreement of the Union.
4. The length of appointment will be laid out prior and correspond to the requirements of the co-op student's educational program.
5. The co-op students and/or student placements hours of work will be the same as Move Up members working in the section or work unit.
6. Students hired under this Agreement will accumulate seniority.
7. Students hired under this Agreement will become members of Move Up while employed by CUPE BC.
8. Either Party may cancel Letter of Understanding by providing at least 30 days written notice. Should a notice of cancelation be provided all co-op placements in effect at the time shall continue until the under the terms agreed in the original placement.

A worker who in addition to their normal duties is required to supervise any Co-Op student shall receive in addition to their regular salary, a supervisory differential of 5% (five percent) for all hours in this capacity.



