

## **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CUPE 454**

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

**PARTY OF THE FIRST PART**

**AND:**

**MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,**

**LOCAL 378**

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

**PARTY OF THE SECOND PART**

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from January 1, 2024 to December 31, 2025, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from January 1, 2026 to December 31, 2027.
5. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.

6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
7. The Members of both the Union's Bargaining Committee and the Employer's Bargaining Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.
10. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

**Signed at** Burnaby, **B.C.** this 17 **day of** December, **2025.**

**For the Union**

**For the Employer**



**APPENDIX "A"**



<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 2, 2025	<b>Time:</b> 9:00 am
UP 01	Various	Housekeeping	

Throughout the collective agreement:

- Change “union” to “Union”
- Change “article” to “Article”
- Change “Section” to “Article”
- Change “Steward” to “Job Steward”
- Change “Employee” to “employee”
- Change “collective agreement” or “the Employer’s Collective Agreement” to “this Agreement”, where applicable
- Change “MoveUP, (Local 378, Canadian Office and Professional Employees Union) to “MoveUP, Canadian Office and Professional Employees Union, Local 378”
- Incorporate all Letters of Understanding into the body of the collective agreement
- Italicize any legislations or laws, i.e.
  - *Labour Relations Code*
  - *BC Human Rights Code*
- Amend cover page with new dates.
- Update table of contents.

The Union proposes that the provisions of the following Articles be relocated to the indicated sections in the collective agreement:

- The provisions under **'15.09 Safety'** shall be moved to ARTICLE 19 – HEALTH AND SAFETY and be relabeled as **'19.01 General Safety Provisions'**. The proceeding article and sub-article numbers shall be amended as necessary.
- The provisions under **'15.05 Jury Duty'** shall be moved to ARTICLE 10 – LEAVE of ABSENCE and be relabeled as **'10.07 Jury Duty Leave'**. The proceeding article and sub-article numbers shall be amended as necessary.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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- The provisions in LETTER OF UNDERSTANDING No.1 - SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE shall be moved into the collective agreement and be made to be a new article, referred to as "**ARTICLE 20 - SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE**". The proceeding article and sub-article numbers shall be amended as necessary.
- The provisions in LETTER OF UNDERSTANDING No.2 - RE: REMOTE WORK shall be moved into the collective agreement and be made to be a new article, referred to as "**ARTICLE 21 - REMOTE WORK**". The proceeding article and sub-article numbers shall be amended as necessary.

E&OE  
Signed off this 2nd day of December 2025

For the Union



For the Employer



<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 02	7	December 2, 2025	10:45am

*UR Counter*

## ARTICLE 7 – HOURS of WORK and OVERTIME

### 7.01 Regular Work Day

A regular part-time work day shall consist of five (5) hours between the hours of 8:30 a.m. and 2:30 1:30 p.m., Monday through Friday, or such other hours as may be mutually agreeable between the Parties.

### 7.02 Regular Work Week

A regular part-time work week shall consist of twenty five (25) hours worked per week. Hours of work may be varied subject to mutual agreement between the Employer and the Union.

### 7.03 One (1) relief period per day of fifteen (15) minutes in the morning shall be taken without loss of pay.

### 7.04 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Article 7.03-7.01, shall be considered as overtime and paid at the rate of one and one half (150%) time for the first four (4) hours and then at double (200%) time for any additional hours of the employee's pro-rated hourly rate.

### 7.05 All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

### 7.06 All employees requested to work overtime-beyond the regular work day shall be allowed a one-half (1/2) hour paid meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

### 7.07 Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay and a one-half (1/2) hour paid meal period at the overtime rates, provided the employee reports for such work. When an

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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employee is consulted by telephone outside of the employee's normal hours or of work, a telephone consultation premium of one (1) hour will be paid.

- 7.08** Overtime shall be voluntary. Overtime shall first be offered to the employee who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.
- 7.09** Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.
- 7.10** Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

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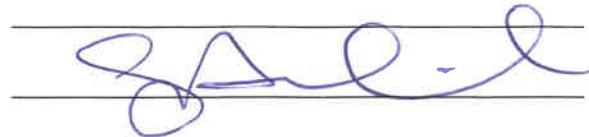
E&OE

Signed off this 2nd day of December 2025

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CUPE 454  
PROPOSALS 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 10, 2025	<b>Time:</b> 10:00am
UP 03	9	<i>Union Counter</i>	

**ARTICLE 9 – ANNUAL VACATIONS**

**9.01** a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days.

b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year.

**9.02** Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation.

**9.03** For each year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

(a) After completing five (5) or more years of continuous service with CUPE 454, an employee shall, in addition to the regular vacation to which they are entitled, become eligible to receive a supplementary vacation with pay each five (5) years, as set forth below.

<b>Years of Completed Continuous Service</b>	<b>Weeks Supplementary Vacation</b>
After 5 Years	5 Days
After 10 Years	5 Days
After 15 Years	5 Days
After 20 Years	5 Days

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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After 25 Years	10 Days
After 30 Years	5 Days
After 35 Years	5 Days

- (b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Company and the employee.
- (c) One (1) week's supplementary vacation pay shall be equal to one (1) week's salary of the employee's job at the time the vacation is taken.
- (d) The supplementary vacation must be taken prior to the employee becoming eligible for their next earned period of supplementary vacation provided in Article 9.03 (a).
- (e) Unused vacation entitlement shall be carried forward year-to-year and may be paid out upon the employee's request.

#### 9.04

- (a) Part-time regular employees shall receive the same number of calendar days of vacation as full-time regular employees with the same amount of vacation years service. Vacation pay shall be the appropriate percentage of gross earnings for the period in which vacation was earned.
- (b) If any employee takes a continuous vacation period exceeding ten (10) working days, the employer may shall cover the employee's absence via the Union's dispatch per article 3.02.

E&OE

Signed off this 17th day of December 2025

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CUPE 454  
PROPOSALS 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>December 17, 2025</b>	<b>Time:</b> <b>9:40 am</b>
UP 04	10	<i>Sign off copy</i>	

**ARTICLE 10 — LEAVE OF ABSENCE**

**10.01 Bereavement Leave**

~~In cases of death in the immediate family, i.e. husband, wife, common law spouse (including same sex partner), son, daughter, step child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, an employee shall be granted up to five (5) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any employee who wishes to attend services related to the death of grandparents, grandchildren, spouse's grandparents or grandchildren. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.~~

(a) Leave of absence with pay for five (5) working days shall be granted an employee in the event of a death in the employee's immediate family, defined as:

- (i) Partner/spouse of the employee;
- (ii) Child, step-child or foster child of the employee or of the employee's partner/spouse;
- (iii) Parent, step-parent, foster parent, or the person who was acting in loco parentis of the employee or of the employee's partner/spouse;
- (iv) Sibling of Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;
- (v) Grandparent or step-grandparent of the employee or of the employee's partner/spouse;
- (vi) Grandchild or step-grandchild of the employee or of the employee's partner/spouse;
- (vii) Partner/spouse of a child of the employee;
- (viii) Sibling of the employee;
- (ix) Sibling-in-law of the employee;
- (x) Children of sibling or sibling-in-law of employee or partner;
- (xi) Traditional or customary adopted children of employee or partner
- (xii) A relative of the employee who permanently resides with the employee and who is dependent upon the employee for care and assistance.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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(xiii) or individuals who are like a close relative, whether or not they are related by blood, adoption, marriage or common law relationship, or in the event of a person not listed above an employee can request bereavement leave and consideration will be made by the employer.

- (b) An additional two (2) days shall be granted to employees who must travel out of the municipality where the employee lives, to attend to the funeral of any relative of the employee, or a relative of the employee's spouse.
- (c) To attend a funeral, employees shall be granted up to one (1) days' pay to attend as a mourner or pall-bearer.

#### **10.02 Pregnancy and Parental Leave**

- a) For the purpose of this Article, "spouse" includes common-law partner within the meaning of the Family Relations Act.
- b) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEIB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the one (1) week waiting period and Supplementary Employment Insurance Benefit for the maximum period allowed. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- d) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- e) Seniority shall accrue during pregnancy and parental leave.

#### **10.03 Leave for Medical/Dental Appointments**

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off.

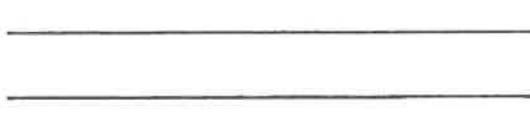
The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

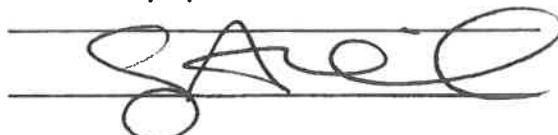
For the Union

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For the Employer

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#### **10.04 Family Responsibility Leave**

- a) An employee may take up to five (5) days per year to meet responsibilities related to the care, health or education of their family. Such time off work may be taken at one (1) or more hours intervals to a total of ~~twenty (20) hours~~ twenty-five (25) hours.
- b) In the case of illness/injury of an immediate family member (including same sex partner), the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.
- c) In the event of a serious illness or injury to a spouse (including same sex partner), dependent or non-dependent child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Such time off shall be deducted from the accumulated sick leave bank.

#### **10.05 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 11 – Sick Leave depending on the employee's request.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

#### **10.06 Domestic or Sexual Violence Leave**

An employee may require an absence from work to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing due to an employee and/or an employee's dependent child or a dependent person under their care experiencing domestic/sexual violence. In such a case, the employee shall be granted leave consistent with the applicable legislation and the Employer will provide up to five (5) days of leave with pay per calendar year.

Such leave may be taken intermittently or in one continuous period. The Employee, or the Union on the Employee's behalf, may request additional leave as provided elsewhere in this collective agreement including Article 11.01. Such request shall not be unreasonably denied.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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**45.05**

**10.07 Jury Duty Leave**

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply.

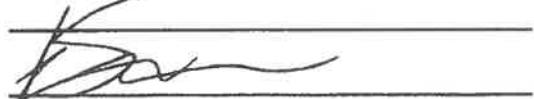
Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one-half (6½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6½) hours, shall be considered overtime and paid as such.

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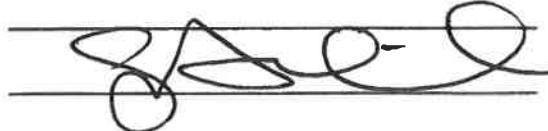
E&OE

Signed off this 17th day of December 2025

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CUPE 454  
PROPOSALS 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 10, 2025	<b>Time:</b> 10:00 am
UP 05	11	<i>Union Counter</i>	

**ARTICLE 11 – SICK LEAVE, WELFARE PLANS and PENSION PLAN**

**11.01 Sick Leave**

Sick leave will be accrued for part-time employees on the basis of one twelfth (1 1/12<sup>th</sup>) of twenty (20) working days per month (6.67 hours per month) (8.33 hours per month) and will be earned on the first (1<sup>st</sup>) day of each month. Employees may accumulate up to two hundred and sixty (260) working days. Unused sick leave will be paid out upon resignation or retirement of the accumulation to a maximum of ninety (90) one hundred (~~one hundred~~) days, whichever is lesser upon leaving employment.

**11.02 Medical Plan, Dental and Extended Health Benefits and Health Spending Account**

A medical plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay the full premium cost for the employee's coverage under such a plan.

The Employer will pay premiums for coverage under Pacific Blue Cross for the "individual deluxe choice plan" with dental and extended health benefits. Consideration may be given for couple and family coverage depending on the employee's needs and the finances of the Local.

Benefit coverage will be reviewed annually and no changes to the benefits will be considered without the agreement of MoveUP.

Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

As part of the Employee Benefit Plan listed above, the Employer will include a Health Spending Account in the amount of five hundred (\$500.00) dollars per year for allowable medical expenses.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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Any amount left over in the Health Spending Account will automatically be carried for the next twelve (12) months and added to the following Health Spending Account's year allocation. Any amount of the carried forward balance not used by the end of the next Health Spending Account's plan year will revert back to the Employer.

#### **11.03 Pension Plan**

The Employer will pay twelve point thirty five percent (12.35%) of gross wages in lieu of pension. This money will be paid on each regular pay period and would allow the employee to purchase an RRSP, a RRIF or some other type of pension fund.

#### **11.04 Benefit Plan Coverage**

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

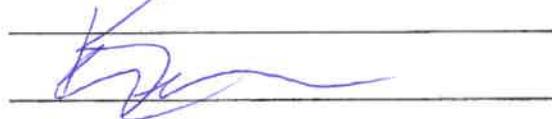
Dependents may include but are not limited to:

- A same or opposite sex, legal or common law spouse
- Children under the age of 19 or full time students under the age of 25
- Children with mental or physical disabilities over the age of 19
- A legal or common law spouse
- Children under the age of twenty-one (21)
- Children of any age with mental or physical disabilities and who are financially dependent

E&OE

Signed off this 17th day of December 2025

For the Union



For the Employer





Canadian Office and Professional Employees Union, Local 378

**CUPE 454**  
**PROPOSALS 2025**  
**Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 10, 2025	<b>Time:</b> 10:00 am
UP 06	12	<i>Union Counter</i>	

**ARTICLE 12 – WAGES**

<b>PAY SCALE PER HOUR</b>	<b>January 1, 2024 2026</b>	<b>January 1, 2025 2027</b>
<b>Increase</b>	<b>4.5% - 3.5%</b>	<b>4.0% - 3%</b>
<b>Office Assistant</b>	<b>\$40.72 \$43.83</b>	<b>\$42.35 \$45.15</b>

**12.01** It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not be given a salary above minimum or be granted an increase in pay with notice provided to the Union.

**12.02** The Parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.

**12.03** All employees shall be paid on a bi-weekly basis every second Friday.

E&OE  
Signed off this 17th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CUPE 454  
PROPOSALS 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 17, 2025	<b>Time:</b> 12:10 pm
UP 07	14	<i>Union Counter</i>	

**ARTICLE 14 – PROMOTION, LAYOFF AND RECALL**

**14.01 Layoff**

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

The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs, as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

**14.02 Notice of Lay-off**

All regular employees shall be given in writing the following notice of lay-off or salary in lieu of notice:

- b) Two (2) weeks' notice where the employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) twelve (12) weeks' notice.
- c) In the event of office closure, permanent workplace relocation, or merger, Article 14.04(b) 14.02(b) will apply. (This shall not apply to temporary job sites.)

The period of notice shall not coincide with an employee's annual vacation.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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**14.03** Any regular or regular part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year. Any employee so affected may choose to terminate their employment at any time during the recall period and receive severance pay in the amount of one (1) week for each year of service to a maximum of twenty-four (24) weeks, to a maximum of twelve (12) weeks.

**14.04 Recall**

Notice of recall to an employee who has been laid-off shall be made by registered mail and email to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it or possibly lose rights of seniority and recall, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby. An employee having to give notice to another Employer shall be deemed as having complied with this ten (10) day period.

**14.05** Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

**14.06** Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

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E&OE  
Signed off this 17th day of December 2025

For the Union



For the Employer





<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 2, 2025	<b>Time:</b> 9:00 am
UP 08	15	<i>New/Amend/Move Language</i>	

**ARTICLE 15 – GENERAL**

**15.01** Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

**15.02** The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

**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. Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the bargaining unit employees.

**15.04** ~~The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one week notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.~~

**15.05 Jury Duty**

~~An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply.~~

~~Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one half (6 1/2) hours for purposes of~~

E&amp;OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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~~establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6 1/2) hours, shall be considered overtime and paid as such.~~

**15.06**

**15.04** 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.)

**15.07**

**15.05** It is agreed by the Parties that the Agreement will be prepared ~~on an alternate basis and printed by the Union.~~

**15.08**

**15.06 Tuition Fees**

The Employer will provide training when required. Training that is longer than the regular work day, ~~4 (four) five (5)~~ hours, for part-time regular employees will not attract overtime.

**15.09 Safety**

(d) ~~It is the intent of the Parties to this Collective Agreement to conduct a safe operation.~~

(d) ~~Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply. The parties will meet to discuss safety issues as they arise.~~

(d) ~~No employee shall undertake any work which the employee deems to be unsafe.~~

(d) ~~No employee shall be subject to discipline for acting in compliance with Regulation 3.12 of the WorkSafeBC Occupational Health and Safety Regulations.~~  
*Note: The Union proposes to move this language to Article 19 and relabeled as Subarticle 19.01 'General Safety Provisions'.*

**15.07 Mileage**

Employees shall be reimbursed for use of vehicle on the Employer's business when required to use the employee's vehicle in the performance of the Employer's duties. The payment shall cover the distance to and from the employee's place of residence when the employee is required to have their vehicle at work for use in the performance of duties. In addition, employees shall be reimbursed for all mileage.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

incurred in the performance of duties, at the per-kilometre rates prescribed by the Canada Revenue Agency

**15.10**

**15.08**

**(a) Personnel Files**

- (i) A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain all records, reports and other documentation concerning the employee's employment and work performance. For greater clarity and certainty, the Employer specifically agrees that no personal files or documentation on employees shall be kept outside of each individual employee's personnel file, save and except for payroll records.
- (ii) No negative comment or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information in a timely manner.
- (iii) Documentary evidence (to be) adduced by the Employer in cases of discipline, discharge or termination, whether for alleged "culpable" or "non-culpable" reasons, must have been entered into and remain on an employee's personnel file in compliance with the provisions of the Article, otherwise it shall be not used.
- (iv) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to employees as may be implemented by the Employer from time to time.

**(b) Employee Access to Personnel File**

An employee shall have the right to read and review their personnel file at any time, upon reasonable notice and by written request to the Employer. An employee may request and shall receive a copy of any document, record or report contained in the employee's personnel file.

**(c) Union Access to Employee Personnel File**

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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A representative of the Union shall have the right to read and review and employee's personnel file at any time, upon written authorization of the employee and upon reasonable notice and by written request to the Employer. On request, the Union Representative shall be provided with copies of any document, record or report contained in the employee's personnel file.

(d) **Purging Personnel Files**

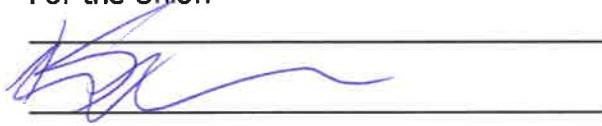
All notices, letters or details which pertain to any form of complaint or discipline, or which otherwise reflect negatively upon an Employee or their employment, which are more than twelve (12) months old shall not be considered in any assessment of the Employee's performance or conduct or to support any subsequent action by the Employer (be in disciplinary [culpable], non-disciplinary [non-culpable] or otherwise) and shall be removed by the Employer from the employee's personnel file, twelve months from the date it was placed on the file, and shall thereafter be destroyed immediately by the Employer as shall any copies thereof in the possession of the Employer.

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E&OE

Signed off this 2nd day of December 2025

For the Union



For the Employer





<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 2, 2025	<b>Time:</b> 9:00 am
UP 09	17	<i>New/Amend</i>	

**ARTICLE 17 – GRIEVANCES**

~~All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.~~

**STEP 1:** ~~The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Job Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative of the Union, who will then take up the grievance as set forth in this Article. The employee may or may not be present as they may elect.~~

**STEP 2:** ~~Any grievance must be filed within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.~~

**STEP 3:** ~~If no agreement can be reached on the grievance or dispute within ten (10) days from the date it was first presented by the Job Steward or Union Representative of the Union, the matter may then be referred to the Arbitration procedure outlined in Article 19 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.~~

**17.01** "Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute arising between the parties.

**17.02** Grievances shall be administered in the following manner:

E&amp;OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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a) If the employee has a grievance against the Employer, the procedure for settlement shall commence with Step 1.

b) If the Employer or the Union has a grievance, the procedure for settlement shall commence with Step 3.

STEP 1:

The employee involved shall first take up the grievance with the Employer directly in charge of the work within twenty-five (25) working days of the circumstances giving rise to the grievance.

The employee may be accompanied by Job Steward or Representative of the Union. The Employer shall give a decision within ten (10) working days of such meeting.

STEP 2:

If the grievance is not resolved at Step 1, written notice shall be submitted by the Grievor and/or the Union to the Employer within ten (10) working days following the decision rendered at Step 1.

STEP 3(a):

The Representative of the Union and a Representative of the Employer along with the grievor shall meet within ten (10) working days of receipt of the grievance as submitted under Step 2. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Arbitration as set forth in Article 18.

STEP 3(b):

In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance and such notice shall be given within ten (10) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Arbitration as set forth in Article 18.

STEP 4:

In the event the matter remains outstanding after full utilization of either Step 3(a) or 3(b) the Party wishing to proceed to Arbitration, must within ten (10) days, notify the other Party that they are proceeding to Arbitration. This shall be done, in writing.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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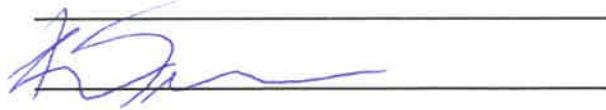
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**17.03 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer**

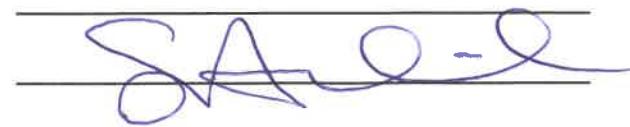
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E&OE  
Signed off this 2nd day of December 2025

For the Union



For the Employer





Canadian Office and Professional Employees Union, Local 378

**CUPE 454**  
**PROPOSALS 2025**  
**Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> December 2, 2025	<b>Time:</b> 9:00 am
UP 10	20.01(a)	<i>Amend</i>	

**ARTICLE 20 – DURATION**

**20.01**

a) This Agreement shall be binding and remain in full force for the period from and including January 1, ~~2024~~~~2026~~ to and including December 31, ~~2025~~~~2027~~.

The following provisions shall take effect and be binding upon the Employer and the Union for a period commencing the first (1<sup>st</sup>) Day of January, ~~2024~~~~2026~~ and ending the thirty first (31<sup>st</sup>) day of December, ~~2025~~~~2027~~, SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

E&OE

Signed off this 10th day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union Local 378)

**CUPE 454  
PROPOSALS 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>December 10, 2025</b>	<b>Time:</b> <b>10:00 am</b>
UP 11	LOU 2	<i>Union Counter</i>	

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN: CUPE 454**

**AND: Canadian Office and Professional Employees Union, Local 378**

**RE:**

**ARTICLE 21 - REMOTE WORK**

**Remote Work is defined as “recurring work that is done from the employee’s home”.**

**The Employer and the Union agree to a Remote Work process.**

- 21.01** While performing Remote Work, employees retain all rights and benefits of the Collective Agreement, including WorkSafe BC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in Remote Work.
- 21.02** The employee will provide dedicated work space in their home for the purpose of working remotely including a workstation which is fit for purpose. The employee will be expected to have internet connection in their home suitable to perform the tasks identified for Remote Work, the cost of which will be borne by the employee. All IT support for Remote Work will be provided remotely via phone and/or online support mechanisms.
- 21.03** The Company will provide employees working from home with a laptop computer and telecommunications equipment (which may be built into the computer), necessary to perform the tasks identified for Remote Work. Employees will be expected to properly handle and house Employer property. Employees will also be expected to ensure that all long distance costs associated with the Company-provided business line (if applicable) are for Company business purposes only.

**E&OE**

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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**21.04** The Employer will provide a one-time allowance of \$250.00 to the employee to support setup of their home workspace.

**21.05** The Parties recognize that the Employees home office is a worksite that is covered by provincial health and safety regulations. The Employer and the Employee have the responsibility to ensure the home office is a safe, secure and ergonomically correct work environment. As part of this responsibility, the employee must ensure that their remote workstation is comfortable, safe, and appropriate for sustained work.

**21.06** Liability for the cost of maintenance or replacement of Employer property will be the Employer's. Further, the employee will not be required to incur additional insurance costs as a result of Remote Work. Any concerns should be discussed between the employee and their manager. It is understood that unexpected insurance costs or other complications of setup may result in a Remote Work arrangement being discontinued by the Company.

**21.07** Employees who work remotely will manage dependent care and personal responsibilities separately from work, in a way that allows them to successfully meet job responsibilities.

**21.08** Employees must take all reasonable steps to ensure security of Union property and data while working remotely. All Union information and data must be kept completely confidential.

**21.09** Employees with Remote Work capability may be required to work remotely when operationally required, or in the event of an office closure, or in the event that the office is, or is expected to be, inaccessible (e.g. due to inclement weather). For greater clarity, the Employer will not require employees to report to the office when there are active hazardous weather warnings, advisories, alerts, or other weather conditions that cause undue safety hazards in transit or commute.

**21.10** Employees who opt in for the remote work option will be entitled to at least three days a month of remote work.

**21.11** If an employee is required to report to work in office when there is an active hazardous weather warning, advisory, or alert, the employee will be paid for all hours worked at the overtime rate per article 7.04 of this Agreement.

E&OE

Signed off this

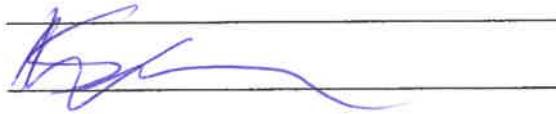
17th

day of

December

2025

For the Union



For the Employer





<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>December 2, 2025</b>	<b>Time:</b> <b>9:00 am</b>
UP 12	NEW LOU	<i>New/Amend</i>	

**LETTER OF UNDERSTANDING No.\_\_\_\_\_****BETWEEN: CUPE 454****AND: MoveUP (Local 378, Canadian Office and Professional Employees Union)****RE: Ban on Generative AI**

The Parties acknowledge the emergence of generative artificial intelligence (GenAI) and algorithmic artificial intelligence (AAI) and the significant concerns these technologies raise regarding worker displacement, surveillance, privacy, and ethics.

The Parties agree that AI shall not be used to replace bargaining unit workers, shall not be used to create work without input from a bargaining unit member, or to monitor, assess, or surveil employees. Any use, deployment, or integration of GenAI or AAI in workplace processes that could impact bargaining unit work shall only occur with the mutual agreement of the Parties, in a manner that is ethical, transparent, and consistent with the Parties' joint commitment to the principles of the labour movement.

GenAI is defined as any system capable of generating content, decisions, predictions, or outputs that mimic human-like responses. AAI refers to systems that collect or analyze personal employee data for the purposes of performance management, direction of work, or other labour management decisions.

The Parties recognize that AI functions may be introduced in software used by the Employer or by bargaining unit members beyond the Employer's control. Such incidental inclusion shall not constitute a violation of this Letter. However, the Parties commit to notifying one another upon discovering such function creep, and will meet to determine whether the use is consistent with the principles outlined above.

E&amp;OE

Signed off this 2nd day of December 2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CUPE 454  
PROPOSALS 2025  
Union Proposals (UP Item)**

<b>Union Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>December 10, 2025</b>	<b>Time:</b> <b>10:00am</b>
UP 13	<u>New LOU Appendix</u>	<i>Union Counter</i>	

**LETTER OF UNDERSTANDING No. \_\_\_\_\_**

**BETWEEN: CUPE 454**

**AND: MoveUp (Local 378, Canadian Office and Professional Employees Union)**

**RE: JOB DESCRIPTION AND EVALUATION**

**APPENDIX "A" - JOB DESCRIPTIONS**

Any changes to the duties and responsibilities of the positions herein, or the establishment of any new positions that may occur during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the grievance procedure as defined in Article 17 of this Agreement.

**Office Assistant**

**Nature and Scope of Work:**

Provides advanced technical, clerical, and administrative support work with a wide range of duties and responsibilities. Exercises considerable independence and discretion in the performance of assigned duties and in terms of the effective provision of services. Primary assistant for the CUPE 454 Union President, Treasurer, Secretary, and Executive Job Steward.

E&OE

Signed off this 17th, day of December 2025

For the Union

For the Employer

## Duties and Responsibilities

- Managing office filing systems
- Ordering and purchasing office and janitorial supplies
- Maintaining photocopier supplies and operation, Replacing toner and components
- Preparing outgoing member communications via email, webpage, and printed material
- Creating content and updating webpage as required
- Administrating the union Long-Term Disability Insurance enrolments
- Managing LTD member database, prepares refunds
- Preparing eligible voter list, prepare ballots, communicating election notices and results to membership for local CUPE 454 elections
- Preparing agendas and taking minutes for the City of Delta's Occupational Health & Safety Committee Meetings
- Preparing payroll and payroll tax calculations for President top-up and Office Assistant
- Assisting Treasurer in issuing vouchers and payments for expenses.
- Assisting Treasurer with per capita preparation.
- Assisting Treasurer with Trustee Audit preparation and reports
- Assisting CUPE 454 members with classification review preparation
- Writing copy and designing layout for local newsletters
- Registering and making travel arrangements for conventions, conferences, and workshops
- Assisting CUPE 454 members with contacting appropriate union representatives and officers as needed

E&OE  
Signed off this 17th day of December 2025

For the Union



For the Employer

