

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**BC General Employees' 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 April 1, 2021 through March 31, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.


**THEREFORE:**

1. The Parties agree that the Collective Agreement is renewed for a term of written three (3) years from April 1, 2023 to March 31, 2026 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 date of ratification by both parties 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

Note: an additional line item in the second part **may** be required as follows:  
This Agreement will be subject to the prior approval of PSEC. (or some other outside, interfering body)

Signed at Vancouver, B.C. this 15th day of March, 2024

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

## **APPENDIX "A"**

**Attach all sign off as Appendix A**

**HOUSEKEEPING**

The parties agree to replace all gendered language e.g. "he/she" to gender neutral language e.g. "they/their/them". It is understood that such changes shall have no impact on the interpretation, effect or applicability of the language.

**Change Coordinators to Directors throughout the entire Collective Agreement.**

**Change Directors to Executive Directors throughout the entire Collective Agreement.**

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 10 2024

**3.6 Employee Information**

The BCGEU will provide copies of all Human Resources Action Notices to the Union for the following:

**Employee Status Changes: Regular full/part time, Temporary full/part time, LOA's (General leave, Maternity/Parental leave, Compassionate leave, etc), New Hires, Terminations, LTD, Retirements**

**Position Changes: Postings, Reclassifications, Temporary Assignments**

**Pay Rate Changes: Postings**

**Other: LWOP**

*Agreed to:*



*For the Union*



*For the BCGEU*

*Date: Feb 8/24*

**5.3 Temporary Seniority**

Temporary employees' seniority shall mean the total length of accumulated service with the BCGEU as a temporary employee ~~back to the date of original hire~~, from April 5, 2011 forward. Upon appointment to a regular position, and upon successful completion of the probationary period, the employee shall be credited with their temporary seniority for the purpose of service seniority.

**The BCGEU shall maintain a seniority list showing the seniority of each temporary employee in the bargaining unit, including hire date and classification. Such list shall be posted on the intranet and a copy shall be sent to the Union office bi-annually on January 1, and July 1 of each year. The BCGEU agrees to provide the union with the formula for how seniority date is calculated within 30 days of ratification.**

Signed this 15th day of March, 2024



BCGEU Package V4

Signed this 15th day of March, 2024




March 10, 2024

E&OE

**5.5 Layoff and Recall**

- (a) Layoff of temporary employees shall be by classification in reverse order of seniority pursuant to the layoff and recall units outlined in Article 18.
- (b) Recall shall be in order of seniority, provided the temporary employee is qualified to carry out the work which is available. Recall shall be pursuant to the layoff and recall units outlined in Article 18.
- (c) The employer will provide temporary employees with ~~ten (10) business days'~~ as much notice as possible of the continued offer of a temporary assignment.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: Feb 8 2024



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP5	Article 5.7 (a)	Jan 23 / 2024	11:48 AM
		Amend	

## 5.7 Health and Welfare Benefits

- (a) Compensation to temporary employees in lieu of health and welfare benefits shall be increased by ~~2¢ 19¢~~ per hour to ~~69¢ 88¢~~ per hour effective April 1, ~~2020-23~~. For 2024 and 2025 "me too" to the newly negotiated rates in lieu of health and welfare benefits negotiated for the public service in 2024 and 2025.

E&OE

Signed off this 23rd day of January 2024

For the Union

For the Employer



5.13 Shift Assignment Procedure

- (d) The BCGEU shall notify temporary employees, in seniority order, within each layoff and recall unit outlined in Article 18 as shifts become available.

In the case of notification of available work during the Prime Time Vacation Period temporary employees will be notified, in seniority order, after March 15th of each year pursuant to clause 8.4(a)(ii).

Temporary employees shall notify Human Resources within two working days after being offered the available work of their acceptance of the available work.

Consequently, the employer shall provide temporary employees with ~~ten (10) business days~~ as much notice as possible of previously scheduled shifts being rescinded. ~~If not, the temporary employee shall have the option of working the previously scheduled shift(s) as overload.~~

Agreed to

  
 \_\_\_\_\_  
 Signed on behalf of the Union

  
 \_\_\_\_\_  
 Signed on behalf of the Employer

\_\_\_\_\_

Dated: Feb 8 2024



**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
		Jan 8 / 2024	2:43 PM ✓
UP10	Article 5.15	New	

**5.15 Temporary Employee Removal**

If a temporary employee has not worked any shifts in 24 months, they will be removed from the temporary employee list.

E&OE  
Signed off this 8th day of January 2024  
For the Union [Signature] For the Employer [Signature]  
Phillip M. Lee


UP11

6.1 Hours of Work

- (a) The regular work day shall consist of eight continuous hours, excluding lunch periods, to a total of 32 hours per week. The standard hours of operation are from 8:30 a.m. to 5:00 p.m. With approval and subject to operational requirements, an employee may be permitted to commence work at 7:30 a.m., 8:00 a.m. or 9:00 a.m. at headquarters (includes Fraser Valley Area Office, Lower Mainland Area Office and Victoria Area Office). Temporary employees (except as outlined in clause 6.3) will work 8:30 a.m. to 5:00 p.m.
- (b) The standard lunch period shall be one-half hour at or near the midpoint of the work day. With approval and subject to operational requirements, an employee may be permitted to have a one hour lunch period at or near the midpoint of the work day. An employee will not normally be scheduled to work past 5:30 p.m.
- (c) The BCGEU may request an employee to vary their start time or lunch period as provided by (a) and (b) above. Such variance will only be implemented by mutual agreement.
- (d) The scheduling of varied start times, coffee breaks or lunch periods will be done on a departmental or area basis. Where there are more expressions of interest for variations to standard hours in a department or area than is operationally feasible, priority will be given in order of seniority.
- (e) The position of Switchboard Operator will be restricted to the standard hours of operation.
- (f) IT Services will be considered distinct for operational requirements and hours of work shall be scheduled to provide maximum coverage from 8:00 a.m. to 5:30 p.m.

Agreed to:

  
For the Union

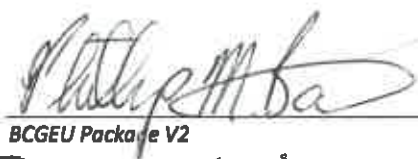
  
For the BCGEU

Date: January 10/24

6.3 Temporary Employees (NEW)


- (d) The BCGEU will endeavour to offer overload and special project work to qualified existing temporary employees not currently in an assignment on the basis of seniority prior to offering work to new temporary employees.

Feb 22/2024



BCGEU Package V2

FOR THE UNION




February 21, 2024


FOR THE EMPLOYER

6.5 Overtime Compensation

(e) Notwithstanding the foregoing, the BCGEU recognizes that there are emergencies which can arise where it may not be possible for the employee to obtain prior authorization to complete the emergency work. In such situations, the employee may perform the emergency work and submit for overtime after the work has been completed. Approval will be granted in such circumstances unless the BCGEU determines that the work was not of an emergency nature.

Agreed to:

  
For the Union

  
For the BCGEU

Date: January 10/24



(Canadian Office and Professional Employees Union, Local 378)

**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: February 8, 2024</b>	<b>Time:</b> 1:45 PM
UP61	Article 6.6	<i>Amend</i>	

**6.6 Overtime Meal**

All employees requested to work in excess of two hours overtime immediately before or after the regular work day shall be allowed a one-half hour paid meal period at the regular prorated hourly rate of pay. If a meal is not provided, a meal allowance will be given if such overtime is in excess of two hours. The meal allowance will be in accordance with the BCGEU Financial Policy, ~~however, shall not be lower than Breakfast \$18.00, Lunch \$20.00, and Dinner \$30.00.~~

E&OE  
Signed off this 8th day of February 2024

For the Union *Phillip M. [Signature]* For the Employer *[Signature]*

**ARTICLE 7 – STATUTORY HOLIDAYS****7.1 Statutory Holidays**

The BCGEU agrees to provide all regular employees with the following statutory holidays, without loss of pay.

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
<b>May Day Floating Holiday</b>	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve
British Columbia Day	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The BCGEU further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off (or half day), without loss of 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 BCGEU and the employee.

Should the BCGEU close its offices between Christmas Day and New Year's Day, this period will be recognized as time off without loss of pay.

**Subject to approval based on operational requirements, employees may substitute a more culturally significant day off for Good Friday, Easter Monday, Victoria Day, Canada Day, or Christmas Day. Approval shall not be unreasonably withheld.**

**The floating holiday shall be scheduled as per the process in Article 8.4.**

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 9 2024



**9.2 Bereavement Leave**

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at the basic pay rate from the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days.

Where the ~~disposal~~ **disposition** of remains occurs outside the province, an employee shall be entitled to an additional two days special leave to attend the funeral.

- (b) Immediate family is defined as an employee's parent, step-parent or foster parent, spouse, common-law spouse, fiancé, child, step-child or foster child, ~~brother, sister, father-in-law, mother-in-law,~~ **sibling, parent-in-law,** grandparent, grandchild, **chosen family** and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's ~~son-in-law, daughter-in-law, brother-in-law, sister-in-law,~~ **child-in-law or sibling-in-law** the employee shall be entitled to special leave for ~~one~~ **three days** for the purpose of attending the funeral. **At the request of the employee, up to three days special leave will be considered to cover other individuals not listed above on a case-by-case basis. These may be taken non-consecutively over a 60 day period.**
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

Agreed to:

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

For the BCGEU

Date: January 10/24

9.4 Family Illness Leave

- a) In the case of illness or hospitalization of an immediate member of the family of an employee where there is no one other than the employee at home who can provide for the needs of the ill person, the employee shall be entitled, after notifying the BCGEU, to use up to four days for any one illness, substantiated by a doctor's certificate if required by the BCGEU.
- b) Family illness leave may be utilized to take dependents to medical and dental appointments that cannot be scheduled on the employee's regularly scheduled day off.
- c) In the case of illness or hospitalization of an employee's dependent parent who does not permanently reside in the employee's household but for whom the employee is the primary caregiver and when no alternative caregiver is immediately available, an employee shall be entitled to use up to a maximum of two days paid leave at any one time for this purpose.
- d) Family illness leave shall apply to non-custodial children in the care of the employee.

Agreed to

  
\_\_\_\_\_  
Signed on behalf of the Union

  
\_\_\_\_\_  
Signed on behalf of the Employer

\_\_\_\_\_  
Dated: Feb 8 2024

ARTICLE 9 – LEAVE OF ABSENCE

~~9.6 Gender Transition Leave~~

~~A leave of absence without pay shall be granted for an employee undergoing gender transition. Such leave shall only be granted for an employee who would not otherwise qualify for benefits under Article 10. The timing and duration of the leave shall be mutually agreed to between the employee and the employer~~

9.6 Transition Leave

The BCGEU will grant an employee up to 8 weeks of leave with pay for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.

Agreed to:

  
For the Union

  
For the BCGEU

Date: January 24, 2024



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP25	Article 9.11	<i>Amend – Union Counter Proposal February 20, 2024</i>	

## 9.11 Leave for Medical or Dental Appointments

An employee will be allowed leave of absence with pay for medical or dental appointments that cannot be taken on a regularly scheduled day off. Where excessive travel is required, up to one day may be utilized, with approval. Such leave for medical or dental appointments shall not exceed ~~16~~ 24 hours in any calendar year.

E&OE  
Signed off this 15th day of March 20 24

For the Union 

For the Employer 

ARTICLE 9 – LEAVE OF ABSENCE

9.15 Domestic and Sexual Violence Leave

If an employee has been the subject of domestic or sexual violence, they are entitled to use up to a maximum of ~~two~~ ten days paid leave at any one time for issues related to domestic violence.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 10 2024

ARTICLE 10 - WAGE INDEMNITY & LONG TERM DISABILITY

10.2 Wage Indemnity Plan

- (a) ~~Employees will be entitled to coverage under a Wage Indemnity Plan providing a benefit up to one year at 75% of basic pay. Effective April 1, 2018, Employees will be entitled to coverage under a Wage Indemnity Plan providing a benefit up to one year at 100% of basic pay.~~
- (b) Coverage shall commence on the first day of illness or injury. Doctor's verification of illness will be required after five consecutive work days of illness.
- ~~(c) Employees on a four day week on wage indemnity shall receive a top up allowance to their wage indemnity payment for a paid holiday sufficient to bring their gross income for that day to the equivalent of a day's regular basic pay. (Not applicable effective April 1, 2018)~~
- ~~(d) For the first 48 hours in each calendar year, prorated for the first and last partial years, the BCGEU will top up the 75% Wage Indemnity Plan benefit to 100%. Thereafter, at the employee's option, the 75% benefit may be supplemented in quarter day increments by the use of the following in descending order (Not applicable effective April 1, 2018):~~
  - ~~(i) Vacation leave, banked overtime and vacation bonus.~~

- (c) The parties agree that the employees are aware of their right to 5/12 of the savings resulting from the BCGEU's Employment Insurance Premium Reduction as a result of the Wage Indemnity Plan, and that since the inception of the Wage Indemnity Plan the Method of Sharing has been to apply the savings to offset the costs of the Wage Indemnity Plan.
- (d) In the event the carrier of the Wage Indemnity Plan requests from the employee a medical report or certificate, the cost of producing the medical report or certificate shall be borne by the BCGEU.

Agreed to

  
 Signed on behalf of the Union

  
 Signed on behalf of the Employer

Dated: January 9 2024

ARTICLE 10 - WAGE INDEMNITY & LONG TERM DISABILITY

10.3. Reporting Sick Leave

- (a) The employee shall report illness to Human Resources and their Director ~~notify the BCGEU~~ as soon as possible of their inability to report to work because of illness or injury and shall make every reasonable effort to advise ~~the BCGEU~~ Human Resources and their Director of the date of return to duty.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 9 2024

**ARTICLE 12 - HEALTH & WELFARE BENEFITS****12. XX General Transition (New)**

The parties agree to the following general transition policy to cover transgender employees at work.

(a) The parties will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.

(b) Upon request by an employee, the BCGEU will update all employee records and directories to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage, schedules, and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law or as necessary to assist the employee's transition.

(c) The BCGEU will provide safe washroom facilities to all trans workers. The parties recognize that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries or completed legal name or gender changes.

(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided on the same terms as any other medical cost or leave.

(e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the BCGEU will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs.

(f) The BCGEU will put in place a group benefit plan with coverage for the costs of gender-affirming care, not covered by provincial health plans. This group benefit plan will cover the following:

- Breast augmentation / augmentation mammoplasty
- Thyroid chondroplasty
- Laryngoplasty
- Permanent hair removal (laser or electrolysis) for pre-surgical areas
- Hysterectomy
- Vaginectomy
- Salpingo-oophorectomy
- Chest contouring / chest masculinization, other than liposuction / lipofilling
- Implantation of penile and/or testicular prostheses
- Permanent hair removal (laser or electrolysis) for excessive facial or body hair
- Brow bone reduction/construction
- Jawbone reduction / reshaping / contouring
- Rhinoplasty, blepharoplasty and rhytidectomy
- Liposuction of the waist
- Gluteal augmentation (lipofilling or implants)
- Hairline reconstruction to correct a receding hairline
- Chin and cheek augmentation
- Chest contouring/chest masculinization including liposuction/lipofilling done to provide additional contouring
- Pectoral implant



This plan will have a yearly maximum of \$15,000 and a lifetime maximum of \$40,000.

Agreed to:

  
For the Union

  
For the BCGEU

Date: January 24/24

12.3 Extended Health Care Plan

A mutually acceptable Extended Health Care Plan shall be made available to all regular employees and their eligible dependants at no cost to the employee.

This extended health care plan shall include, but not be limited to, the following:

- *Acupuncture* - \$200 per individual per year to a maximum of \$500
- *Chiropractor*- \$900 total can be used on a combination of any of the three services OR on any one of the following practitioners: chiropractor, podiatrist, and naturopath.
- *Orthopedic Shoes or Foot Orthotics* - one pair per every 2 years for adults and one pair every year for children.
- *Psychologist/Counsellor* - \$2400 per year. Registered clinical counsellors, Canadian Certified Counsellors, **Registered Social Worker** and Registered Therapeutic Counsellors are recognized in combination with registered psychologists.
- *Hearing Aids* - \$1,500-per ear, every four years for adults; \$1,000 per ear, every two (2) years for children, no deductible, 100% payment.
- *Vision Care* – shall be \$1500 per 24 months with no change in the deductible portion.
- Employees will have the option of applying up to \$1500 of the vision care benefit to the cost of laser eye surgery instead of eye glasses or contact lenses within a 24 month period. This option may be used once.
- *Registered Massage Therapy* – to a maximum of \$2000 per calendar year.
- *Prescription Drugs* – 100% coverage. An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.
- Coverage for tetanus, rubella, polio, measles, hepatitis A, B, and C, **and** influenza, **shingles, HPV and Covid** related inoculations. Also to include all related costs i.e. injection fees etc.
- Coverage for contraceptives for reimbursement of prescriptions.
- Coverage for PSA testing as required by physician.
- Maximum \$3,000,000 for active employees.
- Travel Medical Emergency Insurance
- Terminal Illness and Advance Payment

An advance payment of up to \$50,000 or 50% of the Group Life Insurance, whichever is less, is available to eligible employees.

- See pamphlet for details of other coverage.
- Where applicable, premium costs shall include coverage for the employee's spouse and/or dependents.

Feb 22/2024

BCGEU Package V2

For the Union

February 21, 2024

For the Employer E&OE



(Canadian Office and Professional Employees  
Union, Local 378)

**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU	Jan 8/24	9:30pm
UP33	Article 14.4	Amend	

**14.4 Equal Pay**

Where an employee has the necessary qualifications and proven their ability to handle the work, there shall be no discrimination between ~~women and men~~ all employees in the matter of appointments to vacant positions or in salaries for such positions. The BCGEU recognizes equal pay for equal work.

E&OE  
Signed off this 8th day of January 2024  
For the Union [Signature] For the Employer [Signature]

ARTICLE 14 – WAGES AND ALLOWANCES

14.7 Minimum Hours

Any new employee hired who is scheduled and reports for work and is not put to work, shall be guaranteed a minimum of four hours pay.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 9 2024


UP35

14.11 Meal Allowance

Employees shall be entitled to receive meal allowances in accordance with the BCGEU Financial Policy, ~~however they shall not be lower than Breakfast—\$18-24.00, Lunch—\$20-28.00 and Dinner—\$30-40.00~~ when working away from their normal workplace.

Agreed to:

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the BCGEU

Date: January 10/24



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP36	Article 14.13	<i>Union Counter Proposal – March 14, 2024</i>	

### **14.13 Senior Employee Recognition**

In recognition of long service with BCGEU, employees with ten (10) years of service will be paid a one percent (1%) premium on all earnings, effective April 1, 2024.

E&OE  
Signed off this 15th day of March 20 24

For the Union *Phillip M. Coe*

For the Employer *[Signature]*

## ARTICLE 15 - CLASSIFICATIONS

### 15.1 Salary Protection

Any employee whose position is reclassified to one with the lower salary through no fault of their own, shall receive 50% of the negotiated salary increase applicable to the employee's new classification. This shall be known as the employee's "out-of-line differential". Such employee shall receive the full negotiated salary increase when the maximum salary of their classification equals or exceeds the salary which they are receiving.

### 15.2 Salary Determination

- (a) Where a new position is created or an existing position is substantially modified, the BCGEU will provide the Union with a new or changed job description. The Union and the BCGEU shall meet within 30 days to negotiate the salary for the new or substantially modified job if the Union does not agree with the salary established by the BCGEU.
- (b) If the BCGEU and the Union are unable to agree on a salary for the new or substantially modified job, the matter of the salary ~~may~~ shall be referred to the dispute resolution mechanism below.

**(c) If the BCGEU creates a new administrative position that the BCGEU contends should be excluded from the bargaining unit, the parties shall meet and seek agreement. If no agreement is reached on whether the position is properly excluded from the bargaining unit, the Union may file an appeal as per Article 15.4 within 60 days of the position being filled.**

### 15.3 Appeal of Current Duties and Salaries

Employees may bring any issues around their duties, responsibilities and ranking to the Joint Labour Management Committee. If the parties are unable to resolve the issues at the Joint Labour Management Committee, such issues may be referred to the dispute resolution mechanism below.

### 15.4 Classification Review Response Dispute Resolution Mechanism

If the Union and the BCGEU are unable to reach an agreement on new or a substantially modified position, or an issue referred pursuant to **Article 15.2(c) or 15.3** above, the matter may be referred to a Classification Referee within 30 days for a binding decision. **The parties agree to Julie Nichols, Vicki Averill, Elaine Doyle, Dalton Larson, and Ken Saunders as Classification Referees.**

### ~~15.5~~ **Job Ranking System Classifications – Administration Support**

*Note: All employees who as a result of the ranking system fall into a lower wage level, shall be green circled as long as they remain in their current position.*

#### **CASUAL/TEMPORARY EMPLOYEES**

**(Level 1)**

- *Temporary employees – overload work (e.g. filing, mail stuffing)*

**ADMINISTRATION CLERKS TEMPORARY EMPLOYEES (MAIL CENTRE)****(Level 2)**

- *Temporary employees - Mail Centre Clerk:* Duties may include processing mail, kit preparation, photocopying, answering phones, provide switchboard relief, operating office and mail centre equipment, typing lists, envelopes, memos and labels, keying in information, stuffing envelopes.

**ADMINISTRATION SUPPORT ASSISTANT****(Level 3)**

- ~~Administration~~
  - ~~File Registry Clerk~~
  - ~~Mail Centre Clerk~~
  - ~~Switchboard/Receptionist~~
  - ~~Membership Records Clerk~~
- ~~Negotiations Secretary~~
- ~~Finance Clerk overload work~~
- ~~Advocacy Secretary~~
- ~~Field Services Temporary employees~~
- ~~Organizing & Field Services~~
  - ~~Secretary Organizing~~
  - ~~Secretary Education~~
  - ~~Secretary Occupational Health and Safety~~
  - ~~Secretary Victoria Area Office~~
  - ~~Receptionist Victoria Area Office~~
  - ~~Secretary Lower Mainland Area Office~~
  - ~~Receptionist Lower Mainland Area office~~
  - ~~Receptionist Fraser Valley Area Office~~
- ~~Research & Interactive Services Secretary~~
- ~~Member Benefits Secretary~~

- Advocacy, HQ
- Communications, HQ
- HQ float pool
- Learning OH&S, HQ
- Member Benefits, HQ
- Organizing, HQ
- Negotiations, HQ
- WCB, HQ
- Area 01 - Victoria Area Office
- Area 03 - Lower Mainland Area Office
- Area 03 - Lower Mainland Area Office float pool
- Area 04 - Fraser Valley Union Centre
- Area 04 - Fraser Valley Union Centre float pool

**Clerk**

- Mail Centre, HQ
- Membership Records, HQ



**Receptionist, HQ**

Duties may include maintaining files, statistics and records; answering general enquiries; receiving and distributing mail; operating switchboard; typing documents including forms, correspondence, agreements and reports from longhand, **handwritten or** draft, ~~dictaphone or shorthand~~; drafting replies to general correspondence; signing routine correspondence; making appointments and travel arrangements; taking minutes of meetings; maintaining files, logbooks, statistics and records; proofreading and correcting documents; operating office and mail centre equipment including photocopiers; updating and maintaining database information and producing reports; maintaining BCGEU website and calendars; responding to general enquiries and complaints.

**SENIOR ADMINISTRATION ~~CLERKS~~ ASSISTANT****(Level 4)**

- ~~Secretary – Facilities/Administration~~
- *Membership Records Clerk*
- ~~Senior Mail Centre Clerk~~
- ~~Travel Clerk~~

- **Facilities, HQ Clerk**
- **Convention, Conference & Travel, HQ Senior Clerk**
- **Mail Centre, HQ**

In addition to the standard Administration support departmental duties other additional duties may include updating and maintaining database files; verifying rosters, maintaining security codes and assisting with area office codes; calculating strike pay and maintaining and keeping up to date some accounts in the mailroom; travel agent duties.

**~~EXECUTIVE, ADMINISTRATION AND FIELD SERVICES SUPPORT~~  
ASSISTANT**

**(Level 5)**

- ~~Executive Secretary~~
- ~~Librarian~~
- ~~Secretary Conventions, Conferences & Travel~~
- ~~Secretary Areas 02, 05, 06, 07, 08, 09, 10, 11, 12~~

- Level 5**
- Administrative Assistant**
    - Area 02 - North Island Area Office
    - Area 05 - Kamloops Area Office
    - Area 06 - Cariboo Area Office
    - Area 07 - Okanagan Area Office
    - Area 08 - East Kootenay Area Office
    - Area 09 - West Kootenay Area Office
    - Area 10 - Peace River Area Office
    - Area 11 - Prince George Area Office
    - Area 12 - Northwest Area Office
    - Convention, Conference & Travel, HQ
    - Finance, HQ
    - IT Services, HQ

**Clerk**

- Records Management, HQ

**Librarian, HQ**

**Procurement Assistant, HQ**

**Shareholder Engagement Assistant, HQ**

**\*Note: Administrative Assistants/Clerks who are assigned to support a Component Executive Committee (term specific) \***

Duties may include compiling reports and statistical data; performing bookkeeping duties; typing documents including forms, call notes, correspondence, agreements and reports from ~~longhand~~, **handwritten or draft**, ~~dictaphone or shorthand~~; replying to general correspondence for own or other signature; responding to general enquiries and complaints; setting up and maintaining records and files for a particular area, member referral to online resources.

~~SENIOR DEPARTMENTAL CLERK,  
6) REGIONAL SECRETARY AND FINANCE CLERK~~

(Level

- ~~Administration~~
- ~~Advocacy~~
- ~~Finance~~
- ~~Negotiations~~
- ~~Research & Interactive Services~~
- ~~Regional Secretary – Regions 3 and 4~~

## Clerk

- Finance, HQ

## Regional Administrative Assistant

- Region 3
- Region 4

In addition to duties noted above at L3, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising UWU representative; provides administrative support to ~~Regional Coordinator~~ **Director and Assistant Coordinator** in Regions 3 and 4.

~~ADMIN SUPPORT (IT)/SDC AREA 01, 03, & 04~~ **SENIOR DEPARTMENTAL CLERK, IT APPLICATION/HELP DESK SUPPORT TECHNICIAN, EXECUTIVE**

(Level 7)

- ~~Administration – IT Services~~
- ~~Administration – Data Management Clerk~~
- ~~Senior Departmental Clerks Area 01, 03, & 04 \*\*retroactive to January 1, 2021\*\*~~

## IT Application/Help Desk Support Technician, HQ

## Senior Departmental Clerk

- Area 01 – Victoria Area Office
- Area 03 – Lower Mainland Area Office
- Area 04 – Fraser Valley Area Office
- Advocacy, HQ
- Communications, HQ
- Learning & OH&S, HQ
- Member Benefits, HQ
- Membership Records, HQ
- Negotiations, HQ
- Organizing, HQ

## Executive Administrative Assistant

Duties may include training staff on software programs and databases; providing PC and user support; assisting users with software applications, database and technical support; installing software and hardware.

SDC: In addition to duties noted above at L3, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities. ~~reporting to supervising UAW representative; provides administrative support to Regional Coordinator in Regions 3 and 4.~~

### 15.6 Job Descriptions and Review

- (a) The BCGEU is responsible for ensuring that job descriptions are current. In order to discharge this responsibility, the BCGEU shall carry out an annual review of all job descriptions and provide the Union with a copy of any changed job description.
- (b) If the BCGEU plans to post a position that has not been posted within the last two (2) years, the BCGEU will review the relevant job description and provide it to the Union prior to posting.

Signed this 15th day of March, 2024



Signed this 15th day of March, 2024



ARTICLE 16 – REGULAR SENIORITY

16.5 Seniority List

The BCGEU shall maintain a seniority list showing the seniority of each employee in the bargaining unit, including hire date, seniority date and classification. Such list shall be posted on the intranet and a copy sent to the Union office by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.

- (a) The temporary employee seniority list shall be posted and distributed on the same dates as the regular employee seniority list, showing total recall hours to that date.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: January 9 2024



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP41	Article 16.6	Jan 8/24	3:27pm
		Amend	

## 16.6 Seniority for Periods of Leave

An employee on leave of absence under clause ~~9.6~~ 9.7 shall not accrue seniority for periods of leave in excess of 30 calendar days, but shall retain seniority earned prior to that time upon return from such leave.

E&OE  
Signed off this 8th day of January 2024

For the Union Philip M. B... For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP42	Article 17.2 (a)	Jan 8/24	3:28pm
		Amend	

## 17.2 Vacancies/Transfers

(a) Vacancies of a regular nature, positions of a temporary nature with an expected duration of three months or more, excluding trial periods, or new positions that are to be filled within the bargaining unit shall be posted in the office within which they occur for a period of five working days except where an employee on leave of absence under clause ~~9.9~~ 9.10 meets the criteria as outlined in clause ~~9.9~~ 9.10(e). The vacancy notice shall indicate the position classification. Copies of the posting shall be forwarded to the steward, the Union and all other work units outlined in clause 18.10.

E&OE  
Signed off this 8th day of January 20 24

For the Union [Signature] For the Employer [Signature]

ARTICLE 17 – HIRING, PROMOTION AND TRANSFER

17.2 Vacancies/Transfers

~~(c) The BCGEU agrees to advise the Union Office before beginning a search for new employees outside the bargaining unit.~~

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 9 2024





(Canadian Office and Professional Employees Union, Local 378)

**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP44	Article 17.7	Amend	

**17.7 Substitution Procedure**

Temporary vacancies of up to three months duration or trial period vacancies may be filled by a lateral transfer or by substitution in the vacancy by employees classified at a lower level.

In such cases, the senior qualified regular employee in the ~~Coordinator's~~ Director's department, within the next lower classification shall receive the first opportunity. If declined, the next senior qualified employee in the classification and department shall have the opportunity. If declined by all senior qualified employees in the classification and department, the opportunity will be given to the next most senior qualified employee within the next lower classification and so on.

Where no one qualified in the department is interested in the substitution opportunity, the same procedure will be followed amongst employees in other departments in the same geographic location.

In the Executive area, substitution opportunities will be given to employees within the respective Executive Director's departments.

~~Victoria is considered to be one department for the purposes of substitution.~~

E&OE  
Signed off this 10th day of January 2024

For the Union [Signature] For the Employer [Signature]



**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 45	Article 21. Various	Amend	Feb 8 @ 1:15pm

**19.1 Discipline**

- (a) No employee shall be disciplined without just cause. The BCGEU will provide the employee with an explanation as to what any potential disciplinary meeting is regarding, written reasons for the disciplinary action being taken at the time the discipline is imposed, and a copy shall be forwarded to the Union Representative. For the purposes of this article, discipline shall include, but not be limited to, reprimand, demotion, suspension or discharge.

E&OE

Signed off this 8th day of February 2024

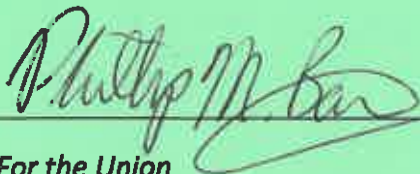
For the Union

For the Employer

## 19.9 Workload

- (a) The Employer agrees to make every reasonable effort to ensure that the workload is fairly distributed amongst employees within the same job classification, department and headquarters.
- (b) When there are new technological programs that materially affect the work of support staff, the Employer commits to engage with support staff through the Joint Labour Management Committee.
- (c) Changes to standard work procedures will be discussed at departmental and/or regional meetings with support staff in attendance.
- (d) Where an employee or the Union has reason to believe that workload is not fairly distributed, as described above, or that work demands and priorities cannot be accomplished within appropriate time frames without unreasonable demands on staff, they shall first refer the matter to the ~~Senior Departmental Clerk, and/or Coordinator~~ **Director. The Director will provide a reply, in writing, within fourteen (14) days of the concern being raised to discuss and try to resolve the concern.**
- (e) Should the matter remain unresolved, it may be referred to the Labour Management Committee for resolution. **Concerns referred to the Committee shall be dealt with in confidence, within 20 days of referral.**
- (f) Should the matter not be resolved at the Labour Management Committee, it may be referred to expedited arbitration pursuant to clause 24.9.
- (g) No disciplinary action shall be taken by the BCGEU against an employee for raising a workload concern.**

Agreed to:



For the Union



For the BCGEU

Date:


January 10/24

ARTICLE 20 – TECHNOLOGICAL OR PROCEDURAL CHANGES

20.1 Notice of Intent

Wherever possible, the BCGEU will provide the Union with six months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of classification. Technological change shall not include normal layoffs resulting in ~~in~~ from a decrease in the amount of work to be done.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 9 2024



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP47	Article 21	<i>Amend – March 14, 2024</i>	

## **ARTICLE 21 - DISCRIMINATION AND HARASSMENT**

The employer agrees to meet with the Union as a sub-committee, within 30 days of ratification, to review and revise the language at Article 21 on Discrimination and Harassment.

E&OE  
Signed off this 15th day of March 20 24

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> Jan 8/24	<b>Time:</b> 3:40pm
UP48	Article 22.3	Amend	

### 22.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Joint Occupational Health and Safety Committee; or
- (b) a person designated by the Joint Occupational Health and Safety Committee; or
- (c) a steward at a worksite where there is no Safety Committee,

after an on-site inspection and following discussion with a representative of the BCGEU, does not meet the standards established pursuant to the Workers' Compensation Act.

All refusals of unsafe work will be reported to the local OHS committee within five (5) days. The BCGEU agrees to deal with all reports of unsafe work in accordance with the applicable legislation.

E&OE  
Signed off this 8th day of January 2024

For the Union [Signature] For the Employer [Signature]

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

~~22.7 Injury Pay Provision~~

~~An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the day without deduction from short term illness leave.~~

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: January 9 2024

**ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY**

**22.9 Unresolved Safety Issues**

The **Any Local** Joint OH&S Committee may refer unresolved safety issues to the **Provincial OH&S Committee** ~~Joint Labour/Management Committee~~ for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

Agreed to

  
\_\_\_\_\_  
Signed on behalf of the Union

  
\_\_\_\_\_  
Signed on behalf of the Employer

\_\_\_\_\_  
Dated: January 9 2024







(Canadian Office and Professional Employees Union, Local 378)

**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 50	Article 22.13	January 10 / 2024	10:20 AM.
		New	

**22.13 Psychological Health and Safety**

The Parties agree that a psychological health and safety committee shall be maintained in accordance with the terms of reference agreed to by the committee.

E&OE  
Signed off this 10th day of January 2024  
For the Union  For the Employer 

**23.3 Use of Personal Vehicle**

Mileage will be paid to employees required to use their own vehicles for BCGEU business. The rate of compensation will be pursuant to the BCGEU's financial policy.

**In the event of an accident or theft while on BCGEU business, the BCGEU will pay the deductible portion of the ICBC claim up to a maximum of \$300 for comprehensive and \$300 for collision. If ICBC refuses to provide comprehensive coverage for windshield claims, the BCGEU will pay the cost of windshield replacement to a maximum of \$300. Should an employee choose not to go through ICBC, the BCGEU will pay the equivalent of the deductible portion referred to above, upon receipt of the repair bill or proof of loss.**

Signed this 15th day of March, 2024



BCGEU Package V4

Signed this 15th day of March, 2024



March 10, 2024  
E&OE

UP 52

**23.6 Joint Labour/Management Committee**

- a) A Labour/Management Committee shall be established, consisting of a maximum of three bargaining unit members and the Union Representative and an equal number of representatives of the BCGEU.
- b) The Labour/Management Committee shall concern itself with matters of the following general nature:
- (i) To discuss and to attempt to resolve problems and complaints affecting either party to this Agreement in a cooperative endeavour to promote a harmonious relationship between the BCGEU, the employees and the Union.
  - (ii) The Labour/Management Committee shall consider and review training needs of employees and career planning, trends in education, employee development, as well as any other training issues.
  - (iii) The Labour/Management Committee will set quarterly meetings, or at the call of either party. Meetings can be cancelled at the request of either party. The parties shall set meeting dates for the upcoming year by December 31<sup>st</sup> of the preceding year.

**c) Minutes**

Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the BCGEU and the Union. Minutes will be reviewed and confirmed as part of the Labour/Management Committee meeting and provided to the parties within one week five business days of the meeting. Bring forward items as well as the party responsible for the action items shall be listed on the minutes. The approved minutes shall be posted immediately on Skynet.

**d) Attendance**

It is agreed that the Union Representatives of the Labour/Management Committee, when required to attend during their work period, will be granted leave with pay to attend. Expense reimbursement for the members of the Union's committee, including travel time, shall be the responsibility of the Union.

Agreed to:



For the Union



For the BCGEU

Date:

January 10/24



(Canadian Office and Professional Employees Union, Local 378)

# BC General Employees' Union PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP53	Article 26.1	Amend	

## 26.1 Term of Agreement

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day following ratification to and including the March 31, 2026, and shall automatically be renewed from year to year thereafter. This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2025, but in any event not later than midnight, December 31, 2025.

Where no notice is given by either party prior to December 31, 2025, both parties shall be deemed to have given notice under this clause on December 31, 2025.

This Agreement shall remain in full force and effect during the period of bona fide collective bargaining.

E&OE  
Signed off this 15th day of March 20 24

For the Union

For the Employer

**APPENDIX "A"**  
**CLASSIFICATIONS AND WAGE RATES**

Grade	Step	CURRENT, EFFECTIVE APRIL 1, 2022		EFFECTIVE APRIL 1, 2023 6.75% Increase	
		Hourly	Annually	Hourly	Annually
L1	Step 1	\$30.57	\$54,231.18	\$32.63	\$57,885.62
	Step 2	\$31.83	\$56,466.42	\$33.98	\$60,280.52
	Step 3	\$33.09	\$58,701.66	\$35.32	\$62,657.68
L2	Step 1	\$31.54	\$55,951.96	\$33.67	\$59,730.58
	Step 2	\$32.80	\$58,187.20	\$35.01	\$62,107.74
	Step 3	\$34.12	\$60,528.88	\$36.42	\$64,609.08
L3	Step 1	\$32.58	\$57,796.92	\$34.78	\$61,699.72
	Step 2	\$33.81	\$59,978.94	\$36.09	\$64,023.66
	Step 3	\$35.13	\$62,320.62	\$37.50	\$66,525.00
L4	Step 1	\$33.57	\$59,553.18	\$35.84	\$63,580.16
	Step 2	\$34.83	\$61,788.42	\$37.18	\$65,957.32
	Step 3	\$36.22	\$64,254.28	\$38.66	\$68,582.84
L5	Step 1	\$34.67	\$61,504.58	\$37.01	\$65,655.74
	Step 2	\$35.92	\$63,722.08	\$38.34	\$68,015.16
	Step 3	\$37.30	\$66,170.20	\$39.82	\$70,640.68
L6	Step 1	\$35.76	\$63,438.24	\$38.17	\$67,713.58
	Step 2	\$36.99	\$65,620.26	\$39.49	\$70,055.26
	Step 3	\$38.51	\$68,316.74	\$41.11	\$72,929.14
L7	Step 1	\$38.13	\$67,642.62	\$40.70	\$72,201.80
	Step 2	\$39.33	\$69,771.42	\$41.98	\$74,472.52
	Step 3	\$40.87	\$72,503.38	\$43.63	\$77,399.62

- Step 1 and 2 rates are in effect for 1758 hours.

Signed this 15th day of March , 2024

Signed this 15th day of March, 2024




<i>Date</i>	<i>Increase</i>
<b>April 1, 2024</b>	<b>Effective April 1, 2024 a general wage increase equal to the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2% and a maximum of 3%</b>
<b>April 1, 2025</b>	<b>Effective April 1, 2025 a general wage increase of 2% or a “me too” to the general wage increase in the Public Service Main Agreement effective that date, whichever is greater. The Parties agree that if Public Service negotiations are not complete on April 1, 2025, all staff shall receive a 2% increase on April 1, 2025. Once negotiations are complete, any necessary adjustments will be made retroactive to April 1, 2025.</b>

Note: The April 1, 2024, percentage wage increase will be reduced by 0.3% to account for the addition of the Senior Employee Recognition agreed to as Article 14.13

Signed this 15th day of March, 2024

Signed this 15th day of March, 2024



UP55

**APPENDIX "C"**  
**LIST OF ARBITRATORS**

The following names is the list of Arbitrators agreed to between the parties:

Joan Gordon	Julie Nichols	Mark Brown
Chris Sullivan	Corinn Bell	Koml Kandola
<del>John Hall</del>	Mark Atkinson	
Jim Dorsey	Elaine Doyle	

And any other arbitrators agreed to by the parties.

**Agreed to:**



**For the Union**



**For the BCGEU**

**Date:** January 10/24

**MEMORANDUM OF AGREEMENT 1****RE: EARLY INTERVENTION PROGRAM****RENEW**

The Parties agree that the goal of an Early Intervention Program is to complement the existing disability plans by facilitating a proactive and customized service for ill and injured employees to effectively return to work in a safe and timely manner.

**1. Goals of the Early Intervention Program ("EIP") are:**

- a. to initiate early contact with the ill/injured employee to convey the message that employees are valued;
- b. to identify and provide appropriate case management of the ill/injured employee's health issues;
- c. to facilitate the rehabilitation of ill/injured employees while expediting a safe and timely return to work through and early return to work plan; and
- d. to reduce the costs of wage indemnity ("WI"), long-term disability ("LTD") and workers' compensation claims.

**2. Joint Steering Committee (the "Committee")**

- a. A committee comprised of three (3) representatives of the Union and three (3) representatives of BCGEU shall be established within thirty (30) days of ratification of the renewal agreement. The purpose of the Committee is to develop an agreement for the delivery/implementation of an EIP that has case management component. The Committee shall call upon advisors, as required, and work with the BCGEU Human Resources Department and EIP provider.
- b. Participation in the Committee shall be without loss of pay.
- c. The Committee will be established with the following mandate:
  - develop the policies of the EIP, including the roles of the EIP provider, BCGEU, Employee, MoveUP, and EIP MoveUP Representative'
  - implement the EIP developed by the Committee by December 31, 2021;
  - promote the EIP to employees in the MoveUP unit;
  - develop and implement a communications plan for the EIP;
  - receive and analyze quarterly data reports to evaluate the effectiveness of the EIP and its impact on WI and LTD claims discuss issues arising from the implementation of the EIP;
  - establish the forms that will be used in EIP; and
  - determine who the EIP provider will be.



- d. Confidentiality and the right to privacy protection is an important guiding principle of the EIP. The Committee will develop procedures and policies regarding what information is collected, from whom, under what circumstances it is shared, where and for how long it is stored. The EIP provider will hold and protect confidential medical information. The EIP provider will share only medical limitations, restrictions and prognosis with BCGEU.
- e. The WI plan administrator will administer and provide the EIP unless Committee agrees to a different EIP provider.
- f. In the event the Committee cannot agree on the elements of the EIP including the EIP provider, they may refer the matter to mediation or expedited arbitration to resolve any disputes regarding the development or implementation of the EIP.

### 3. Participation in the Early Intervention Program

An ill/injured regular employee shall participate in the EIP and cooperate by:

- a. completing all required forms;
- b. speaking with the EIP case manager and/or Union representatives to discuss the potential for return to work or accommodation plans; and
- c. participating in an agreed upon early return to work/accommodation plan approved by the ill/injured employee's physician; and
- d. cooperating with any recommended medical and rehabilitation interventions plans, if approved by the attending physician.

### 4. Early Intervention Program Union Representative

- a. Employees participating in the EIP, should they choose, shall have access to and MoveUP Representative;
- b. The EIP Union Representative will be provided access to the EIP Case Manager and the employee's EIP case management file.
- c. The union shall appoint the EIP union Representatives(s), The EIP MoveUP Representative has the right to assist employees participating in the EIP without loss of pay should they be employed by the BCGEU.

### 5. Compliance

The EIP program will comply with applicable legislation and case law, collective agreement provisions, and EIP policies and procedures.

**6. Dispute Resolution Process**

- a. All case management disputes will be subject to the expedited arbitration process.
- b. The interpretation, application, operation or any alleged violation of the EIP are subject to the grievance and arbitration procedure set out in the collective agreement.

**Agreed to**

  
\_\_\_\_\_  
**Signed on behalf of the Union**

  
\_\_\_\_\_  
**Signed on behalf of the Employer**

\_\_\_\_\_  
**Dated:** January 9 **2024**

**MEMORANDUM OF AGREEMENT 2  
RE: REMOTE WORK**

The parties agree, ~~during the term of this Collective Agreement,~~ to permit employees to work remotely from their residence in certain situations.

The BCGEU shall have the sole discretion to approve remote work arrangements subject to the terms of the Memorandum of Agreement ("MOA").

1. This MOA shall only apply to regular employees of the BCGEU who have successfully passed their probationary period and who have not been subject to any documented performance or disciplinary concerns within the last 12 months. Temporary employees in posted positions may be considered for remote work arrangements after completing 880 hours of work for the BCGEU.

2. Only employees working in the following departments or offices are eligible for remote work arrangements:

- a. Victoria Area Office
- b. Nanaimo Area Office
- c. Lower Mainland Area Office
- d. Fraser Valley Area Office
- e. Kamloops Area Office
- f. Kelowna Area Office
- g. Prince George Area Office
- h. Administration (including Records Management, ~~IT Services,~~ and Membership Records)
- i. Advocacy
- j. Communications
- k. Facilities **including Convention & Travel** (excluding Mail Centre and HQ Reception)
- l. ~~Research and Interactive Services~~ Finance
- m. Learning & OHS
- n. ~~Executive Member Benefits~~
- o. Negotiations
- p. Organizing
- q. **IT Services**
- r. **Executive**

3. ~~Except as outlined at paragraph 4 below, remote work arrangements shall be limited to one (1) per day per department or office. If there are multiple requests for the same day, approval shall be on rotating basis in order of seniority. Where there are more requests for a particular day than the BCGEU can operationally approve, requests shall be granted on a rotating basis in order of seniority.~~

4. ~~The following departments shall be limited to two (2) remote work arrangements per day:~~

- ~~a. Advocacy~~
- ~~b. Research and Interactive Services~~

- ~~c. Negotiations~~
- ~~d. Organizing~~

~~For the Administration Department, two (2) remote work arrangements may be approved per day provided that the requests are from different subgroups (Records Management, IT Services, and Membership Records).~~

4. Eligible employees may request approval from their ~~coordinator~~ **director** for remote work arrangements. **The BCGEU agrees that remote work arrangements are not limited to a specific number of days per week, but are approved** ~~Such arrangements shall be limited to one (1) day per work week based on operational needs~~ and shall not be requested or approved more than one (1) **week month** in advance. Approval shall be subject to operational requirements and the following criteria:

- a. There must be sufficient employees at the workplace to perform any work required to be done and for member service to continue uninterrupted. Specifically, reception desks at area offices must always be staffed.
- b. The employee must have no work that requires their attendance at the workplace on the relevant day.
- c. The employee must be available to report to their normal office worksite during the relevant day within a reasonable period of time, if required.
- d. The employee must have all the necessary furniture, space, and equipment to perform the full scope of their job duties during the relevant days.
- e. There will be no additional costs from the remote work arrangement borne by the BCGEU.

5. Senior Departmental Clerks and Regional Secretaries may be considered for remote work arrangements and shall request approval from their ~~director with a copy of the request to their coordinator~~. In addition to general operational requirements outlined at Paragraph 4, Senior Department Clerks and Regional Secretaries must have no supervisory, training, or ~~coordinator~~ **director** support functions at the office on the requested day.

6. The BCGEU may, at any time, review work performed at home in comparison to work performed in the office to assess whether remote work arrangements are appropriate for specific employees.

7. Should any employee experience technical issues or internet service interruptions while working remotely, they shall immediately notify their ~~coordinator~~ **director** if able and report to their workplace as soon as possible.

8. Employees seeking remote work arrangements are responsible for the following:

- a. Ensuring the remote work location is adequately equipped and maintained from a safety perspective.

b. Ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on the full scope of their job duties.

c. Ensuring the privacy of BCGEU members is protected.

9. Remote work arrangements under this MOA are voluntary.

~~11. During the term of this MOA, the parties shall constitute a joint committee with two (2) members from the BCGEU and two (2) members from the Union. This committee will be responsible for the following:~~

- ~~a. Monitoring the implementation of this MOA and reporting out to the parties.~~
- ~~b. Recommending to the BCGEU measures to make remote work arrangements more effective.~~
- ~~c. Seeking solutions to issues that cause remote work arrangements to not be approved, including those based on operational requirements.~~
- ~~d. At the end of the term of the MOA, making recommendations to the BCGEU and the Union for bargaining proposals in the next round of collective bargaining.~~

~~12. This MOA expires on March 31, 2023, unless the parties mutually agree to renew it.~~

Signed this 15th day of March, 2024

Signed this 15th day of March, 2024



(Canadian Office and Professional Employees Union, Local 378)

**BC General Employees' Union  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Feb 8/24	11:40 am
UP60	MOA #3	New - Union Counter Proposal January 24, 2024	

**Memorandum of Agreement 3**

**1** Where Travel Clerks are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each four hours standing by.

Travel Clerks on their normal day of work will be on standby from 1700 hours to 2100 hours.

Travel Clerks on standby on Saturday or Sunday will be compensated at 3 hours straight time, from 0900 hours to 2100 hours.

Travel Clerks will not be required to respond to emails or phone calls outside the hours indicated in this Memorandum of Agreement ("MOA").

Once a Travel Clerk works while on standby, the Travel Clerk will be compensated at the applicable overtime rates under the collective agreement.

Standby compensation will be paid out. Overtime compensation can be banked or paid out as per the terms of the collective agreement.

**2** An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. The BCGEU shall provide a BCGEU cell phone and laptop to perform the duties as required. Where possible initial requests should be directed to the convention representative who will then contact the Travel Clerk on duty to complete the tasks.

**3** If due to an unforeseen emergency the employee is unable to be on standby on Saturday or Sunday, they shall receive prorated standby pay. If this occurs on a regular day of work, the standby will not apply, and the employee will be compensated by the appropriate agreement provision.

**4** Travel Clerks required to stand by will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

E&OE  
Signed off this 8th day of February 2024

For the Union Phillip M. Row For the Employer [Signature]

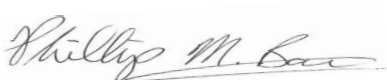
**MEMORANDUM OF AGREEMENT 4 (NEW)  
JOB DESCRIPTIONS**

The parties agree that the BCGEU will institute job descriptions for all positions covered by this Collective Agreement.

The process for arriving at these job descriptions is as follows:

1. The BCGEU will provide the Union with draft job descriptions for all positions covered by this Collective Agreement on or before August 6, 2024.
2. The Union will provide the BCGEU with their feedback to the draft job descriptions on or before November 15, 2024.
3. The BCGEU will provide the Union with updated draft job descriptions on or before December 15, 2024.
4. The Union will inform the BCGEU whether there are any remaining disputes regarding the job descriptions on or before January 15, 2025.
5. Should there be any remaining disputes, the parties shall submit those disputes for expedited mediation/arbitration.

Signed this 15th day of March, 2024



Signed this 15th day of March, 2024

