

UC
V2

MEMORANDUM OF AGREEMENT

BETWEEN:

IWA-FOREST INDUSTRY PENSION AND LTD PLANS

(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 September 1, 2019 to August 31 2023, 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 September 1, 2023 to August 31 2026.
5. 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, unless specifically stated otherwise.
6. 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

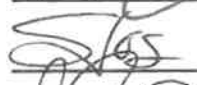
shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.

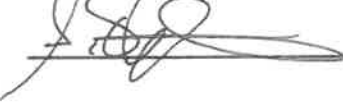
7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer 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.
9. 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.
10. 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 20th day of September, 2023.


For the Union









For the Employer







APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**IWAPP
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Article 1.1	NEW - 1.1 (Renumber Accordingly)	

Territorial Acknowledgement

1.1 As Parties to the Collective Agreement, we are committed to reconciliation for Indigenous peoples. We acknowledge that the Plan Office is located on the traditional, ancestral, and unceded territory of the Skwx wú7mesh and Hul'q'umi'num' speaking peoples.

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.

The Parties expressly agree to confer with stakeholders to ensure proper land recognition with respect to naming proper First Nations.

E&OE

Signed off this

19

day of

September

20

23

For the Union

For the Employer

IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#2 V3	6.1	Sept 20	3

6.1 The work day shall consist of seven (7) hours and thirty (30) minutes on a continuous basis between 8:00 a.m. and 4:30 p.m., Monday to Friday excluding the one (1) hour lunch period. This Agreement shall provide for a nine-day fortnight.

The Employer may alter regular hours of work on a temporary or permanent basis after consultation with affected employees. Employees will not be requested to work past 8 PM. Affected employees will be entitled to a one dollar and a half (\$1.50) per hour shift premium for all hours of the shift.

Hours of work alterations will be limited strictly to the minimum required to provide required operational coverage.

Selection will be first by volunteer, provided employees are qualified and have successfully passed probation or trial review period. If there are no volunteers, then selection will be according to seniority, provided employees are qualified and have successfully passed probation or trial review period.

6.2 A lunch period of one (1) hour will be provided and taken within the two (2) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.

The Employer will allow an opportunity to a one-half (½) hour flex to the hours of work either by reduction in lunch period or adjusting the start time. Other conditions that apply are as follows:

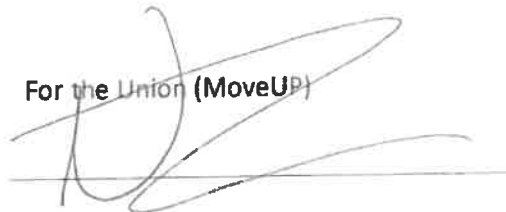
- (a) selection by seniority
- (b) individuals moving into department to accept shift available
- (c) when preferential shifts become available, access to senior employees

Agreed to this 20 day of September, 2023

For the Employer (IWA/AFIP)



For the Union (MoveUP)





(Canadian Office and Professional Employees Union, Local 378)

IWAPP PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Article 7	<i>Amend</i>	

ARTICLE 7 – STATUTORY HOLIDAYS

7.1 The Employer agrees to provide all employees with the following statutory holidays, with pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic, and/or Federal Government. Should any of the above holidays fall on an employee's day off, the employee shall receive an additional day or days off, with pay, to be taken at a time mutually agreed with the Employer.

7.2 The Parties agree that should the Federal or Provincial Government ~~gazette a National Day of Mourning upon passing of the reigning Monarch or Monarch's representative, and should that Day fall upon a weekend or existing holiday, that no in lieu day shall be provided.~~

Renumber accordingly

E&OE
Signed off this 8 day of September 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IWAPP
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 9.1	<i>Amend</i>	

ARTICLE 9 – LEAVE OF ABSENCE

9.1 Union Business

Leave of absence without pay will be granted to an employee for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice.

Additionally, the Employer may grant leave of absence without pay to an employee requested by the Union to serve as a Trainee Union Representative subject to the time of the leave will be subject to operational requirements and not to exceed six (6) continuous months.

E&OE
Signed off this 19 day of September 20 23

For the Union

For the Employer

IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#7	9.2	Sept. 20	5

9.2 Bereavement Leave

- (a) in cases of death involving the spouse, child, parent, guardian, or child of an employee's spouse, an employee shall be granted up to five (5) working days' leave of absence with full pay.
- (b) in cases of death involving any person who lives with an employee as a member of the employee's family, sibling, grandchild, grandparent or parent of an employee's spouse, an employee shall be granted up to three (3) working days' leave of absence with full pay.
- (c) In cases of death involving a close friend, or an individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law relationship, an employee shall be granted one (1) working day leave of absence with full day per calendar year to attend funeral or burial ceremonies.

Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

Agreed to this 20 day of September, 2023

For the Employer (IWA/IPP)

For the Union (MoveUP)

Previous Language

9.2 Bereavement Leave— In cases of death involving the spouse, children, step child, father or mother, an employee shall be granted up to five (5) working days leave of absence with full pay. In cases of death in the immediate family, i.e. father in law, mother in law, sister, brother, grandparents or grandchild, an employee shall be granted up to three (3) 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.

New Language

9.2 Bereavement Leave

(a) in cases of death involving the spouse, child, parent, guardian, or child of an employee's spouse, an employee shall be granted up to five (5) working days' leave of absence with full pay.

(b) in cases of death involving any person who lives with an employee as a member of the employee's family, sibling, grandchild, grandparent or parent of an employee's spouse, an employee shall be granted up to three (3) working days' leave of absence with full pay.

(c) In cases of death involving a close friend, or an individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law relationship, an employee shall be granted one (1) working day leave of absence with full day per calendar year to attend funeral or burial ceremonies.

Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#11 v4	10.2	Sept. 20	6 (ER)

10.2 Sick Leave and Wage Indemnity

Sick Leave

- (a) Full time employees are entitled to nine (9) paid sick days per calendar year (January 1 – December 31) for isolated absences due to illness or injury, pro-rated for part-time employees.
- (b) Employees may carry-over unused sick days to a subsequent calendar year, pro-rated for part-time employees, but at no time will an employee have an allotment greater than eighteen (18) sick days.
- (c) Employees are not entitled to compensation for unused sick days at the end of their employment.

Proof of Disability

- (d) Payment of the benefits described below in sections 10.2(e)(f) and (g) are subject at all times to the submission of acceptable medical evidence substantiating the disability of an eligible employee, when such evidence is requested by the Employer or the Insurance Underwriter.

Bridge to Wage Indemnity

- (e) Subject to sub-section 10.2(d), an employee with a disability is entitled to thirty calendar days' paid sick leave as a bridge to their short-term disability. All parties will be reasonable and flexible in the administration of this sub-paragraph 10.2(e).

Short Term Disability

- (f) Following the thirty days' in section 10.2(e), provided an employee remains diagnosed with a disability and subject to sub-section 10.2(d), an employee is entitled to two-thirds (2/3) of salary payable for up to and including twenty-four (24) months.

Long Term Disability

- (g) Following the twenty-four months in section 10.2(f), provided an employee remains diagnosed with a disability and subject to sub-section 10.2(d), an employee is entitled to two-thirds (2/3) of salary payable to a maximum of age sixty-five (65).

Part-Time Employees

(h) All entitlements under this section 10.2 for part-time employees shall be pro-rated based on their hours of work, and provided they work a minimum of 20 hours per week.

The Employer agrees that Part 6 of the *Employment Standards Act* applies to Part-Time employees.

Changes to 10.2 are effective Jan. 1, 2024 (employees can carry over 2023 unused sick days)

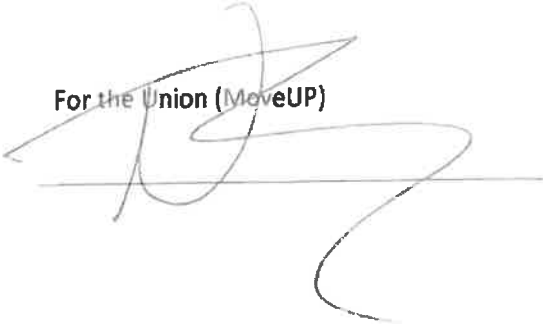
Union withdraws UP#4, 5, 8 & 9, and 10.7 in UP#12

Agreed to this 20 day of September, 2023

For the Employer (IWAFFIP)



For the Union (MoveUP)



Previous Language

10.2 Sick Leave and Wage Indemnity

~~One hundred percent (100%) first thirty (30) days (absences of less than five (5) consecutive sick leave days are not counted as part of the thirty (30) days). Two thirds (2/3) of salary payable at time disability absence commences for twenty-four (24) months, two thirds (2/3) of salary payable at time disability absence commences until age sixty-five (65). Payment of the benefits described in this Article is subject to the submission of acceptable medical evidence substantiating the disability of an eligible employee, when such evidence is requested by the Employer or the Insurance Underwriter.~~

~~Sick leave entitlements for part-time employees shall be pro-rated based on their hours of work.~~

~~To qualify for wage indemnity, the employee must work a minimum of 20 hours per week.~~

New Language

10.2 Sick Leave and Wage Indemnity

Sick Leave

(a) Full time employees are entitled to nine (9) paid sick days per calendar year (January 1—December 31) for isolated absences due to illness or injury, pro-rated for part-time employees.

(b) Employees may carry-over unused sick days to a subsequent calendar year, pro-rated for part-time employees, but at no time will an employee have an allotment greater than eighteen (18) sick days.

(c) Employees are not entitled to compensation for unused sick days at the end of their employment.

Proof of Disability

(d) Payment of the benefits described below in sections 10.2(e)(f) and (g) are subject at all times to the submission of acceptable medical evidence substantiating the disability of an eligible employee, when such evidence is requested by the Employer or the Insurance Underwriter.

Bridge to Wage Indemnity

(e) Subject to sub-section 10.2(d), an employee with a disability is entitled to thirty calendar days' paid sick leave as a bridge to their short-term disability. All parties will be reasonable and flexible in the administration of this sub-paragraph 10.2(e).

Short Term Disability

(f) Following the thirty days' in section 10.2(e), provided an employee remains diagnosed with a disability and subject to sub-section 10.2(d), an employee is entitled to two-thirds (2/3) of salary payable for up to and including twenty-four (24) months.

Long Term Disability

(g) Following the twenty-four months in section 10.2(f), provided an employee remains diagnosed with a disability and subject to sub-section 10.2(d), an employee is entitled to two-thirds (2/3) of salary payable to a maximum of age sixty-five (65).

Part-Time Employees

(h) All entitlements under this section 10.2 for part-time employees shall be pro-rated based on their hours of work, and provided they work a minimum of 20 hours per week.

The Employer agrees that Part 6 of the Employment Standards Act applies to Part-Time employees.

Changes to 10.2 are effective Jan. 1, 2024 (employees can carry over 2023 unused sick days)

IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#12	10	Sept 20	2

10.4

- No changes to dental

10.5

- Vision care –\$800/2 yrs, including lens implant coverage
- Accu - \$400
- Chiro/naturopath - \$800
- Massage therapy/physio-therapy - \$700
- Psych/clinical - \$700
- No benefits for retirees

10.7

- HSA - \$800

Article 10 to be re-numbered per ER#2

10.6 & 10.7 have been withdrawn.

Changes to benefit plans are effective Jan. 1, 2024

Agreed to this 20 day of September, 2023

For the Employer (IWA-FIPP)



For the Union (MoveUP)



IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#14	15.5	Sept 19	2 (ER)

15.5 ~~Parking, and Transit and Employee Fitness subsidy~~ -- A parking, ~~and transit, fitness facility membership or program~~ subsidy of up to one hundred ~~twenty-five~~ dollars (~~\$125~~~~100~~) shall be provided to all regular employees on a monthly basis, reimbursement upon proof of payment. Proof must be submitted for reimbursement within sixty (60) calendar days of purchase. The subsidy will be reimbursed on the next possible payroll cycle.

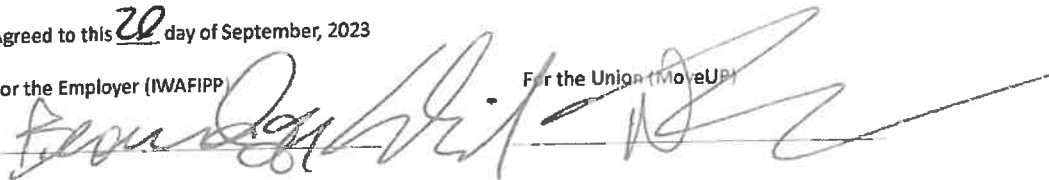
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~~This subsidy is available to part-time employees on a pro-rated basis.~~

Agreed to this 20 day of September, 2023

For the Employer (IWA-FIPP)

For the Union (MoveUP)



IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#15	15.8	Sept. 20	3 (union)

15.8 Tuition Reimbursement

(a) Employee Elected Courses

The Employer may pay the full cost (including any necessary publications) of night school or correspondence courses related to the Employer's business successfully completed through a recognized educational facility.

The Employer will reimburse the employee at the rate of one hundred (100%) percent provided the employee successfully completes the course and provided the employee remains with the Plan Office for one year following completion of the course. If the employee leaves the Plan Office within the year following completion of the course (except if they are terminated without cause), the employee will reimburse the Plan Office on a pro-rated basis based on the time remaining in the year following completion of the course.

For further clarity:

- employees must obtain approval from their manager prior to registering for courses under this provision;
- successful completion includes up to one re-write of a failed exam leading to a certification; and
- the Employer will pay the cost of the course up front, and the employee will reimburse the Employer if they do not successfully complete the course, and/or they leave the Employer within one year following successful completion of the course.

(b) Employer Elected Courses

If the Employer requires an employee to attend a seminar or course, the Employer will pay the costs of the seminar or course, including tuition, entrance or registration fees, seminar or course-related books and necessary travelling expenses. Fees will be paid by the Employer when due.

Sept 20, 2023
Blaine [Signature] [Signature]

Previous Language

15.8 Tuition Reimbursement –

~~The Employer agrees to pay the full cost (including any necessary publications) of Employer approved job related night school or correspondence courses successfully completed through a recognized educational facility, up to a maximum of four hundred fifty dollars (\$450.00) per year. The Employer will reimburse the employee at the rate of one hundred (100%) percent upon successful completion of the course.~~

~~If the Employer requires an employee to attend a seminar or course, the Employer will pay the costs of the seminar or course, including tuition, entrance or registration fees, seminar or course related books and necessary travelling expenses. Fees will be paid by the Employer when due. If the employee does not successfully complete the seminar or course, the employee will repay the Employer for all expenses paid by the Employer for the seminar or course.~~

New Language

15.8 Tuition Reimbursement

(a) Employee Elected Courses

The Employer may pay the full cost (including any necessary publications) of night school or correspondence courses related to the Employer's business successfully completed through a recognized educational facility.

The Employer will reimburse the employee at the rate of one hundred (100%) percent provided the employee successfully completes the course and provided the employee remains with the Plan Office for one year following completion of the course. If the employee leaves the Plan Office within the year following completion of the course (except if they are terminated without cause), the employee will reimburse the Plan Office on a pro-rated basis based on the time remaining in the year following completion of the course.

For further clarity:

- employees must obtain approval from their manager prior to registering for courses under this provision;
- successful completion includes up to one re-write of a failed exam leading to a certification; and
- the Employer will pay the cost of the course up front, and the employee will reimburse the Employer if they do not successfully complete the course, and/or they leave the Employer within one year following successful completion of the course.

(b) Employer Elected Courses

If the Employer requires an employee to attend a seminar or course, the Employer will pay the costs of the seminar or course, including tuition, entrance or registration fees, seminar or course-related books and necessary travelling expenses. Fees will be paid by the Employer when due.



(Canadian Office and Professional Employees Union, Local 378)

**IWAPP
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		Sept. 20	
UP#17	Article 21 20	For discussion	

**20
ARTICLE ~~2021~~ - DURATION**

~~20.1 This Agreement will be in full force and effect on and after the 1st day of September 2019, to and including the 31st day of August 2023, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party thereto, at least sixty (60) days prior to the 31st day of August 2023, or sixty (60) days prior to the 31st day of August in any year subsequent thereto.~~

20.1
~~21.1~~ This Agreement will be in full force and effect on and after the 1st day of **September 2023**, to and including the 31st day of **August 2026**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party thereto, at least sixty (60) days prior to the 31st day of **August 2026**, or sixty (60) days prior to the 31st day of **August** in any year subsequent thereto.

20-2
~~201.2~~ It is mutually agreed by the Parties 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 20th day of September 2023

For the Union

For the Employer

IWA-FOREST INDUSTRY PENSION & LTD PLANS / MOVEUP BARGAINING 2023

EMPLOYER PROPOSAL

Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
UP#18	Appendix A&B	Sept. 20, 2023	4

Year 1 – Sept. 1, 2023 – 6% General Wage Increase

Year 2 – Sept. 1, 2024 – 3% General Wage Increase

Year 3- Sept. 1, 2025 – 2% General Wage Increase

Union withdraws UP#13 (pension)

Employer withdraws ER#3 (picket line)

Union withdraws UP#16

Agreed to this 20 day of September, 2023

For the Employer (IWA/FIPP)



For the Union (MoveUP)



Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
ER# <u>2</u>	10	Sept. 18, 2023	1.0

Delete 10.1, reference to Birth Control in 10.5 and re-number Article 10.

~~10.1 Medical Plan — Medical Services Plan of B.C.~~

~~Employees with at least one (1) year of service will be covered for a period of six (6) months following layoff or separation due to technological or procedural change. Where termination is for reasons other than those listed herein, this Article shall not apply.~~

10.5 Extended Health

The Employer agrees to provide an Extended Health Benefit Plan, which shall include provisions for:

- (a) Vision Care – Up to a maximum cost of six hundred dollars (\$600.00) every two year per eligible individual family member
- (b) Hearing Aids – up to a maximum of \$550.00.
- (c) Co-insurance to \$19.50 per day, covering inter-hospital allowances.
- (d) Lifetime maximum payable shall be one hundred thousand (\$100,000.00) dollars.
- (e) Acupuncture – two hundred dollars (\$200.00) per year.

~~(f) Birth Control Coverage~~

Remove strike thru

Agreed to this 18 day of September, 2023

For the Employer (IWAFIPP)

For the Union (MoveUP)

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Proposal Number	Article/MOU	Date/Time of Proposal	Rev #
ER#4	Appendix "A"	Sept. 20, 2023	1.0

Appendix "A"

JOB CLASSIFICATIONS & TITLES

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- GROUP 1
- GROUP 2 - Mail Clerk
- GROUP 3 - Office Assistant
- Data Entry Operator
- Scanner
- GROUP 4 - Collections Coordinator I
- GROUP 5 - Pension Support Officer
- Collections Coordinator II
- GROUP 6 - LTD Benefits Coordinator
- GROUP 7 - ~~Accounting Assistant~~ Finance Analyst
- Pension Analyst
- LTD Benefits Coordinator – Team Lead
- ~~System Administrator Assistant~~
- GROUP 8 - Pension Specialist
- Companies Coordinator
- GROUP 9 - Supervisor LTD Benefits
- Senior Pension Specialist
- GROUP 10 - Programmer Analyst
- System Administrator

Training

The Employer will provide the Union with a letter confirming the Employer's commitment to increase training opportunities for members of the bargaining unit during the life of the Collective Agreement.

Job Descriptions & Evaluations

To be dealt with outside of negotiations as provided under Article 12.2.

Agreed to this 20 day of September, 2023

For the Employer (IWA/FIPP)

For the Union (MOU/EDP)