

MEMORANDUM OF AGREEMENT

BETWEEN:

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

BC NURSES' UNION

AND:

**MoveUP, Local 378 of the Canadian Office and Professional Employees
Union**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from January 1st, 202¹⁶~~3~~ through December 31st, 202²²~~3~~ (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 five (5) years from January 1st, 2023 to December 31st, 2027 with 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 January 1st, 2023 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

Signed at Burnaby, B.C. this 29th day of November,
2023

[Signature] Monique Smart, COO
[Signature] Anna Felty, HR Manager
[Signature] Danette Thibault - RCM BENU

FOR THE EMPLOYER

[Signature] Phillip M. Bar UNION REPRESENTATIVE MOVE UP
[Signature] - JOB STEWARD - MOVE UP
[Signature] Ryan Harmer - Bargaining Committee - Move Up

FOR THE UNION





**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 23 / 23	10:30 AM
UP #1	Various	Housekeeping	

- (1) Amend cover page with new dates.
- (2) Amend all gender pronouns to gender neutral pronouns.
- (3) Update table of contents to include headings



E&OE
Signed off this 23rd day of February 2023
For the Union  For the Employer 

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
BCNU #	1.03	FEB. 23/23	10:40 AM
	Amend		

ARTICLE 1: PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.
- 1.02 For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement, the same shall be constructed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.03 The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The parties agree that openness and respect are essential to encourage diversity, equity and inclusion. In addition, openness fosters accountability, responsibility, and serves to safeguard fairness and due process.

Signed off this 23rd day of FEBRUARY, 2023
For the Employer: 
For the Union: 



(Canadian Office and Professional Employees Union, Local 378)

BC Nurses' Union PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 23/23	10:39
UP #5	Article 3.04	New	

3.04

The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month, together with a list of employees from whom such deductions were made. ~~If requested, a~~ A copy of this list will be forwarded to the ~~Office~~ Job Steward(s). A list of employees from whom such deductions were made will be provided twice per year, and said list shall include the following upon the Union obtaining consent from the employees:

- a) Name and address
- b) Employee ID number
- c) Monthly salary
- d) Amount of dues deducted
- e) Work location
- f) Job classification
- g) Date of hire
- h) Job title

E&OE
Signed off this 23rd day of February 2023

For the Union For the Employer



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 23/23	10:39 AM
UP #6	Article 3.05	New-	

3.05

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security. New employees shall be provided with a copy of the Collective Agreement at the time of their hire. New employees will be advised of the name and location of their job steward. Where operational requirements permit, the BCNU agrees to introduce the new employee to the steward who shall be given fifteen (15) minutes with the new employee to provide a brief orientation of their Union.

E&OE
Signed off this 23rd day of February 2023
For the Union [Signature] For the Employer [Signature]

**BCNU Response to MoveUP Proposals
March 23, 2023**

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #7	3.07	March 23, 2023	
	<i>Amend</i>		

3.07 Time Off Work for Other Union Business/Trainee Union Representative Leave

The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councilors, and Job Stewards or other Union officials, or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union, all wages and benefits paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant unpaid time off for union stewards to attend seminars and training courses. ~~Such time off will be at the sole discretion of the Employer subject to operational requirements.~~

The Employer will grant leave of absence to an employee requested by the Union- to serve as the trainee union representative, in accordance with the foregoing paragraphs, subject to the following conditions:

- **The Union will provide four (4) weeks' notice to the Employer in advance of such leave;**
- **The period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer;**
- **This leave will not be granted to more than one employee per year.**

Time off under this Article will be at the sole discretion of the Employer subject to operational requirements.

Signed off this 23rd day of March, 2023
For the Employer: _____
For the Union: Phillip M. Bar

BCNU Response to MoveUP Proposals
March 22, 2023

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
BCNU #	5.04		
	<i>Amend</i>		

5.04 Casuals

- (a) Casual employees shall be those employees hired for extra or relief work for periods not exceeding six (6) months except as provided in Article 5.04 (b) below, whereupon such employee shall attain regular status. A casual employee reaching regular status will have rights under this Agreement which are based on length of service dated from the start of employment.
- (b) Casual employees hired to replace employees on leave of absence under Article 3.07, 10.01, 10.03, 11.01(b), 11.03, 11.04, LOU No. 3 (Reduced Work Week for Employees with Small Children) and any extended approved education leaves shall not attain regular status during the duration of their casual employment.
- (c) Casual employees shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.07
- (d) Casual employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.

Signed off this 23rd day of March, 2023
For the Employer: _____
For the Union: Phillip M. Bar



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date: Feb 23/23	Time: 10:40AM
UP #9	Article 8.01	Amend	

8.01

The Employer 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
Canada Day	BC Day	Labour Day	<u>National Day for Truth and Reconciliation</u>	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day		

~~New Year's Day~~ ~~Good Friday~~ ~~Labour Day~~
~~Victoria Day~~ ~~Easter Monday~~ ~~Thanksgiving Day~~
~~Remembrance Day~~ ~~Canada Day~~ ~~Boxing Day~~
~~Christmas Day~~ ~~British Columbia Day~~ ~~Family Day~~

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

Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. 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.

E&OE
Signed off this 23rd day of February 2023
 For the Union Phillip M. Law For the Employer [Signature]

BCNU Response to MoveUP Proposals
September 14, 2023

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #10	9.07	March 22, 2023	2:30
	<i>Amend</i>		

9.07 Carry-over of Vacation

- (a) Employees may carry forward vacation entitlement of up to five (5) days for a period of one (1) year. It is understood that five (5) days is the maximum number of days that can be carried over, and these will not accumulate year to year. *At its sole discretion, the Employer may consider increasing this carry-over amount upon an employee's request due to special and extenuating circumstances.*

- (b) Employees who have been off on an illness or disability for a period of three (3) consecutive months, or longer, and who resume full duties on September 1st or later in the calendar year, may carry forward their vacation entitlement to the following full year of employment.

Signed off this 14th day of Sept., 2023
For the Employer: _____
For the Union: Phillip M. Bae

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #11	10.01	September 14, 2023	2:30pm
	New		

10.01 Special Leave

- (a) An employee may apply for, and where possible receive, up to ~~six (6)~~ twelve (12) months' unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing four (4) weeks in advance of the leave. ~~Employees shall return to the position/department they occupied prior to the leave of absence recognizing the servicing teams form one department for the purpose of this Article.~~ Such leave will only be granted to employees with two (2) or more years of seniority. Consideration for employees with less than two (2) years of seniority will be given at the discretion of the Employer.

- (b) Employees on unpaid leave of absence for up to six (6) months shall return to the position/department they occupied prior to the leave of absence. recognizing the servicing teams form one department for the purpose of this Article. ~~Employees on unpaid leave of absence longer than six (6) months shall return to their former position/department or any vacant position in the same pay category, at the sole discretion of the Employer. The servicing teams form one department for the purposes of this Article.~~

- (c) Should employees wish to return to work earlier than their original expected date of return, they will provide the Employer with the following notice:
 - (i) Six (6) months planned leave or less – two (2) weeks' notice
 - (ii) More than six (6) months planned leave – four (4) weeks' notice

- (d) Employees on unpaid leave of absence may elect to maintain health and welfare benefits, if possible, by providing the Employer with payment for premiums. Payment of premiums will be made in advance or monthly. If an employee does not elect to maintain health and welfare benefits, they may be subject to a requalifying period.

Signed off this 14th day of Sept., 2023
For the Employer: _____
For the Union: Phillip M. Bar

**BCNU Response to MoveUP Proposals
September 15, 2023**

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #12	10.04	September 15, 2023	3:30
	New		

10.04 Compassionate Care Leave

An employee is entitled to unpaid Compassionate Care Leave and such leave will be provided in accordance with the B.C. Employment Standards Act, as amended from time to time.

Signed off this 15th day of SEPTEMBER, 2023
For the Employer: [Signature]
For the Union: [Signature]

**BCNU Response to MoveUP Proposals
November 2, 2023**

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #13	10.06	November 2, 2023	
	<i>Amend</i>		

10.06 Family Responsibility Leave

- (a) In the case of illness/injury of an immediate family member, 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, 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.

Family Responsibility Leave as defined by the BC Employment Standards Act shall be provided and administered in accordance with the Act.

Signed off this 3rd day of NOVEMBER, 2023
For the Employer: _____
For the Union: Phillip A. Ba

BCNU Response to MoveUP Proposals
March 22, 2023

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #16	10.10		
	<i>New</i>		

→ should be 10.07

10.10 Domestic or Sexual Violence Leave

In each calendar year, an employee shall be entitled to up to five (5) days of paid leave, and up to seventeen (17) weeks of additional unpaid leave, to address the personal effects of violence ("Domestic or Sexual Violence Leave"). Eligibility for this leave shall be as set out in the Employment Standards Act (or applicable legislation) for said leave.

Signed off this 22nd day of March, 2023
For the Employer: _____
For the Union: Phillip M. Berger



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 18	Article 10.11	New	

10.11 Leave for Full-Time Union or Public Duties

The Employer shall grant, on written request and with **four (4) weeks'** notice, leave of absence without pay:

- (a) for maximum of ninety (90) days for employees to seek election in a Municipal, Provincial or Federal election.
- (b) for a maximum period of one (1) term for employees elected to Provincial or Federal office.
- (c) for the term of office for employees elected to office in MoveUP.
- (d) for employees appointed to roles in MoveUP. Such appointments will not occur more frequently than once per year per employee. **as per Article 3.07.**
- (e) where an employee has been elected to a seat on a Municipal Council, and the meetings of that body are held during the employee's normal working hours.

E&OE
Signed off this 23rd day of March 2023

For the Union For the Employer



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union Number	Affected Article/MOU	Date:	Time:
UP 19	Article 11.01	<i>Union Counter Proposal</i>	<i>4:23 PM</i>

11.01 Sick Leave

(a) The Employer will allow (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond two (2) working days.

Notwithstanding Article 11.01, all new regular employees hired after ~~the date of this agreement~~ January 1st, 2016 will receive and accrue their sick bank in the following manner:

Year One (1)	0.5 days per month	6 days
Year Two (2)	.75 days per month	9 days
Year Three (3)	1 day per month	12 days
Year Four (4)	1.25 days per month	15 days
Year Five (5)	1.5 days per month	18 days
Year Six (6)	2 days per month	24 days

(b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave".

A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period.

The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

(c) In addition to the earned and accrued benefits above, all employees shall receive five (5) paid sick days as per the BC Employment Standards Act legislation effective as of March 31st, 2022. These five (5) sick days shall be applied only after the sick leave bank has been exhausted.

E&OE
Signed off this 29th day of November 20 23

For the Union 

For the Employer 



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #21	Article 11.08	<i>Employer Counter Proposal</i>	<i>4:23 PM</i>

11.08 Group Life Insurance

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide ~~sixty thousand dollars (\$60,000.00)~~ one hundred and twenty-five thousand dollars (\$125,000) for Life Insurance Coverage and an additional sixty thousand dollars (\$60,000) Accidental Death and Dismemberment Benefits if the death was caused by an accident. In the event an employee does not, under the terms of the insurance policy, qualify for this amount of insurance, the Employer's liability shall be limited to the minimum amount of the life insurance guaranteed under the life insurance policy.

E&OE

Signed off this 29th day of NOVEMBER 2023

For the Union

Phillip A. Lee

For the Employer

[Signature]

**BCNU Response to MoveUP Proposals
September 14, 2023**

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #23	11.14	September 14, 2023	2:30 PM
	New		

11.14 Benefits for beneficiaries after death of a regular employee

In the event that a regular employee dies, and that employee has dependents covered under any or all of the medical, extended health and dental plans, coverage for dependents shall be continued for a maximum of three (3) months. The Employer will bear the cost of this coverage.

Signed off this 14th day of Sept, 2023
For the Employer: _____
For the Union: Phillip M. Bus

**BCNU Response to MoveUP Proposals
November 2, 2023**

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
BCNU	12.02	November 2, 2023	
	<i>Amend</i>		

12.02

(a) New Positions

The rate of pay and classification for any new position which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Failing agreement, the matter may be submitted to the arbitration procedure under the Agreement.

(b) Changes to the Job Content of Existing Positions

If the Employer makes significant changes in the job content of any established position listed in the (revised) Appendix A **B**, it shall develop a revised job description in consultation with the Union and establish a pay grade and wage schedule, where applicable, and give written notice of same to the Union.

If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer, the job description, pay grade and wage schedule, where applicable, shall be considered established.

If the Union objects to the pay grade and wage schedule, the Employer and the Union shall meet for discussion. If the pay grade and wage schedule, where applicable, are revised through negotiations with the Employer, the appropriate pay grade within the wage schedule shall be retroactive to the date of change in job content.

If Bargaining Unit employees feel there have been significant changes to the duties and responsibilities of their job, sufficient to merit reclassification, the employees or the Union may appeal the classification of the subject position.

Signed off this 3rd day of NOVEMBER, 2023
For the Employer: _____
For the Union: Philip M. Ba

BCNU Response to MoveUP Proposals
September 15, 2023

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE


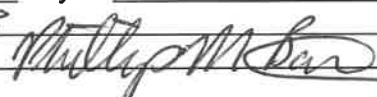
Proposal Number	Article	Date Proposed:	Time Proposed:
UP #25	15.03	September 15, 2023	3:30
	<i>New</i>		

15.03

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Article 3 above.

Final production of the above work and all database updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

The BCNU will **only** exclude bargaining unit positions **pursuant to the B.C. Labour Relations Code** during the term of this agreement.

Signed off this 15th day of SEPTEMBER, 2023
For the Employer: 
For the Union: 



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**



(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #32	Article 15.05b	Amend	4:23 PM

15.05

- (a) The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)
- (b) Employees who are required to use their personal vehicle at the request of the Employer on any working day shall be paid a mileage allowance of ~~fifty two cents (\$0.52)~~ per kilometer ~~as determined by the CRA.~~

E&OE
Signed off this 29th day of NOVEMBER 20 23

For the Union 

For the Employer 

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #26	15.11	November 3, 2023	10am
	New		

15.11 Joint Labour Management Committee

The Joint Labour Management Committee shall discuss and attempt to resolve problems and complaints affecting either party to this Agreement in a cooperative endeavour to promote a harmonious relationship between the BCNU, the employees and the Union.

- (a) This Committee shall consist of two (2) MoveUP members as well as a MoveUP Union Representative and three (3) members from the Employer. The Committee shall meet within sixty (60) working days of the ratification of the new Collective Agreement.
- (b) The Committee will meet every other month on a set date established at the first meeting of the Committee. In addition, the Committee shall meet at the request of either party.
- (c) The Committee will consider and review matters such as technological change, job positions and postings, training and development or any other matter deemed by either party to have a significant impact on the operation of the BCNU and its staff. Where a workload problem arises, the Committee will meet in an attempt to resolve the issues and the concerns.
- (d) It is agreed that the Union Representatives of the Committee, when required to attend during their work period, will be granted leave with pay to attend.

Signed off this 3rd day of NOVEMBER, 2023
For the Employer: _____
For the Union: Shelly M. Lee

Union			
Number	Affected Article/MOU	Date:	Time:
UP	Article 15.12	NEW	4:24 PM

ARTICLE 15.12 Remote Work

An employee may request from their Coordinator to work from home for the day or remainder of the day. Final approval will be granted by a Director/Manager.

E&OE
Signed off this 29th day of NOVEMBER 2023

For the Union Phillip M. Bas

For the Employer [Signature]

Union			
Number	Affected Article/MOU	Date:	Time:
UP	Article 15.13	NEW	4:24 PM

ARTICLE 15.13 Retirement Bonus

- a) Employees who retire after fifteen (15) years of service and are sixty years of age or greater shall receive a five thousand (\$5,000) retirement bonus.
- b) Eligible employees who die in service and have achieved both fifteen (15) years of service and sixty years (60) of age shall have paid to their beneficiary or estate the retirement bonus.

E&OE
Signed off this 29th day of NOVEMBER 20 23

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

BC Nurses' Union PROPOSALS 2022 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: March 23, 2023 Union Counter Proposal	Time:
UP 30	Article 19.01	<i>Amend</i>	

19.01 Single Arbitrator

The Arbitrators for the duration of this Collective Agreement shall be:

Joan Gordon
 John Hall
 Judi Korbin
 Mark Brown
 Julie Nichols

And any other Arbitrator agreed to by the Parties.

- (a) The Party desiring arbitration under this Article will notify the other Party, in writing in accordance with the provision of Article 18 (c).
- (b) The Parties to the dispute will there upon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such a notice or in the event one of the Parties declines the procedure, notice of Arbitrations as provided in Article 18 may be given by either party.
- (c) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of questions to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.
- (d) The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.
- (e) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

E&OE

Signed off this 23rd day of March 2023

For the Union

For the Employer



**BC Nurses' Union
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union		Date:	Time:
Number	Affected Article/MOU		
UP # 31	Article 21.01	Amend	4:25 PM

21.01 Duration

- (a) This Agreement will be in full force and effect on and after the 1st day of January, ~~2016~~ **23**, to and including the 31st day of December, ~~2022~~ **27**, 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, ~~2022~~ **27**, or sixty (60) days prior to the 31st of December, in any year subsequent there to.
- (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.

E&OE
Signed off this 29th day of NOVEMBER 2023

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

BC Nurses' Union PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: March 23, 2023 Union Counter Proposal	Time: <i>4:26 PM</i>
UP 2	Appendix A	<i>Amend</i>	

Wage Increase

Effective

Jan 1 2022 = 25 cents + 3.24% less 2% already applied retroactive to January 1st, 2022

Jan 1 2023 = 5.5% GWI and 1.25% COLA

Jan 1 2024 = 2% GWI + up to 1% COLA

2% increase to be applied January 1, 2025 and should the NBA agreement (excluding market adjustments and premiums) result in a higher increase than 2% in that year, the remainder of the increase will be applied retroactive to January 1, 2025.

2% increase to be applied January 1, 2026 and should the NBA agreement (excluding market adjustments and premiums) result in a higher increase than 2% in that year, the remainder of the increase will be applied retroactive to January 1, 2026.

2% increase to be applied January 1, 2027 and should the NBA agreement result in a higher increase (excluding market adjustments and premiums) than 2% in that year, the remainder of the increase will be applied retroactive to January 1, 2027.

COLA Clause applied as follows:

Definitions:

“General Wage Increase” or “GWI” means the overall wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months “(AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index” as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index Percentage Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024 (and each year of the Collective Agreement thereafter). The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year.

E&OE

Signed off this 29th day of NOVEMBER 2023

For the Union



For the Employer



**BCNU Response to MoveUP Proposals
November 3, 2023**

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE



Proposal Number	Article	Date Proposed:	Time Proposed:
UP #4	Appendix B	November 3, 2023	10am
	<i>New</i>		

APPENDIX (B)

JOB DESCRIPTIONS

The Employer agrees to review job descriptions and update them where the Employer deems necessary and update Appendix (B) of the Collective Agreement within one hundred and eighty (180) days of ratification and will provide the update to the Union at this time.

The parties will agree to update the reference to Appendix A to Appendix B, in Article 12.02 of the current Collective Agreement.

Signed off this 3rd day of NOVEMBER, 2023
For the Employer: 
For the Union: 

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
UP #3	Appendix A (2)		
	<i>Amend</i>		

Appendix (A)

CATEGORIES, CLASSIFICATIONS AND SALARIES

April COLA increases, if applicable, to be applied January 1st of same year.

Excluding 2022 and 2023, where the COLA has already been determined, future COLA increases will not be applied until April of each year when it has been determined.

January 1, 2022

Category		<u>January 1, 2022</u>	<u>Adjusted January Wage rate with April NBA GWI applied</u>
		<u>2% GWI</u>	<u>.25c per hour + 3.24% less 2% already applied</u>
1	Bi-weekly Hourly	<u>\$2,019.50</u> <u>\$28.85</u>	<u>\$2,061.50</u> <u>\$29.45</u>
2	Bi-weekly Hourly	<u>\$2,114.70</u> <u>\$30.21</u>	<u>\$2,158.80</u> <u>\$30.84</u>
3	Bi-weekly Hourly	<u>\$2,225.30</u> <u>\$31.79</u>	<u>\$2,270.80</u> <u>\$32.44</u>
4	Bi-weekly Hourly	<u>\$2,323.30</u> <u>\$33.19</u>	<u>\$2,369.50</u> <u>\$33.85</u>
5	Bi-weekly Hourly	<u>\$2,416.40</u> <u>\$34.52</u>	<u>\$2,464.00</u> <u>\$35.20</u>
6	Bi-weekly Hourly	<u>\$2,513.00</u> <u>\$35.90</u>	<u>\$2,562.00</u> <u>\$36.60</u>
<u>Data Analyst</u>	Bi-weekly Hourly	<u>\$3,201.10</u> <u>\$45.73</u>	<u>\$3,258.50</u> <u>\$46.55</u>
Librarian			<u>\$47.55</u>
Janitor			<u>\$27.29</u>

Differentials

Supervisor: A worker who, in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of two dollars (\$2.00) per hour.

1. ~~Regular part time employees shall be subject to the regular employee wage progression scale.~~
2. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that MoveUP members are hourly paid employees.

Signed off this _____ day of _____, 2023
 For the Employer: _____
 For the Union: _____

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Long Service:

Effective January 1, 2024

Regular employees will receive a \$1.00 per hour increase in recognition of 10 years of seniority with BCNU and within the MoveUp bargaining unit.

Further, regular employees will receive an additional \$.50 hour increase in recognition of 15 years of seniority with BCNU and within the MoveUp bargaining unit.

Further, regular employees will receive an additional \$1.50 per hour increase in recognition of 20 years of seniority with BCNU and within the MoveUp bargaining unit.

This differential will apply the start of the calendar year following an employee's 10, 15 or 20-year seniority date anniversary. The amount will not be pro-rated (i.e., the differential will become effective January 1st of each year and not backdated to the seniority date of the year prior).

January 1, 2023

<i>Category</i>		<i>January 1, 2023</i>	<i>2023 Wage rate with April COLA applied</i>
		5.5% GWI	1.25% (COLA)
1	Bi-weekly	\$2,175.60	\$2,202.90
	Hourly	\$31.08	\$31.47
2	Bi-weekly	\$2,277.80	\$2,306.50
	Hourly	\$32.54	\$32.95
3	Bi-weekly	\$2,395.40	\$2,425.50
	Hourly	\$34.22	\$34.65
4	Bi-weekly	\$2,499.70	\$2,531.20
	Hourly	\$35.71	\$36.16
5	Bi-weekly	\$2,599.80	\$2,632.00
	Hourly	\$37.14	\$37.60
6	Bi-weekly	\$2,702.70	\$2,736.30
	Hourly	\$38.61	\$39.09
<u>Data Analyst</u>	Bi-weekly	\$3,437.70	\$3,480.40
	Hourly	\$49.11	\$49.72
Librarian		\$3,511.90	\$3,556.00
		\$50.17	\$50.80
Janitor		\$2,015.30	\$2,040.50
		\$28.79	\$29.15

Differentials

Supervisor: A worker who, in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of two dollars (\$2.00) per hour.

3. ~~Regular part-time employees shall be subject to the regular employee wage progression scale.~~

4. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that MoveUP members are hourly paid employees.

Signed off this _____ day of _____, 2023

For the Employer: _____

For the Union: _____

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Long Service:

Effective January 1, 2024

Regular employees will receive a \$1.00 per hour increase in recognition of 10 years of seniority with BCNU and within the MoveUp bargaining unit.

Further, regular employees will receive an additional \$.50 hour increase in recognition of 15 years of seniority with BCNU and within the MoveUp bargaining unit.

Further, regular employees will receive an additional \$1.50 per hour increase in recognition of 20 years of seniority with BCNU and within the MoveUp bargaining unit.

This differential will apply the start of the calendar year following an employee's 10, 15 or 20-year seniority date anniversary. The amount will not be pro-rated (i.e., the differential will become effective January 1st of each year and not backdated to the seniority date of the year prior).

January 1, 2024

<i>Category</i>		<i>January 1, 2024</i>	<i>2024 Wage rate with April COLA applied up to 1%</i>
		2% GWI	COLA
1	Bi-weekly	<u>\$2,247.00</u>	<u>\$2,269.40</u>
	Hourly	<u>\$32.10</u>	<u>\$32.42</u>
2	Bi-weekly	<u>\$2,352.70</u>	<u>\$2,376.50</u>
	Hourly	<u>\$33.61</u>	<u>\$33.95</u>
3	Bi-weekly	<u>\$2,473.80</u>	<u>\$2,498.30</u>
	Hourly	<u>\$35.34</u>	<u>\$35.69</u>
4	Bi-weekly	<u>\$2,581.60</u>	<u>\$2,607.50</u>
	Hourly	<u>\$36.88</u>	<u>\$37.25</u>
5	Bi-weekly	<u>\$2,684.50</u>	<u>\$2,711.10</u>
	Hourly	<u>\$38.35</u>	<u>\$38.73</u>
6	Bi-weekly	<u>\$2,790.90</u>	<u>\$2,818.90</u>
	Hourly	<u>\$39.87</u>	<u>\$40.27</u>
<u>Data Analyst</u>	Bi-weekly	<u>\$3,549.70</u>	<u>\$3,585.40</u>
	Hourly	<u>\$50.71</u>	<u>\$51.22</u>
Librarian	Bi-weekly	<u>\$3,627.40</u>	<u>\$3,663.80</u>
	Hourly	<u>\$51.82</u>	<u>\$52.34</u>
Janitor	Bi-weekly	<u>\$2,081.10</u>	<u>\$2,102.10</u>
	Hourly	<u>\$29.73</u>	<u>\$30.03</u>

Differentials

Supervisor: A worker who, in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of two dollars (\$2.00) per hour.

~~5. Regular part-time employees shall be subject to the regular employee wage progression scale.~~

6. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that MoveUP members are hourly paid employees.

Signed off this _____ day of _____, 2023
 For the Employer: _____
 For the Union: _____

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Long Service:

Effective January 1, 2024

Regular employees will receive a \$1.00 per hour increase in recognition of 10 years of seniority with BCNU and within the MoveUp bargaining unit.

Further, regular employees will receive an additional \$.50 hour increase in recognition of 15 years of seniority with BCNU and within the MoveUp bargaining unit.

Further, regular employees will receive an additional \$1.50 per hour increase in recognition of 20 years of seniority with BCNU and within the MoveUp bargaining unit.

This differential will apply the start of the calendar year following an employee's 10, 15 or 20-year seniority date anniversary. The amount will not be pro-rated (i.e., the differential will become effective January 1st of each year and not backdated to the seniority date of the year prior).

January 1, 2025 to December 31, 2025 – equal to the NBA general wage increase (excluding market adjustments and premiums) or 2%, whichever is greater.

January 1, 2026 to December 31, 2026 – equal to the NBA general wage increase (excluding market adjustments and premiums) or 2%, whichever is greater.

January 1, 2027 to December 31, 2027 – equal to the NBA general wage increase (excluding market adjustments and premiums) or 2%, whichever is greater.

SIGNING BONUS

~~Upon ratification of this Agreement, BCNU will pay a signing bonus of \$4,000.00 to employees covered under this Collective Agreement. Such payment will be prorated based upon the employees FTE and exclude casual employees.~~

Upon ratification of this Agreement, BCNU will pay a one-time signing bonus of \$7,500 to regular, current, active employees covered under this Collective Agreement. Such payment will be prorated based upon the employees' FTE and will exclude casual employees.

Signed off this 29th day of November, 2023
For the Employer: _____
For the Union: Phillip M. Ben

WITHOUT PREJUDICE & WITHOUT PRECEDENT E&OE

Proposal Number	Article	Date Proposed:	Time Proposed:
BCNU #	n/a		
	New		

Land Acknowledgement

As parties to the Collective Agreement, we are committed to reconciliation with justice for Indigenous peoples. We acknowledge that the province of British Columbia is located on the unceded, traditional, and ancestral territories of more than 200 distinct Indigenous Nations and cultures; with over 30 different languages and close to 60 unique dialects spoken in the province.

We recognize and respect the ongoing connection to these lands that Indigenous peoples maintain. We recognize and respect the contributions that Indigenous peoples have made, both in shaping and strengthening communities and this land.

As diverse parties to this Collective Agreement, this recognition of the inherent rights 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.

Signed off this 29th day of NOVEMBER, 2023
For the Employer: _____
For the Union: Philip M. B...