

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**SALAL FOUNDATION**

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

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP (Canadian Office and Professional Employees Union, Local 378)**

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

**PARTY OF THE SECOND PART**

WHEREAS:

- A. The Parties have engaged in collective bargaining to reach an agreement for a first Collective Agreement.

THEREFORE:

1. The Parties agree that the Collective Agreement is from February 1, 2026 to January 31, 2029 with articles 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 Union membership.
3. The Union agrees to recommend this Memorandum of Agreement, without reservation, to their members.
4. The agreed upon proposals for the Collective Agreement contained in this Memorandum of Agreement will be effective from the date of ratification, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 creation of a first 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 sixty (60) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have thirty (30) 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 ninety (90) calendar days of the date of completion of the ratification vote.

**Signed at Burnaby, B.C. this \_\_\_\_\_ day of January, 2026.**

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**FOR THE EMPLOYER**

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**FOR THE UNION**

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## **APPENDIX "A"**



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU		
UP1	Article 1	16 July 2025	3:25 pm
		<i>New</i>	

### ARTICLE 1 - GENERAL AGREEMENT

#### 1.01 Land Acknowledgement

As Parties to the Collective Agreement, we acknowledge that we operate on the unceded lands of the Indigenous peoples and that we integrate land acknowledgments into our official meetings, communications, and events. This initiative aligns with our commitment to equity and reconciliation with Indigenous communities.

#### 1.02 Intent

It is the intent of the parties through this Agreement to:

- (a) establish and maintain harmonious relations and orderly collective bargaining procedures between the Employer and its Employees represented by the Union;
- (b) establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- (c) establish procedures for resolving disputes and grievances arising out of the terms and conditions of this Agreement.

#### 1.03 Protected Working Conditions

- (a) All existing wages, benefits, and working conditions not mentioned in this agreement will remain unchanged unless otherwise agreed to by the union or until a new collective agreement has been ratified. No rights or privileges will be altered or revoked without the Union's consent.
- (b) The Employer agrees to advise the Union in writing of all policies, procedures, and related instructions regarding matters covered by this Agreement.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer

#### **1.04 Change in Agreement**

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.

#### **1.05 No Other Agreement**

The Employer agrees not to enter into any agreement with any bargaining unit member Employee or group of Employees which conflicts with the terms and conditions of this Agreement.

#### **1.06 Cooperation with Union Officers**

The Employer will cooperate with Officers, Councilors, Job Stewards, and Representatives of the Union in carrying out their Union responsibilities.

#### **1.07 Conservation of Paper**

The Union and the Employer Parties agree to minimize the use of paper by relying on the use of email whenever practical. To encourage this practice, the Employer Parties agree to provide necessary privacy in such communications.

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E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union



For the Employer





(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP2	Article 2	16 July 2025	2:20 pm
		<i>New</i>	

### ARTICLE 2 – INTERPRETATION

#### 2.01 Employer

The term Employer shall mean Board or Council or Governing body of the Employer.

#### 2.02 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Government of Canada, as appropriate.

#### 2.03 Headings and Sub-Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

#### 2.04 Definition of Days and Weeks

References to days, weeks, months, or years shall mean calendar days, weeks, months, or years, unless otherwise stated in the context.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 17, 2025	<b>Time:</b>
UP# 3 Employer Counter	Article 3	<i>New</i>	

### **ARTICLE 3 - MANAGEMENT RIGHTS**

#### **3.01 Management Rights**

The Union acknowledges the Employer's right to manage its business in a fair and reasonable manner, subject to the terms of this Agreement and applicable legislation.

#### **3.02 Policy Dispute**

Differences that arise in regard to policies may be subject to the grievance procedure of Article 10.

E&OE

09/17/2025

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

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP4 Employer Counter	Article 4	September 17, 2025 <i>New</i>	

## ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION

### 4.01 Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees save and except:

- a) Persons who perform the functions of a manager; including hiring, discharging or disciplining employees as a part of their job duties.
- b) Persons employed in a confidential capacity, including labour relations, employee relations or human resources duties.

### 4.02 Exclusivity of Bargaining Unit Work

- (a) All work performed by members of the bargaining unit as part of their duties and responsibilities shall continue to be performed only by members of the bargaining unit except in emergency circumstances, when qualified Employees in the bargaining unit are not available, and with pre-approval of the Union.
- (b) An employee shall not be laid off or have a reduction in hours as a direct result of the Employer contracting out work presently performed by the employees.
- (c) Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- (d) If a bargaining unit position is created and filled outside the legislated jurisdiction of the certification, the parties agree to meet and discuss the voluntary inclusion of the position within the bargaining unit, subject to mutual agreement.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025

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For the Union

For the Employer

(e) Where the Employer establishes a new position, and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of this Agreement.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 17, 2025	<b>Time:</b>
UP5 Employer Counter	Article 5	<i>New</i>	

## ARTICLE 5 - UNION REPRESENTATION

### 5.01 Union Representation and Stewards

- (a) The Union agrees to provide the Employer with a list of the Employees designated as Job Steward(s) and to notify the Employer in writing of any changes in the designation.
- (b) The Job Steward(s) shall notify their immediate manager before performing steward duties during working hours.

### 5.02 Right of Representation

- (a) An Employee under investigation or facing potential discipline has the right to Union representation. Before any investigative or disciplinary meeting, the Employee will be informed of the meeting's purpose, and their right to have a Job Steward or Union Representative present for all related discussions.
- (b) Job Stewards shall not have the right to settlement without agreement from the designated Union Representative from the MoveUP office.

### 5.03 Union Bug

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer if this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union and the Union Label shall remain the sole property of the Union.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025

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For the Union

For the Employer

## **5.04 Union Insignia**

A Union member shall have the right to wear a lapel pin and/or articles of clothing with the recognized insignia of the Union.

## **5.05 Union Communication/Bulletin Boards**

The Employer shall permit the Union to use the Employer's communication systems such as an email to communicate with Employees regarding Union business. The Union will make reasonable efforts to minimize any disruption to the workplace.

### **Leave of Absence for Bargaining Committee Members**

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, the Union's bargaining committee members.
- (b) The Union will submit a written request for a leave of absence for bargaining committee members to attend to all activities related to collective bargaining. The Employer shall pay wages for bargaining committee members during all committee activities and negotiations, whether in person or virtually. Subsequently, the Union agrees to reimburse the Employer for the full amount of wages and pension.

(note, pension is subject to negotiations for this agreement).

- (c) The Union shall provide the Employer with the names of Employees on the bargaining committee.

## **5.06 Leave of Absence - Job Stewards Pay**

Job Stewards can carry out their duties without loss of pay during regular business hours and it shall be considered as time worked, provided that the time spent is minimal under the circumstances and does not interfere with the employer's operations. Time spent by Job Stewards beyond their regular hours will not be paid for by the Employer Leave of Absence for Union Business

Except as outlined in Article 5.06 above, when an Employee is continuously involved in Union-related activities for a duration exceeding one (1) day, the Employer shall maintain the Employee's regular pay, with subsequent reimbursement by the Union for the wages incurred including Employer paid benefit premiums and retirement savings contributions by submitting in writing a statement of such costs to the Union.

## **5.07 Leave of Absence for Union Representative Trainee Program**

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025 20\_\_\_\_\_

For the Union



For the Employer



a) Leave of absence may be requested by the Union for an Employee to attend the Union's Union Representative Trainee Program.

b) Seniority will accrue with the Employer during such leave.

#### **5.10 Leave of Absence for Political Activity**

If an Employee is nominated as a candidate for election, the Employee shall upon request be granted leave without pay to engage in the election campaign. If elected, the Employee shall be granted leave of absence. If not elected, the Employee shall be allowed to return to their former position.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 17, 2025	<b>Time:</b>
UP6 Employer Counter	Article 6	<i>New</i>	

## ARTICLE 6 - UNION MEMBERSHIP AND DUES

### 6.01 Union Membership

- (a) All Employees covered by this Agreement shall become Union members within seven (7) calendar days from the effective date of this Agreement.
- (b) All new Employees hired after the effective date of this Agreement shall, as a condition of employment, become and remain Union members within seven (7) calendar days of their start date.
- (c) The Employer shall advise the Union of all newly hired Employees within fifteen (15) calendar days of the date of their employment.

### 6.02 Union Dues Authorization

All Employees covered by this certification shall pay Union dues as determined by the Union as a condition of employment and sign a Union card and/or authorization form.

### 6.03 Union Dues and Assessments Deduction

- (a) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union shall advise the Employer in writing of the amount to be deducted. The amount shall remain the same until the Union provides written notice of a change. Any changes will be communicated to the Employer with a minimum of twenty (20) calendar days before they take effect.
- (b) The Employer shall, as a condition of employment, deduct earnings from each Employee in the bargaining unit in the amount of regular monthly dues or other deductions including initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union and in accordance with the Union constitution and/or bylaws.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025

For the Union

For the Employer

(c) The Employer shall deduct the earnings of an Employee who is a member of the Union and is in a temporary excluded position the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the Employee to the Union.

#### **6.04 Remittance of Deductions**

Union dues shall be deducted from the first pay during each calendar month, the appropriate amount of which shall be as certified by the Union. The Employer shall remit the sum deducted to the Union before the 25th day of the month, along with the names for whom the dues were deducted. At the time dues are first deducted, addresses, date of hire, and social insurance numbers for Employees will also be provided

#### **6.05 Record of Union Deductions (T4 Slips)**

The Employer shall supply each Employee, without charge, T4 slips indicating the amount deducted for Union dues per annum.

#### **6.06 Information for New Employees**

(a) The Employee's manager shall inform new Employees that a Collective Agreement is in effect and advise them of the MoveUP website, their job steward, Union Representative, as well as Union membership and dues.

(b) The Employer agrees that a job steward will meet with new Employees, without loss of pay, for thirty (30) minutes during regular working hours within the first thirty (30) calendar days of employment to explain the benefits and responsibilities of Union membership and the obligations to both the Employer and the Union.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 09/17/2025

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP7	Article 7	<i>New – Creation of the New Respectful Workplace MOU and Employer Policy</i>	

### **ARTICLE 7 – RESPECTFUL WORKPLACE**

The Employer and Union are committed to providing a respectful workplace that is free from bullying, harassment, discrimination and violence.

Employees who believe they are being bullied, harassed or discriminated against have the right to raise a complaint with the Employer without fear of reprisal. Such complaints shall also be brought to the attention of the Union Representative at MoveUP and will be addressed promptly in accordance with the organization's policies and applicable legislations.

#### **MOU #XX - RESPECTFUL WORKPLACE POLICY**

The Employer agrees to update its Respectful Workplace Policy, in collaboration with the Union, within a period of six (6) months from the date of ratification. The policy will include:

- Respectful Workplace Definitions
- A Procedure for investigating complaint
- The right for union members to have a union representative present during investigative meetings.

Once the policy is agreed to by both parties, the policy will be deemed to be incorporated into the Collective Agreement as an MOU. With agreement of the parties this MOU shall be amended at any time.

Any disputes arising from this Memorandum of Understanding (MOU) may be referred by either Party to the dispute resolution process set out in Article 10.

Nothing in this memorandum or policy will limit the employer's ability to meet any legal obligations.

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E&OE  
Signed off this 25th day of September 2025

For the Union

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#8	Article 8	<i>New</i>	

### **ARTICLE 8 - EMPLOYEE DEFINITION**

#### **8.01 Full-Time Regular Employees**

(a) Full-time regular Employees are Employees hired for an indefinite period at thirty-five (35) hours per week. Full-time regular Employees shall be covered by all the terms and conditions of this agreement. Full-time regular employees shall be entitled to full coverage under the Benefits Plan.

#### **8.02 Part-Time Regular Employee**

(a) Part-time regular employees are employees hired for an indefinite period but work less than full-time hours as prescribed above. Unless otherwise agreed with the Union, regular part-time employees will work according to an assigned regular schedule but will not work more than twenty-eight (28) hours per week and no less than seven (7) hours in a week. In addition, and by mutual agreement of the parties, a part-time regular employee may work beyond twenty-eight (28) hours in a week.

(b) The Employer shall not hire or use part-time Employees to avoid the continuous creation or filling of positions for or by full-time regular Employees.

(c) If a Part-time Employee is not eligible for the coverage under the Benefits Plan as set out by the terms and conditions of the insurer, they shall be compensated at 2.5% of gross earnings in lieu of the Benefits Plan. It is understood that benefits may be pro-rated based on a part-time employee's standard hours of work.



(Canadian Office and Professional Employees Union, Local 378)

## **Salal Foundation 2025 Union Proposals (UP Item)**

### **8.03 Temporary Employee**

- (a) Temporary Employees shall only be hired for a fixed term for short term project or to replace a regular Employee on vacation, sick leave or other approved leave of absence and shall not exceed one (1) year, except to cover parental leave, or other leave mutually agreed between the Union and the Employer. Temporary Employees shall be eligible for benefits subject to Articles 8.01 and 8.02 above.
- (b) If a temporary employee is hired to replace a regular employee on leave and that employee does not return to their position, the position shall be considered vacant and posted in accordance with Article 13. The temporary Employee may apply for the posted position.
- (c) Temporary Employees will not be considered as internal applicants on job postings until after one hundred and twenty (120) continuous days.
- (d) The Employer shall confirm a minimum of two (2) weeks prior to the expiration of the contract whether they are seeking to extend the contract or whether the contract will terminate on its expiry.
- (e) Temporary Employees shall be covered by the Collective Agreement except as otherwise excluded. For greater clarity, temporary Employees are not permanent Employees.
- (f) The Employer will forward to the Union the name, position and start date of all temporary Employees within fifteen (15) calendar days of their commencement.
- (g) The Union is entitled to dues for temporary Employees from the date their employment commences.
- (h) In the case that a temporary Employee is hired directly into either a full-time or part-time position without a break in employment, the time spent working on contract will be considered continuous service for calculating sick days and vacation days and for eligibility of benefits.
- (i) At the end of the fixed term of a temporary Employee, the contract shall be terminated, and the Employee shall be released, and such release shall not form the basis of a grievance and shall not be deemed a layoff, and the Employee shall not have the right to displace another Employee.



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

### 8.04 Probationary Period

- (a) All newly hired Employees shall be considered probationary Employees upon start of employment. The purpose of the probationary period is to allow the Employer to assess whether newly hired Employees are suitable for continued employment.
- (b) There shall be no responsibility on the part of the Employer respecting employment of probationary Employees should they be laid off for lack of work.
- (c) During the probationary period, the newly hired employee(s) shall receive written feedback from management, identifying deficiencies and the manager will work with the employee to identify gaps in skills and/or performance.
- (d) All full-time regular Employees shall serve a probationary period of one hundred and twenty (120) calendar days worked from the date of hire.
- (e) All part-time Employees and temporary Employees shall serve a probationary one hundred and eighty (180) calendar days from date of hire.
- (f) Probationary periods as described above may be extended by mutual agreement of the parties.

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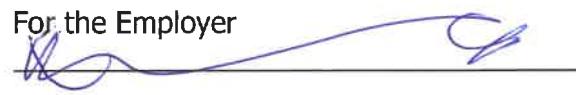
E&OE

Signed off this SEVENTEENTH day of DECEMBER 2025

For the Union

  
M. Novak

For the Employer





## Salal Foundation 2025

### Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#9	Article 9	November 7, 2025	<i>New</i>

## ARTICLE 9 – SENIORITY

### 9.01 Definition of Seniority

- a) Seniority shall be defined as the length of an Employee's continuous service with the Employer and as a Union member within the bargaining unit, for all continuous service prior to certification of the bargaining unit.
- b) All employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union.

### 9.02 General Seniority Treatment

#### a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken in accordance with this agreement. In which event such calculation shall be from the date the Employee returns to work following the last break in their seniority.

#### b) Determining Seniority for Employees Hired on Same Day

When two (2) or more Employees start on the same day, their seniority will be decided by a coin toss or other random selection method agreed upon by the Employer and Union.

#### c) Seniority Accrual When Absent from Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any employee who is on an approved leave, including but not limited to illness, injury, disability or workers compensation for the duration of such absence provided the Employee continues paying Union dues, fees, assessment and/or levies direct to the Union. The Union will notify the employer of any adjustments required to the employee's seniority.

E&OE

Signed off this 7th day of November 2025

For the Union

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

## **Salal Foundation 2025**

### **Union Proposals (UP Item)**

#### **9.03 Calculation of Seniority**

- a) Full-time regular Employees shall accrue seniority under this Agreement in accordance with Article 9.02.
- b) Part-time regular Employees shall accrue seniority based on time worked and in accordance with Article 9.02.

#### **9.04 Seniority Treatments – Service Outside the Bargaining Unit**

Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.

##### a) Further Inclusion of the Bargaining Unit

- i) If the parties or the BC Labour Relations Board (or its successor) decide that a person and their job should now be included in the bargaining unit (after previously being excluded), that person may choose to receive seniority credit for some or all the time they were excluded. This can only happen if the Union approves it, and the person must make the request in writing to the Union within 30 calendar days of joining the bargaining unit.
- ii) Seniority achieved under this Article shall not be used to secure any promotion during the first twelve (12) months from the date of entry into the bargaining unit; or to exercise any bumping rights under Article 18.10.

#### **9.05 Seniority Accrual Outside the Bargaining Unit**

An Employee who accepts a short-term position with the Employer outside of the bargaining unit for the purpose of coverage shall accrue seniority for a period not to exceed twelve (12) consecutive months from the date of commencement of such work, except for temporary assignments to cover leaves as set out in Article 25 Leave of Absence. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement

#### **9.06 Application of Seniority**

- a) job security shall increase in proportion to length of seniority as herein defined.
- b) access to job and training opportunities shall increase in proportion to length of seniority.
- c) Employees with more seniority shall have priority when choosing vacation, days off, overtime and leaves of absence under this agreement.

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E&OE

Signed off this \_\_\_\_\_ 7th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_ 2025

For the Union

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

## **Salal Foundation 2025**

### **Union Proposals (UP Item)**

#### **9.07 Loss of Seniority**

- a) An Employee shall lose their seniority only in the event:
  - i) employment is terminated and not reinstated through the grievance procedure
  - ii) fails to maintain Union dues in good standing

#### **9.08 Seniority List**

The Employer shall maintain a current seniority list including, but not limited to, the name, employment status, job title, work location.

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E&OE  
Signed off this 7th day of November 2025

For the Union

For the Employer



## **Salal Foundation 2025 Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#10	Article 10	November 7, 2025	
<i>New</i>			

## **ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **10.01 Grievance Defined**

"Grievance" means any difference, or any dispute, between the Parties to this Agreement concerning the application, interpretation, operation, or any alleged violation of this Agreement; including any questions as to whether the matter is arbitrable. All grievances will be resolved without stopping work by one of the following procedures.

### **10.02 Policy Grievance – Time Limits**

- (a) Either party may lodge a grievance in writing with the other party with respect to any difference between the parties concerning the interpretation, application or administration of this agreement, and such policy grievance shall commence at Stage II of the Grievance Procedure within thirty (30) calendar days following the circumstances giving rise to the grievance or from when the circumstances giving rise to the grievance ought to have been reasonably known to the grieving party.
- (b) If a grievance is not resolved, the grievance may be submitted to arbitration as set out in this article.

### **10.03 Individual or Group Grievance – Time Limits**

The Union and/or employee shall submit a grievance in writing to the employer within ten (10) calendar days. The time limits shall commence when the grievor could reasonably have become aware of the circumstances which are subject of the grievance and the availability of a Job Steward or Union Representative.

### **10.04 Time Limit Extension**

The time limits referred to in this article may be changed at any time by mutual agreement between the Union and Employer.

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E&OE  
Signed off this 7th day of November 2025

For the Union

For the Employer

## **10.05 Grievance Procedure**

The parties to this Agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the grievance procedure to resolve the grievance. Grievances must state the articles of this Agreement it is alleged have been violated; and provide sufficient particulars so that the party receiving the grievance may understand the grievance and adequately investigate same. The parties agree to provide each other, in a timely manner, with all the relevant facts relating to the grievance.

### **(a) Informal Grievance Step**

- i) If a potential grievance arises, the employee should first try to resolve it informally with their immediate supervisor. However, such employee will be entitled to be accompanied by a Job Steward or Union Representative.
- ii) If unresolved to the satisfaction of the employee or the Union, a formal grievance can be filed under Stage I. A grievance shall be submitted to the Employer, by the Job Steward on behalf of the employee, to the Employer in writing, with a copy to the Union,

### **(b) Stage I**

- i) The immediate manager or their designate will meet with the Steward and/or Union Representative within ten (10) calendar days of receiving the written grievance.
- ii) Within ten (10) calendar days after completing Stage I, the employer will provide the Union with a written response, indicating their decision to proceed to Stage II.

### **(c) Stage II**

- i) The Director of Human Resources and/or the Executive Director will meet with their Union Representative and/or their designate within ten (10) calendar days of receiving the written request to proceed to Stage II.
- ii) Within ten (10) calendar days after completing Stage II, the employer will provide the Union with a written response.

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E&OE

Signed off this 7th day of November 2025

For the Union



For the Employer



## **10.06 Arbitration**

- (a) Failing to settle under all the above Stages, the matter may be referred within thirty (30) calendar days of the completion of Stage II, to arbitration.
- (b) All grievances submitted to arbitration shall be adjudicated by a single arbitrator.
- (c) Within fourteen (14) calendar days of notice to arbitrate being served under Stage II, the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the appointment of an arbitrator pursuant to the Department of Labour or if in British Columbia, Section 86 of the *BC Labour Relations Code*.
- (d) The decision of the arbitrator shall be final and binding.
- (e) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator.
- (f) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

## **10.07 Expedited Arbitration**

The parties may mutually agree to utilize the expedited arbitration procedures under Section 104 of the *BC Labour Relations Code*.

## **10.08 Attendance of Grievor at Grievance Meetings**

The aggrieved Employee may be present at all steps of the grievance and arbitration procedure if they desire. Grievance meetings will be held at mutually agreeable times and the aggrieved Employee(s), provided they are actively employed and scheduled to work, shall be paid their normal straight time wages while attending grievance meetings with the Employer.

## **10.09 No Deviation from the Grievance Procedure**

After a grievance has been submitted, the Employer will not enter into discussion with the grievor with respect to the grievance without union representation.

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E&OE  
Signed off this 7th day of November 2025

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#11	Article 11	November 14, 2025	<i>New</i>

## ARTICLE 11 – DISCIPLINE AND TERMINATION

### **11.01 Just Cause**

The Employer shall not discipline or terminate an Employee bound by this Agreement except for just and reasonable cause. The burden of proof of just cause shall rest with the Employer.

### **11.02 Union Representation**

An Employee who is subject to discipline or termination shall have a Union Representative present during any related meeting. The Employee shall be informed of this right prior to the meeting.

### **11.03 Written and Verbal Notice**

Beyond a verbal warning, the Employer shall provide an Employee with written notice stating the disciplinary action to be taken and reasons. The Union office will receive a copy of the written notice.

### **11.04 Right to Grieve**

The Union has the right to grieve any Employee discipline or dismissal, through the grievance and arbitration procedures outlined in the Agreement.

### **11.05 Investigation Meeting**

- Before any formal discipline is applied, that will result in an entry on the employees personnel file, the Employer shall investigate the facts and where required will hold an investigative meeting.

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E&OE  
Signed off this 14th day of November 2025

For the Union

For the Employer

(b) In the event that an investigative meeting is required then the Employee shall have Union representation.

#### **11.06 Pay During Discipline Related Meetings**

Employees, including Job Stewards, who are required to attend any proceedings related to discipline will suffer no loss to regular pay.

#### **11.07 No Demotion or Lateral Transfer as Discipline**

The Employer shall not have the right to undertake the demotion or the lateral transfer of any Employee as a disciplinary action or performance measure except with the agreement of the Union.

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E&OE  
Signed off this 14th day of November 2025

For the Union



For the Employer





**Salal Foundation 2025**  
**Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		November 17, 2025	
UP#12	Article 12	<i>New</i>	

**ARTICLE 12 - PERSONNEL FILE, PERFORMANCE ASSESSMENTS AND MONITORING**

**12.01 Employment Offer to New Employees**

All new employees will receive an offer letter setting out the date of hire, job title, salary, work location and employment status in accordance with this Agreement.

**12.02 Personnel Files**

- (a) Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.
- (b) Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.
- (c) No letter of reprimand shall be entered in an employee's file without the employee and the Union's knowledge.
- (d) Letters or documents relating to expectations, complaints, reprimands, performance improvement plans, or discipline that are more than eighteen (18) months old shall not be considered in assessing an employee's record. Upon the employee's request, such documents shall be removed from the personnel file, provided no further infractions of a similar nature have occurred during that period.

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

For the Union

For the Employer

### **12.03 Workload**

- (a) The Parties recognize that the nature of the Employer's business may result in workloads that are higher on occasion.
- (b) Where the Union has reason to believe that workload is excessive, the matter will be referred to management for resolution before a grievance is initiated.

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

For the Union



For the Employer





**Salal Foundation 2025**  
**Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#13	Article 13	November 17, 2025	<i>New</i>

## **ARTICLE 13 - FILLING JOB VACANCIES**

### **13.01 Job Postings**

#### (a) Administration of Job Postings

- i. Unless otherwise stated in this Agreement, when any job in the bargaining unit becomes vacant on a regular or fixed-term basis, and the Employer intends to fill such position, the Employer will post the job internally for five (5) working days. Postings will be made available electronically through the Employer's electronic system.
- ii. The employer may advertise the position externally at the same time as the internal posting. If no internal candidate, who is qualified, applies for the posting during the posting period, the position may be filled externally.
- iii. The Employer shall provide the Union with copies of all current job postings and job descriptions

(b) The job posting shall contain all relevant job information including job title, work location, required knowledge, skills and abilities or equivalent, salary, status (full-time or part-time, etc.). Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting consistent with the minimum five (5) day posting requirement.

(c) Late applications due to sickness, vacation or other authorized leave of absence may be accepted, provided such application is received prior to another person being accepted for the position. In situations where late applications are submitted, the cause for the application being late must be indicated in writing to the hiring manager.

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E&OE

Signed off this 17th day of November 2025

For the Union

For the Employer

(d) Internal Applicants for posted positions who are interviewed will not suffer loss of pay for that purpose and such interviews will be held during the Employer's normal working hours.

### **13.02 Job Selection**

It is understood that the Employer shall endeavor to promote internally qualified and suitable Employees. The Employer shall ensure that in the course of its job selection rights under this Article that no discrimination or favoritism affects any candidate.

a. Criteria

- i. Relative Ability Test – all job selections under this Article shall be based on ability to perform the vacant job and seniority. Where an Employee who has less seniority is selected, such an Employee's ability to perform the vacancy job shall be significantly and demonstrably higher than candidates who have greater seniority.
- ii. Ability shall include consideration of the Employee's performance in the Employee's current job and relative experience based on the job description and shall not be based solely on the interview.
- iii. Where the Employer has established an equivalency for required qualifications, such equivalency shall be applied in a fair and consistent manner

b. When filling a vacancy, the Employer agrees that internal applicants who possess the ability to perform the duties of the position shall be given preference over external applicants

### **13.03 Job Selection Disputes**

Job selection grievances shall be submitted to the Employer at Stage II of the grievance procedure within ten (10) calendar days of the date the Employee received written notification.

### **13.04 Promotion**

(a) Definition of Promotion

A move by an Employee from a job in a lower job group to a job in a higher job group shall be defined as a promotion for all purposes under this Agreement.

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

For the Union



For the Employer



(b) Eligibility for Promotion

All Employees shall be eligible for promotion in accordance with this Agreement.

(c) Promotion Increases

When an Employee is promoted, such promotion will provide a salary increase over their previous classification and rate of pay in accordance with Annual Salary Schedule in this agreement.

**13.05 Demotion**

(a) Definition of Demotion

A move by an Employee from a job in a higher job group to a job in a lower job group with a lower maximum salary shall be defined as a demotion for all purposes under this Agreement.

(b) Demotion Procedures

Demotions will be in accordance with Article 11.07.

(c) Voluntary demotions or transfers shall include consultation with the union.

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

For the Union



For the Employer





## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	Article 14	<i>New</i>	

### **ARTICLE 14 – SALARIES & ALLOWANCES**

#### **14.01 Salary Scale and Allowances**

- (a) Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A". All Employees shall receive general increases on the dates set out in Appendix "A". *Refer to Appendix A*
- (b) The Employer shall pay Employees on a twice-monthly basis for the life of this Agreement, unless otherwise agreed to with the union.
- (c) Hourly rates of pay are determined by dividing the annual salary by fifty-two (52) weeks and then by thirty-five (35) hours.
- (d) The Employer shall provide Employees with pay statements twice monthly.

#### **14.02 Job Descriptions**

- (a) The Employer agrees that it will provide the Union with copies of all job descriptions covering Employees for whom the Union is certified as the bargaining agent.
- (b) The Employer will provide the Union with descriptions of new jobs prior to their implementation, and no job will be bulletined until the Union has received a copy of the draft job description which substantially describes the job.

#### **14.03 Communication/Office Allowance**

Full time employees will receive a monthly Communication/Office Allowance in accordance with Company Policy.



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

### 14.04 Wellness Allowance

- (a) The Employer and the Union acknowledge that physical fitness contributes to enhanced job performance, increased energy levels, and improved attendance among Employees. The employer will provide a monthly Wellness Allowance in accordance with Company Policy.

E&OE

Signed off this SEVENTEENTH day of DECEMBER 20 25

For the Union

M. Novak

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

**Salal Foundation 2025**  
**Union Proposals (UP Item)**

<b>Union</b>		<b>Date:</b>	<b>Time:</b>
<b>Number</b>	<b>Affected Article/MOU</b>		
UP15	Article 15	16 July 2025	2:20 pm
		<i>New</i>	

**ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

**15.01 Occupational Health and Safety**

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improve conditions and provide protection from factors adverse to Employee health and safety.

The Employer will comply with *Workers Compensation Act* for health and safety committees. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Article.

**15.02 Joint Occupational Health and Safety Committee**

If the workforce meets the requirements for a Health and Safety committee, the Union and Employer shall discuss how this will be implemented and in accordance with legislation.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer



**Salal Foundation 2025**  
**Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		November 17, 2025	
UP#16	Article 16	<i>New</i>	

**ARTICLE 16 - TRAINING AND EDUCATION**

**16.01 Training and Education**

- (a) All costs for training and/or education and materials required by the Employer shall be borne by the Employer.
- (b) In accordance with the business needs, the Employer shall provide an Employee with training to support an Employee's career or career advancement within the company.
- (c) Selection of Employees to participate in any training for career enhancement under this Agreement, must be applied in a fair and reasonable manner, taking into consideration of the Employees' seniority and career goals within the company.

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

For the Union

For the Employer



**Salal Foundation 2025**  
**Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union Number	Affected Article/MOU	Date:	Time:
UP17	Article 17	16 July 2025	2:21 pm
		New	

## **ARTICLE 17 - TRAVELING ALLOWANCES AND LIVING EXPENSES**

### **17.01 Travelling Allowances**

The Employer shall cover economy airfare or equivalent travel expenses, including necessary accommodations, for business travel. All travel time and connection wait times are paid at straight time as time worked unless accommodation is provided before departure.

- a) The Employer will cover economy airfare or equivalent travel expenses, including necessary accommodations, for business travels.
- b) All travel time and connection wait times shall be paid at straight time as time worked unless accommodation is provided before departure.

### **17.02 Expense Claims**

Employees traveling on Employer business or working away from their established headquarters will be reimbursed for reasonable receipted expenses.

At the Employee's request, they may opt to receive a daily per diem in lieu of submitting receipts for accommodation and/or meals. The Employer will provide per diems for the following:

- i) \$100 allowance per day. (Accommodation)
- ii) \$100 allowance per day. (Meals)

### **17.03 Permanent Headquarters Defined**

Each Employee's home or place of residence will be designated as their permanent headquarters. An Employee's permanent headquarters shall not be changed due to any work assignment or to avoid payment for any applicable traveling time or related entitlements under this Agreement. The Employee shall be responsible for updating their headquarters with the Employer.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	Article 18	<i>New</i>	

### **ARTICLE 18 - LAYOFF, RECALL AND SEVERANCE**

#### **18.01 Adjustment Plan**

If the Employer's funding projections indicate a lack of funds to maintain current staff levels such as layoff or where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of members of the bargaining unit, the Employer shall notify the Union with a minimum of sixty (60) calendar days' notice before implementing such change.

If requested, the employer will meet with the Union in good faith within seven (7) calendar days of the date of the notice. This review shall identify those employees impacted, explore the enhanced severance and formalize a labour adjustment plan.

#### **18.02 Displacement**

Displacement means the loss of an employee's current position due to:

- i) lack of work, or
- ii) technological change, or
- iii) transfer or other disposal of operations, or
- iv) displacement through being "bumped"
- v) factors beyond the employee's control.

#### **18.03 Layoff**

- (a) Layoff is defined as a temporary period where an employee is without work.
- (b) The principles of seniority under this agreement shall be maintained for the purpose of layoff and displacement.
- (c) For greater clarity, the most junior employees shall be laid off first.

#### **18.04 Contractor Assignments**

The employer shall not contract out any bargaining unit duties that would result in the displacement of a bargaining unit member. See Article 4.02



(Canadian Office and Professional Employees Union, Local 378)

## **Salal Foundation 2025 Union Proposals (UP Item)**

### **18.05 Transfer of Work**

- a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assignees. If the entire operation of the Employer, or any part thereof, is transferred or another company under the control of the Employer, limited or otherwise, is set up to perform any of the functions previously performed by any of the employees covered herein or any of the functions falling within the scope of bargaining unit work, such operation shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.
- b) It is clearly understood that all employees work from home and will not be required to physically move their residence under this Agreement.
- c) All employees eligible to transfer shall do so based on seniority under this Agreement.
- d) The Employer shall provide the Union with a minimum of sixty (60) calendar days written notice when employees may be displaced or laid off under this Article. It is agreed that if the Employer:
  - i) completely closes part of its operations covered by this Agreement, or
  - ii) transfers, in whole or in part, the workload to another location or entity, or
  - iii) implements new procedures through technological change, or
  - iv) implements new procedures that cause an employee's position to become redundant
- e) Regular Employee(s) shall be entitled to transfer, with maintained seniority rights, to where the work is being transferred to, subject to the availability of a job opening and the Employee's qualifications and ability to perform the work. The employee shall not be required to move.
- f) If the Employee declines the opportunity to transfer and accepts a layoff or there are no job openings or the Employer failed to offer a transfer as required, then such Employee shall be terminated, and paid severance pay in accordance with Article 18.15, Severance Pay.
- g) Employees transferring to another organization because of the provisions in this article shall not carry any job bumping rights but will be entitled to exercise their original seniority date for future job openings at the Salal Foundation.



(Canadian Office and Professional Employees Union, Local 378)

## **Salal Foundation 2025 Union Proposals (UP Item)**

h) The affected Employee shall exercise their right to accept the transfer within three (3) working days of notification. Should the employee choose not to transfer or fail to respond, the employee shall be given the opportunity to accept lay-off or severance.

### **18.06 Notice Layoff**

If employees are laid off, the Employer shall provide such employees with written notice of layoff or a combination of notice and pay in lieu of notice in accordance with the following or a portion:

3 months continuous service	1 week/pay
1 year continuous service	2 weeks/pay
3 years continuous service	3 weeks/pay

one additional week per year of service beyond 3 years, to a maximum of eight weeks/pay

### **18.07 Employee Options**

An employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) accept placement in vacancies which the employee is qualified or
- (b) exercise the bumping rights referred to in this Article, or
- (c) accept layoff, retaining the right to recall and to severance in accordance with this Article, or
- (d) accept severance in accordance with Article 18.15.

The Employer shall provide an employee who is subject to displacement or layoff with full particulars and a Bumping Preference List regarding all the options described above which are available to the employee, before the employee makes their selection. Any options which are offered and declined or which if accepted, cannot be exercised in full, shall not affect an eligible employee's right to select one (1) of the remaining options.



(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

### 18.08 Placement in Vacant Positions

#### (a) Within the Bargaining Unit

Employees subject to displacement shall be offered vacant bargaining unit positions for which they are qualified and have seniority. They may accept or decline these placements without penalty or loss of rights. Employees who accept a placement are entitled to training as outlined in Article 16. The Union agrees to waive the job posting requirement under Article 13.01, Job Postings.

#### (b) Outside of the Bargaining Unit

##### i) Reassignment

Employees who are subject to layoffs shall have the right to accept or reject reassignment by the Employer to any position outside of the bargaining unit for which they are qualified under the criteria of article 13.02. Employees thus placed shall be entitled to training.

##### ii) Application of this Agreement

If an employee facing layoff accepts a position outside the bargaining unit, they will retain all rights under this Article as long as they have recall or return to their former position rights. Their seniority will continue to accrue during the recall period, provided they maintain their Union dues.

At the expiry of the recall period or forfeit of recall rights, the employee shall not be entitled to severance if they are placed in a full-time position outside the bargaining unit with the Employer.

### 18.09 Bumping

Bumping means the process by which an eligible employee facing displacement or layoff secures continued employment by replacing (*bumping*) another employee with less seniority. The employee who is replaced is considered to have been "bumped" from their position.

#### (a) Bumping Process

- i) The principle of seniority shall apply to an employee who is subject to displacement and shall have the right to "bump" or displace an employee with less seniority in any position or job in the bargaining unit, providing that the Employee has the ability and qualifications to perform the job within a reasonable orientation period.
- ii) Employees who exercise their bumping rights shall not be required to change their employment status in terms of full-time or part-time.



(Canadian Office and Professional Employees Union, Local 378)

## **Salal Foundation 2025 Union Proposals (UP Item)**

- iii) For the purposes of this Article, an employee shall automatically be deemed to be able to perform the duties of a job where a person has worked in the job, or any substantially similar predecessor or derivative of that job for at least one (1) year within last five (5) years,

### **b) Bumping Preference List**

- i) Bumping Preference List Issued by Employer

In accordance with Article 18.07 Employee Options, the Employer shall give each employee who is subject to displacement a list of bumping options, which includes the job title, job group, and salary for each prospective job.

- ii) Bumping Preference List Returned by Employee

An employee has three (3) working days from receiving a bumping preference list to submit their preferences in priority order to the Employer, highest to lowest.

- iii) Employee Failure to Provide Bumping Preference List

If an employee fails to provide the Employer with their list of bumping preferences within the three (3) business days, they forfeit their right to bump but retain all options under Article 18.07. Extension of timelines shall require mutual agreement between the Employer and the Union.

### **c) Bumping Preference**

The Employer shall grant bumping preferences to displaced employees in order of seniority, from highest to lowest, based on the priority rankings in each employee's bumping preference list as outlined in Article 18.09(b).

### **d) Inability to Bump**

If an employee who is subject to displacement elects to exercise their bumping rights pursuant to Article 18.09 (b), but such employee is unable to secure a job by bumping, such employees shall retain their remaining options under Article 18.07, Employee Options.

### **e) Bumping Rights for Individuals who have been Bumped**

An employee who is bumped, pursuant to this Article shall in turn have the right to bump an incumbent employee in accordance with this Article.



(Canadian Office and Professional Employees Union, Local 378)

## **Salal Foundation 2025 Union Proposals (UP Item)**

### **18.10 Return to Former Position(s)**

#### **(a) Right of Return to Former Position(s) within one year**

An employee with the highest seniority who is displaced or laid off shall have the right, for a period of one (1) year from the date of any such displacement or layoff, to return to any previously held position prior to displacement or layoff, or any derivative of any such job. The Union agrees to waive the requirements to post the position in accordance with Article 13.

#### **(b) Impact of Recall to Other Position(s)**

An employee who is displaced and laid off and who is recalled to work in a position other than any position held prior to any such displacement, shall be offered a reasonable orientation period.

#### **(c) Waiving Right to Return to Former Position(s)**

An eligible employee may at any time waive their right to return to any former position in accordance with Article 18.07, without penalty or prejudice, in which event the Employee shall maintain their current position or layoff status.

### **18.11 Recall**

#### **(a) Recall Period**

Employees laid off shall have their name placed on a recall list for a period of one (1) year from the date of such an employee's last being laid off and considered for any regular vacancy, in accordance with Article 18.10. The Employer shall provide the Union, in a timely manner, with a copy of the current recall list, and any change(s) thereto, which information shall include, but not be limited to; employee name, employee seniority date, job title, job group and work location and the employee's contact or mailing address for recall purposes.

#### **(b) Notice of Recall**

Notice of recall shall be by seniority and the employee who has been laid off shall receive notice from the Employer by email and phone call. The laid off employee is responsible for providing the Employer with their current mailing address, email and phone number. A copy of each recall notice shall be promptly provided by the Employer to the Union.

#### **(c) Failure to Respond to a Recall Notice**

- i) If a laid off employee receives a recall notice under this Article and does not respond within seven (7) calendar days, their name will be removed from the recall list.



## **Salal Foundation 2025 Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

- ii) Following acceptance of a recall offer, the employee must report to work within seven (7) calendar days. If the employee must provide proper notice to another employer, this period may, at the discretion of the employer, be extended.

### **(d) Limited Right to Decline Recall for Work Period of Less Than Three (3) Consecutive Months**

Employees do not have to accept a recall unless the work is for at least three consecutive months. Declining such a recall results in no penalty, and all rights under this Article and the Agreement are maintained.

### **18.12 Seniority Accrual During Layoff**

Seniority shall accrue for all purposes under this Agreement for any employee who is laid off in accordance with this Agreement for the duration of such layoff.

### **18.13 Benefit Entitlement During Layoff**

Subject to the terms of the benefit provider, all benefit coverage under this Agreement, shall continue for a laid off employee for six (6) full calendar months following the date of their layoff and the Employer shall continue to pay their share of premiums. However, after six (6) months, the laid off employee shall be responsible for reimbursing the Employer monthly for the full cost of any applicable premiums related to the benefit programs for the duration of the recall period.

### **18.14 Impact on Pay Rates**

Employees who secure a position by placement or by bumping or by recall under this Article shall receive the rate of pay for that position per Appendix "A" Wages and all other applicable provisions of this Agreement, save and except as follows:

#### **(a) Salary Treatment When Moving into Lower Paid Position**

An employee who is displaced, bumps, recalled, or accepts a vacant position, classified at a lower rate of pay than the employee's immediate prior position, shall be placed at the salary step that is closest to (but not exceeding) the salary that the employee was previously earning.

#### **(b) Salary Treatment When Returning to Former Position**

An employee returning to a former position after displacement or layoff shall receive the pay they would have earned if not displaced and will continue to receive all scheduled step and general wage increases under this Agreement.



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

### 18.15 Severance Pay

All employees whose employment is terminated in accordance with this agreement, except for just cause, shall be entitled to severance as follows:

- a) After completion of three (3) months of continuous service: one (1) week pay
- b) And for each additional year of continuous service greater than one (1) year: two (2) weeks' pay for each year of service to a maximum of 52 weeks' pay

### 18.16 Severance Pay in the Event of Death

In the event of an employee's death, eligible severance pay shall be paid by the Employer to the employee's designated beneficiary, as defined in the applicable benefits plan (see Article 19, Benefits).

E&OE

Signed off this SEVENTEENTH day of DECEMBER 2025

For the Union

M. Novak

For the Employer



## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	Article 19	<i>New</i>	

### **ARTICLE 19 - BENEFITS**

#### **19.01 Benefits (refer to Article 8)**

- (a) The Employer will provide a Group Insurance Plan, to be included as Appendix "C" to this Collective Agreement. Administration of this Plan, and payments of all premiums shall be the responsibility of the Employer, with the exception of the payment of an amount equal to the premiums for Long-Term Disability Insurance, which is payable by the employees.
- (b) Employee benefits brochures shall be provided by the Employer to all Employees who are eligible for benefits at the time of hire or upon request.
- (c) Eligible Employees will be entitled to receive benefits as outlined in Appendix "C" - Benefits. The Employer agrees to maintain materially the same level of benefits and benefit entitlements throughout the term of this Agreement. Appendix "C" - Benefits of the Agreement will consist of the full and complete package on the benefits provided to the Union.
- (d) Decisions regarding claims are made through the benefits provider and any disputes regarding benefits coverage shall therefore be between the insurer and the employee.

#### **19.02 Benefit Changes**

- (a) Where changes are contemplated to the existing benefits and benefit entitlements by the Employer, the Employer will meet with representatives of the Union to discuss the proposed changes and shall not make changes without the prior agreement of the Union.

#### **19.03 Coverage While on Leave Without Pay**

- (a) Employees who are on leave of absence without pay (excluding any job protection leaves covered by Section 6 of the *Employment Standards Act or applicable legislation*) in excess of the calendar month for which premiums have previously been paid are required to reimburse the Employer for the total premium cost of all benefit plans on a month-to-month basis unless specified otherwise in this agreement.



## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

(b) Employees who commence pregnancy or parental leave, paid sick leave, or unpaid sick leave while on EI sick leave benefits (maximum fifteen (15) weeks), will maintain their coverage as listed in Appendix "C" - Benefits.

### 19.05 Coverage While on Other Leaves

Employees who are off work on Long Term disability (LTD) or receiving Workers' Compensation wage loss benefits, shall continue to receive benefit coverage as listed in Appendix "C" - Benefits for up to one (1) year or for such longer period as the Employer deems appropriate on a case-by-case basis.

### 19.06 Coverage during Labour Dispute

Employees absent because of a labour dispute, including a legal strike or lockout under this Agreement, will continue to have coverage under this Article. The Union will reimburse the Employer for the full premium costs upon receiving an invoice.

E&OE

Signed off this Seventeenth day of Dec 20 25

For the Union  
M. Novak

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP20	Article 20	16 July 2025 New	2:21

### ARTICLE 20 - MEDICAL CERTIFICATES AND SICK LEAVE

#### 20.01 Medical Certificates

- (a) The Employer will not request the Employee to submit a specific medical document (e.g., a doctor's note) in relation to the health-related leave
- (b) Employees must notify their manager as soon as reasonably possible if they are unable to work due to illness or injury.
- (c) The Employer may request the estimated return-to-work date.

#### 20.02 Confidentiality of Medical Information

The Employer, and any Union Representative, who has access to medical information pertaining to any Employee, shall ensure such information is maintained in strict confidence and is not to be used for any non-work-related purpose.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union 

For the Employer 

### **20.03 Leave for Medical Appointments**

The Employer supports employees in attending medical appointments and encourages scheduling them outside of regular working hours or using flexible work time when possible. If that is not feasible, employees may request up to three (3) hours of paid leave per appointment, subject to notification to the manager. Where possible, a combination of flexible work time and paid leave will be considered.

### **20.04 Workers' Compensation Leave**

An Employee shall be granted a leave of absence by the Employer while on Workers' Compensation and such time shall be deemed to be time worked. During such leave of absence, the Employee shall continue to accrue seniority, subject to the provisions of Article 9.

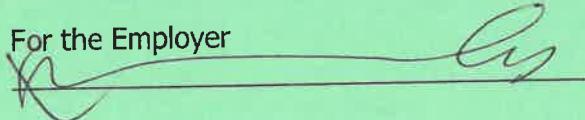
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E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP21	Article 21	16 July 2025	2:23
		<i>New</i>	

### ARTICLE 21 - HOURS OF WORK

#### 21.01 Standard Working Hours and Days

##### (a) Daily and Weekly Hours

- i) The standard day shift shall consist of seven (7) paid hours per day and the standard work week shall consist of thirty-five (35) paid hours, Monday through Friday, inclusive.
- ii) Daily working hours are flexible to support a healthy work-life balance (Flex time work schedule).

##### (b) Time Free from Work between Shifts

The Employer shall ensure that all Employees have a minimum of eight (8) consecutive hours free from work between shifts.

#### 21.02 Rest Periods

Each Employee is entitled to two paid 15-minute breaks (coffee break) during a workday, normally one morning and one afternoon and one unpaid 60-minute lunch period at mid-day. Such breaks shall not be combined.

E&OE

Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer

### **21.03 Days of Rest**

Employees will be entitled to two (2) consecutive days of rest each calendar week. The standard days of rest will be Saturday and Sunday unless otherwise agreed to by the Union.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union



For the Employer





## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	Article 22	<i>New</i>	

### **ARTICLE 22 - OVERTIME**

#### **22.01 Overtime Approval**

Overtime must be pre-approved by the Employees' manager, or their designate, prior to the commencement of the overtime; except in emergency situations where the overtime will be reported to the manager, or their designate, following the shift in which the overtime was performed.

#### **22.02 Overtime Bank and Lieu Time Scheduling**

- (a) Employees may transfer up to 100% of their earned overtime hours into an overtime bank and may be taken as time off in lieu of wages or paid out at a later date, provided the total does not exceed thirty-five (35) hours in any calendar year.
- (b) Banked overtime, more than thirty-five (35) hours may be mutually agreed upon.
- (c) Overtime leave must be taken prior to any leave of absence without pay and it will not take precedence over another Employee's vacation leave.
- (d) Upon termination of employment, the Employee will be paid out for all unused overtime at the prevailing hourly rate.

#### **22.03 Overtime Defined**

- (a) Employees shall work a flex-time schedule with voluntarily variable daily hours in accordance with Article 21 of this Agreement. Overtime shall be compensated at double time (2.0x) the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in a day. For greater clarity, overtime under this Article shall not commence until twelve (12) hours have been worked in a regular workday
- (b) All hours worked in excess of thirty-five (35) hours in a work week shall be compensated at one and one-half times (1.5) the employees' regular rate of pay.



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

(c) When the employee is required by the employer to work on regularly scheduled days off, they shall be paid at double time (2.0x), with the exception of travel time which will be paid in accordance with 17.01 (b). For greater clarity, regular days off include weekends.

### **22.04 Work on Paid Holiday**

Time worked on any paid holiday shall be compensated at the rate of double (2x) time for all hours worked and a day in lieu. Time worked on a paid holiday must be pre-approved by the Employees' manager.

### **22.05 Time Worked on Paid Vacation**

Time worked on any paid vacation will be compensated at the rate of double (2x) time for all hours worked and time in lieu, see Article 23.05, Vacation Pay.

### **22.05 No Pyramiding**

There shall be no pyramiding of premium rates on the same hours worked. If more than one rate could apply, only the highest applicable rate will be paid unless otherwise required by legislation. For clarity, an employee cannot be paid more than once for the same hours of work under different pay rules.

### **22.06 Minimum Paid Periods**

An Employee required to work on their scheduled day off will be compensated for a minimum of two (2) hours at overtime rates from the time the Employee receives the call and accepts the overtime.

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E&OE

Signed off this Seventeenth day of Dec 20 25

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For the Union

  
M. Novak

For the Employer





# Salal Foundation 2025

## Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP	Article 23	<i>New</i>	

### ARTICLE 23 - VACATIONS AND VACATION PAY

#### 23.01 Annual Vacation

- (a) The purpose of annual vacation is to provide staff with a period away from the work environment to rest and relax. Vacation is important to individuals' health and well-being. It is an investment in the well-being and success of the organization as well. As such, staff are expected to utilize their full entitlement each year.
- (b) New Employees shall complete a minimum of three months of continuous service before becoming entitled to take vacation time, unless otherwise agreed to by the employer.
- (c) Where possible, vacation time should not be taken until it has been earned.
- (d) A full-time regular Employee shall first become entitled to a vacation with pay in accordance with the table below in the calendar year in which the Employee attains the required number of years of service. Part-time regular employees will be entitled to the amounts below, pro-rated based on their hours of work:

Years of Service	Entitlement	Percentage of Total Wages
0-5 years	20 days	8%
5-8 years	22 days	9%
8-10 years	25 days	10%
11-15 years	30 days	12%
16 years and over	35 days	14%

E&OE

Signed off this Seventeenth day of Dec 20 25

For the Union

For the Employer

- (e) Vacation time is calculated based on the calendar year.

## **23.02 Proration of Vacation Entitlement**

- (a) Vacation time shall be reduced on a pro-rated basis for any continuous unpaid absences exceeding one (1) month except LTD shall not accrue any vacation entitlement.
- (b) The amount of vacation time shall be pro-rated during the year of hire or termination based on time worked.
- (c) When an employee's employment ends, they are entitled to pro-rated vacation for vacation days accrued but not taken prior to departure. Similarly, when an employee's employment ends, they shall pay back to the Employer any amount of vacation pay for vacation days taken but not accrued prior to departure.

## **23.03 Vacation Selection**

The Employer values flexibility when planning vacations, however all annual vacations should be scheduled and taken by the end of the current year. Employees may request to re-schedule these vacation days with approval from their manager and subject to operational requirements.

Employees should ensure that vacation scheduling does not interfere with the efficient operation of the Employer.

Employees must submit their vacation selection in writing.

With notice from the Employer, Employees are required to submit their vacation requests in writing between November 15 and December 15 for the following year. Vacation scheduling will be carried out in order of seniority, with consideration given to operational requirements.

## **23.04 Banking Vacations**

A maximum of five (5) days of annual vacation allotment may be carried over into the next year.

## **23.05 Postponement or Call Out from Scheduled Vacation or Statutory Holiday**

- (a) An Employee's period of vacation, once approved, will not be postponed by the Employer.

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E&OE

Signed off this 17 day of Dec 2025

For the Union

M. Newark

For the Employer

BS BB

(b) If an Employee is called out to work during their scheduled vacation or statutory holiday and agrees to return, they will be compensated in accordance with Article 22. The employee shall also receive time in lieu equivalent to any hours worked.

### **23.06 Overlap of Vacation with Leave(s)**

Should the Employee become disabled or ill during their vacation period, upon presentation of a medical certificate satisfactory to the Employer, the Employee shall be permitted to reschedule vacation days and to utilize accumulated Sick Leave or Bereavement Leave days for a period corresponding to the period of disability, bereavement or illness.

### **23.07 Part- Time Regular Vacation**

Part-time regular Employees will accrue vacation entitlement on a prorated basis proportionate to the hours worked during the employment period. Additional unpaid vacation may be granted at the Employer's discretion, and written notice provided to the Union.

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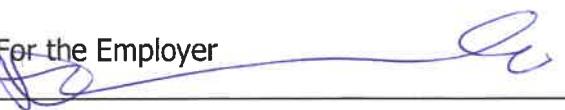
E&OE

Signed off this 17 day of Dec 20 25

For the Union



For the Employer





(Canadian Office and Professional Employees  
Union, Local 378)

**Salal Foundation 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP24	Article 24	16 July 2025	2:23
		<i>New</i>	

**ARTICLE 24 - PAID HOLIDAYS**

**24.01 Paid Holidays**

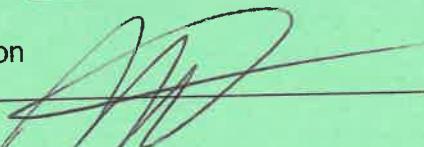
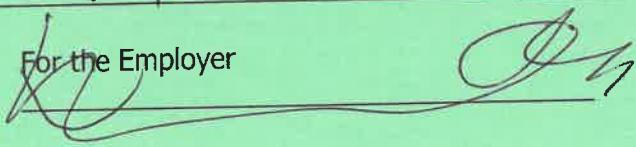
(a) All Employees who have completed thirty (30) calendar days of employment shall be entitled to the following paid holidays

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

(b) Reduced Office Hours

- i) In addition to the above, the Employer will grant one-half (1/2) days leave in the afternoon of both Christmas Eve and New Year's Eve, where such days are normal work days, for all Employees at work on these days without loss of pay.
- ii) In addition to the above, any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be paid holiday for the purposes of this Agreement.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union   
For the Employer 

(c) Workplace Closure Days

- i) If the Employer initiates an office closure day(s) for any reason, Employees shall be paid at the Employee's current salary rate with no expectation of bargaining unit work being performed by any Employee remotely.
- ii) All Employees will be granted three days between Boxing Day and New Year's Day as leave with pay.

(d) Business Expansion and Holiday Provision

Should the Employer expand its operations beyond British Columbia, the parties agree that all statutory holidays recognized in the province where an Employee resides will be observed. For clarity, differences in provincial statutory holidays may include, but are not limited to:

- i) Alberta: Family Day and August Civic Holiday
- ii) Manitoba: Louis Riel Day and August Civic Holiday
- iii) Ontario: Family Day and August Civic Holiday
- iv) Quebec: Day after New Years Day and St. Jean Baptiste Day
- v) Saskatchewan: Family Day and August Civic Holiday
- vi) Yukon Territory: Aboriginal Day and Discover Day

#### **24.02 Holiday Pay**

All Employees shall be paid holiday pay equivalent to a normal day's work at straight- time rates regardless of which day of the week the holiday falls.

#### **24.03 Holidays Falling on a Day of Rest**

When a paid holiday falls on an Employee's rest day, the Employee shall be entitled to a day off work with pay in lieu of the holiday observed. The day off in lieu will be designated by the Employer at least one (1) month in advance.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer

#### **24.04 Work on a Scheduled Holiday**

- (a) An Employee who works on a scheduled paid holiday (or day in lieu thereof) shall be paid double (2x) their base hourly rate for the hours worked on that day, and the Employee shall be given a day off work with pay in lieu of the holiday. Scheduling of the day off work in lieu of the holiday shall be by mutual agreement between the Employee and the Employer.
- (b) A minimum of four (4) hours at double time (2x) the Employee's hourly rate will apply to any work on a paid holiday and a day off with pay.

#### **24.05 Scheduling Work on Paid Holidays**

If the Employer requires work on a paid holiday or day in lieu, the Employer will offer it to qualified Employees who normally do the work, starting with the most senior. Employees are not obligated to accept the offer.

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E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union 

For the Employer 



## Salal Foundation 2025

### Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
Up	Article 25	<i>New</i>	

## **ARTICLE 25 - LEAVE OF ABSENCE**

### **25.01 Maternity Leave**

- (a) Pregnant Employees shall be eligible for up to seventeen (17) weeks maternity leave to be taken in accordance with the *Employment Standards Act*.
- (b) No less than thirty (30) days before the leave begins, the Employee must notify the Employer of the start date and the number of weeks they intend to take.
- (c) An Employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date the pregnant Employee originally wished to commence their leave of absence.
- (d) Should the Employee suffer mental or physical illness as a result of pregnancy they may, on the recommendations of their physician, use sick leave under Article 25.06 until the commencement of their Maternity Leave.
- (e) Where an Employee gives birth, or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the Employee's request and on receipt of a medical certificate stating the Employee has given birth or that the pregnancy was terminated, grant the Employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the Employee requests.
- (f) Where an Employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Employee further leaves of absence from work without pay, for a period specified by a medical practitioner but not exceeding a maximum of six (6) weeks.
- (g) Employees desiring to return to regular employment following maternity leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.
- (h) On return from maternity leave, the Employee will be reinstated in their former position, or a jointly agreeable position, and receive the same wage rate and benefits as they received prior to such leave including any wage increases and improvements to benefits to which the Employee would have been entitled had the leave not been taken.



(Canadian Office and Professional Employees  
Union, Local 378)

## Salal Foundation 2025

### Union Proposals (UP Item)

- (i) The Employer will not terminate an Employee or change a condition of employment of an Employee because of the Employee's pregnancy or maternity leave or any related leave unless the Employee is absent for a period exceeding the permitted leave without approval.
- (j) When an Employee on maternity leave fails to notify the Employer of their desire to return to work or when an Employee fails to return to work after giving notice, the Employee's manager may elect to fill the resulting job vacancy in accordance with the collective agreement.

#### **25.02 Parental Leave**

- (a) An Employee requesting parental leave under this Article shall be entitled to up to the following:
  - i) in the case of a birth parent, up to sixty-two (62) consecutive weeks unpaid leave in addition to their entitlements per Article 25.01 Maternity Leave, or
  - ii) for a parent, other than an adopting parent, who does not take maternity leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the birth, or
  - iii) in the case of an adopting parent, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the date the child or children are placed with the parent.
- (b) If the child has a medical condition requiring an additional period of parental leave, the Employee is entitled to an additional five (5) consecutive weeks unpaid leave, beginning immediately after the leave taken under Article 25.02(a).

The combined maternity leave and parental leave entitlement that any Employee may be entitled to under the above sections shall be seventy-eight (78) weeks, plus any additional leave granted under Articles 25.01 Maternity Leave and Article 25.02 Parental Leave.

An Employee shall request parental leave at least thirty (30) days in advance of the date of commencement of the leave.

At the request of the employer, any requests for this leave must be accompanied by reasonable proof of the birth or adoption.



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Union, Local 378)

## Salal Foundation 2025

### Union Proposals (UP Item)

#### 25.03 Top-Up Benefit (Maternity/Parental Leave)

- (a) A top-up benefit will be paid an employee while they are on Maternity and/or Parental leave provided the employee qualifies for Government Employment Insurance (EI) Maternity or Parental Leave benefits, and they have been actively employed with the Salal Foundation, in a full-time regular position, for a period of no less than six (6) months. Proof of receipt of the EI Maternity or Parental Leave benefit must be provided to the Employer upon request.
- (b) The top-up will be provided for a maximum of 52 weeks, provided that the employee continues to be on leave and in receipt of Employment Insurance Benefits.
- (c) During the initial one-week waiting period, the top-up will be equivalent to one full weeks' net pay. "Weekly net pay" for the purpose of this benefit, means your annual salary is divided by 52 weeks, minus employee statutory deductions.
- (d) Once EI benefits have commenced, beyond the one-week waiting period, the top-up benefit will be equivalent to two hundred seventy-five dollars (\$275) per week, so long as the top-up meets the requirements set out by Service Canada. The two requirements for the top-up benefit are:
  - (i) That the payment added to the employee's weekly EI benefits do not exceed 100% of the gross salary; and
  - (ii) That the payment is not used to reduce other accumulated employment benefits such as banked sick leave, vacation leave credits, or severance pay.
- (e) The top-up benefit will be paid, through the employer's payroll, for the duration of the EI benefit period. Should an employee opt for seventy-eight (78) week maternity and parental leave, the employee has the option of pro-rating the \$275 top-up for 52 weeks over the seventy-eight (78) week period. The employee must notify the employer in writing of this at least two (2) weeks prior to the leave commencement.
- (f) If the employee resigns from employment prior to returning to work from leave, they may be required to pay back the top-up benefits.
- (g) If the employee returns following the leave but subsequently resigns within 12 months, they may be required to pay back the top-up on a prorated basis based on the length of time worked following their return, at the discretion of the employer in accordance with legislation.
- (h) Benefits will be maintained in accordance with Article 19.



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## Salal Foundation 2025

### Union Proposals (UP Item)

#### 25.04 Bereavement Leave

Bereavement leave is intended to provide employees with time to grieve, time to make necessary arrangements, attend funeral and /or memorial services, and to manage personal and family matters related to the loss. Leave of absence with pay for up to five (5) working days shall be granted to an Employee in the event of a death in the Employee's immediate family, defined as:

- Partner/spouse of the Employee;
- Child, step-child or foster child of the Employee or of the employee's partner/spouse;
- Parent, step-parent or foster parent of the Employee or of the Employee's partner/spouse;
- Sibling of Parent, step-parent or foster parent of the Employee or of the Employee's partner/spouse;
- Grandparent or step-grandparent of the Employee or of the Employee's partner/spouse;
- Grandchild or step-grandchild of the Employee or of the Employee's partner/spouse;
- Partner/spouse of a child of the Employee;
- Sibling of the Employee;
- Sibling-in-law of the Employee;
- Children of sibling or sibling-in-law of Employee or partner
- Traditional or customary adopted children of Employee or partner
- A relative of the Employee who permanently resides with the Employee and who is dependent upon the Employee for care and assistance.
- 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.

(a) The Employer may approve bereavement leave for one (1) day, with pay, for the death of a close personal friend or other family members not in the immediate family.

(b) The Employer may approve additional bereavement leave without pay for a reasonable length of time upon request, at the Employers discretion.

#### 25.05 Jury Duty and Court Leave

The Employer encourages Employees to fulfil their civic responsibilities. Employees will be paid their base salary, less pay received from the court for those days participating in selection for or serving on a jury or being subpoenaed as a witness or representing the Employer in their official capacity. However, the Employee will be required to show the Employer the summons to participate in selection for or serve on a jury prior to the time they are scheduled to serve. After completion of jury duty, they must furnish the Employer with evidence of having served on a jury for the time claimed. This leave shall be paid to a maximum of 10 days.



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Union, Local 378)

## **Salal Foundation 2025**

### **Union Proposals (UP Item)**

#### **25.06 Paid Sick Leave, STD (Short Term Disability) and LTD (Long Term Disability)**

- (a) The Employer encourages staff members to live and maintain a healthy lifestyle and encourages all staff to use sick leave any time that they are not well enough to work safely or effectively.
- (b) The Employer will provide up to ten (10) paid sick days per calendar year for full-time employees and will accommodate all reasonable requests for paid sick leave when Employees inform the Employer, they are sick.
- (d) In the case of illness of an immediate family member of an Employee, the Employee shall be entitled to use their sick leave entitlement.
- (e) As per Article 20.01, any absence from work due to illness will not require a doctor's note.
- (f) Employees may qualify for STD (Short-Term Disability) benefits, in accordance with the terms and conditions of the insurer's policy, after a period of up to a maximum of seven (7) calendar days. Benefits will be provided to eligible Employees as outlined in the Benefits Plan in Appendix C.
- (g) Employees may qualify for LTD (Long-Term Disability) benefits, in accordance with the terms and conditions of the insurer's policy, after a period of one-hundred and twelve (112) calendar days. Benefits will be provided to eligible Employees as outlined in the Benefits Plan in Appendix C.

#### **25.07 Family Responsibility Leave**

- (a) With notice, all Employees are entitled to take up to five (5) days of unpaid family responsibility leave in each calendar year in accordance with Employment Standards Legislation.
- (b) The Employee shall be permitted to take this leave in half day or full day increments.

#### **25.08 Military Duty**

Employees who participate in activities related to the reserve component of the Canadian Armed Forces shall be granted leave of absence without pay for this purpose.



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Union, Local 378)

## Salal Foundation 2025

### Union Proposals (UP Item)

#### **25.09 Religious Holidays**

Leave of absence without pay for religious holidays may be granted provided the Employee gives appropriate notice to the Employer. The approval of such leave shall not be unreasonably denied by the Employer.

#### **25.10 Compassionate Care Leave**

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

- 1) An Employee who requests leave under this Article is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to an immediate family member (as defined in Article 25.03) if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:
  - (a) The date the certificate is issued, or
  - (b) If the leave began before the date the certificate is issued, the date the leave began.
- 2) The Employee must give the Employer a copy of the certificate as soon as practicable.
- 3) An Employee may begin a leave under this Article no earlier than the first day of the week in which the period under subsection (3) begins.
- 4) A leave under this Article ends on the last day of the week in which the earlier of the following occurs:
  - (a) The family member passes away.
  - (b) The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- 5) A leave taken under this Article must be taken in units of one (1) or more weeks.
- 6) If an Employee takes a leave under this Article and the applicable family member does not pass away within the expected period, the Employee may take a further leave after obtaining a new certificate.
- 7) An Employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other



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## Salal Foundation 2025 Union Proposals (UP Item)

plans of benefit to the Employee under the collective agreement.

- (a) An Employer will continue to make payments to the plans, unless the Employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the Employee would have received if the leave had not been taken.
- (b) An Employer may not terminate an Employee, or change a condition of employment because of a leave, without the Employee's written consent.
- (c) When the leave ends, the Employer must place the Employee in their former position or a comparable one

### **25.11 First Responder Leave**

Employees who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched.

### **25.12 Domestic or Sexual Violence Leave**

The Employer will grant an Employee up to five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by Employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

In addition, the Employer will grant in each calendar year:

- up to ten (10) days of unpaid leave, in units of one or more days or in one continuous period, and
- up to fifteen (15) weeks of additional unpaid leave may be taken as a single continuous period or, with the Employer's consent, in multiple separate periods.

### **25.13 Critical Illness or Injury Leave**

With notice, an Employee will be entitled to unpaid leave to care for a family member whose health has significantly changed due to critical illness or injury. This includes immediate family (as defined in Article 25.04).

An Employee who requests leave under this Article is entitled, up to thirty-six (36) weeks.

The leave must be taken in units of one (1) or more weeks and the



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## Salal Foundation 2025

### Union Proposals (UP Item)

Employees are entitled to take different periods of leave within fifty-two (52) weeks of the first day leave is taken. If the life of the family member remains at risk fifty-two (52) weeks after the first leave began, the Employee may take another leave after obtaining a new medical certificate.

The Employer reserves the right to request a certificate from a medical practitioner or nurse practitioner, and the cost will be borne by the Employer.

This certificate must set out the following:

- (a) length of the leave required.
- (b) that the leave is needed to attend to the family member whose state of health has changed to the extent the family member's life is at risk from the illness or injury; and,
- (c) that the family member's needs can be met by someone who is not a health professional.

#### 25.14 Voting Leave

Any Employee eligible to vote in a Federal, Provincial, Municipal, First Nations, or other Aboriginal election or referendum shall be provided four (4) consecutive clear hours during polling hours to vote and will be paid their regular rate for this time

#### 25.15 Other Leaves of Absence

- (a) Unpaid leave of absence may be granted with Employer approval. Requests should be made in writing at least one week in advance and include the expected return date. Requests will not be unreasonably denied.
- (b) If the leave exceeds one (1) month, the Employee shall reimburse the Employer for the full costs of optional benefits coverage only. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence. The cost of all other benefits shall be borne by the Employer during any leave of absence

E&OE

Signed off this Seventh day of Dec 2025

For the Union

M. Novak

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: 21 Nov 2025</b>	<b>Time: 9:48am P/T</b>
UP#26	Article 26	<i>New - Union WITHDRAW: bring forward for next round of bargaining. The employer has created job descriptions and agrees to discuss creating a job evaluation process during the next round of bargaining.</i>	

### **ARTICLE 26 – JOB EVALUATION**

#### **26.01 Job Evaluation Review**

The Rate of Pay for any position not covered by the schedule set forth in the Appendixes, or any new position which may be established during the life of this Agreement, or any position permanently altered shall be subject to negotiations between the Employer and the Union.

The wages and job description of a position significantly modified in the bargaining unit shall be documented as a Letter of Understanding.

If the parties cannot reach an agreement on an appropriate wage rate, the dispute will be subject to the arbitration procedure

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 11/21/2025 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

**Salal Foundation 2025**  
**Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP27	Article 27	16 July 2025	3:26
		New	

**ARTICLE 27 - SAVINGS PROVISIONS**

**27.01 Government Action Affecting Agreement**

- (a) If any article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:
  - i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
  - ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree.
  - iii) If mutual agreement cannot be reached, the matter may, at the option of either party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.
- (b) Where legislation provides better terms and conditions of employment for any Employee(s) than is provided for in this Agreement, such legislation shall apply and prevail.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer



(Canadian Office and Professional Employees  
Union, Local 378)

**Salal Foundation 2025**  
**Union Proposals (UP Item)**

<b>Union Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP28	Article 28	16 July 2025	3:27
		<i>New</i>	

## **ARTICLE 28 - NO STRIKE OR LOCKOUT**

### **28.01 No Strike or Lockout**

The parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the *BC Labour Relations Code*.

### **28.02 Right to Refuse to Cross Picket Lines**

All Employees covered by this Agreement shall have the right to refuse to cross any picket line arising out of a strike or lockout and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		November 13, 2025	
UP#31	Article 31	<i>New</i>	

### **ARTICLE 31 – GENERATIVE AI, CLOUD SOLUTIONS AND ALGORITHM MANAGEMENT**

#### **31.01 Artificial Intelligence Systems**

- a) For the purposes of this Article, "generative AI, Cloud Solutions and Computing and Algorithm Management" shall refer to any artificial intelligence system capable of generating content, decisions, or outputs that mimic human-like understanding, creativity, or intelligence, including but not limited to:
  - i) automated content creation; or
  - ii) decision-making algorithms; or
  - iii) predictive modeling that directly influences employment conditions or tasks.

#### **31.02 Consultation and Collaboration**

- a) The Employer shall consult with the Union prior to exploring the potential use of any substantive generative AI, cloud computing, or algorithm management technologies in the workplace.
- b) In the event of a technological change that results in the elimination of any bargaining unit position, the Employer agrees to provide sixty (60) days' notice in writing to the union. Upon request of the union, the parties will meet to discuss alternatives.

#### **31.03 Privacy and Data Protection**

- (a) The Employer assures to uphold the highest standards of data privacy and protection, ensuring that any use of technology and collection or disclosure of data in the workplace complies with all relevant laws, regulations, and ethical guidelines, particularly in relation to the personal and professional data of Employees.

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E&OE  
Signed off this 13th day of November 2025

For the Union

For the Employer

(b) The Employer will not utilize any of the following forms of surveillance tools to monitor employees:

- i) Keystroke logging, or similar tools that capture all text input;
- ii) Screen recording or screenshot tools that capture continuous or intermittent images of an employee's screen outside of scheduled video calls;
- iii) Always-on video or audio monitoring, including use of webcams or microphones to surveil employees outside of scheduled video calls;
- iv) Biometric monitoring, including facial recognition, eye tracking, fingerprint tracking, or body-movement tracking;
- v) GPS / location tracking of employees, unless directly required for the performance of specific job duties that are location-dependent;
- vi) Monitoring of personal devices not owned or leased by the employer, even if those devices are used for work-related activities;
- vii) Third-party data aggregation in the form of the employer (or an external agent working on behalf of the employer) purchasing or using external data about employees for the purpose of workplace surveillance.

(c) With prior written notification to the Union, the Employer may implement tools for remotely monitoring employees only when they are:

- i) Limited to work-related systems;
- ii) Proportionate to the need for measuring performance or safeguarding organizational assets;
- iii) Time-limited, such that monitoring occurs only during scheduled work hours;

(d) Employees must have access to review any remote monitoring policy as well as the data collected about themselves;

(e) Employees must be informed of any monitoring practices prior to implementation. The communication must include:

- i) the methods of monitoring that will be used,
- ii) the type of data that will be collected,

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E&OE  
Signed off this 13th day of November 2025

For the Union



For the Employer



- iii) instructions for how employees can review the data that is collected about themselves

(f) Any technologies so introduced will only operate within the scope of this Agreement and any privacy specific legislation or regulation in place.

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E&OE  
Signed off this 13th day of November 2025

For the Union



For the Employer





(Canadian Office and Professional Employees  
Union, Local 378)

# Salal Foundation 2025

## Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP32	Article 32	16 July 2025	3:27
		<i>New</i>	

### ARTICLE 32 – DUTY TO ACCOMMODATE

#### 32.01 Accommodation

The Parties agree that the duty to accommodate can arise at any point in the employment relationship, and it is intended to provide and ensure equitable access to employment opportunities and fair treatment in the workplace. Accommodation refers to modifying employment requirements, rules or policies that could be considered discriminatory because they have a negative effect on an individual or protected group under the *Human Rights Code* (the “Code”).

The parties recognize that the duty to accommodate is a tripartite process that involves the Employer, the Union and the Employee, who will work together to attain the objective set out in the Code, and as such, the parties understand the following:

- (a) The Employer shall respect the right to privacy of the worker seeking an accommodation. For greater clarity, the Employer is not entitled to the Employee’s diagnosis, clinical history or any other medical data outside of the scope of the Employee’s accommodation request.
- (b) clear and timely decisions are required to:
  - i) avoid unnecessary delay and uncertainty; and,
  - ii) allow the Parties to pursue dispute resolution steps.
- (c) An Employee seeking accommodation will submit their request in writing to the Employer:
  - i) the nature of the accommodation
  - ii) sufficient information or documentation that is reasonably necessary to substantiate the accommodation request.

E&OE  
Signed off this 16<sup>th</sup> day of July 2025

For the Union

For the Employer

- (d) The Employer, upon receipt of the request, will provide it to the Union Representative and the parties will arrange to engage in the duty to accommodate process. The Employer, the Union and the Employee shall participate in accommodation related discussion(s).
- (e) Once the accommodation is agreed upon, the parties will formalize the arrangement in a written Accommodation Agreement outlining its terms and conditions
- (f) If an agreement cannot be reached, the Employee will have the ability to address this matter through the grievance procedure.

E&OE  
Signed off this 16<sup>th</sup> day of July 20 25

For the Union



For the Employer





## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	Article 33	<i>New</i>	

### **ARTICLE 33 – SCOPE AND DURATION OF AGREEMENT**

#### **33.01**

This Agreement shall be binding and remain in full force for the period from and including February 1st, 2026 to and including January 31st, 2029

#### **33.02**

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

#### **33.03**

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised Agreement.

#### **33.04**

The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

E&OE

Signed off this 17<sup>th</sup> day of Dec 20 25

For the Union

*M. Novak*

For the Employer



## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP	Appendix "A"	New	

### APPENDIX "A" WAGES

ANNUAL SALARY SCHEDULE					
<i>Effective date of Agreement (insert dates)</i>					
GROUP (defined by job description and classification)	STEPS				
	1	2	3	4	5
1. Support	\$55,000	\$57,500	\$60,000	\$62,500	\$64,000
2. Coordinator	\$62,000	\$64,500	\$67,000	\$69,500	\$72,000
3. Strategist/ Lead	\$79,000	\$82,000	\$85,000	\$88,000	\$91,000

Group 1 - Support

Group 2 - Coordinator

Group 3 - Strategist/Lead

E&OE  
Signed off this 17 <sup>th</sup> day of Dec 20 25

For the Union

M. Nault

For the Employer

### **Initial Implementation of Wage Grid:**

The implementation of the wage grid will result in a salary increase for all employees who have completed their probationary periods, effective January 1, 2026. Future increases will be in accordance with the employees anniversary date. For greater clarity, the initial implementation of the wage grid will be an advanced salary increase in 2026. In 2027 and in future years annual increases will be in alignment with anniversary dates.

Any newly hired employees or employees on probation, will receive their 1st increase in accordance with their anniversary date.

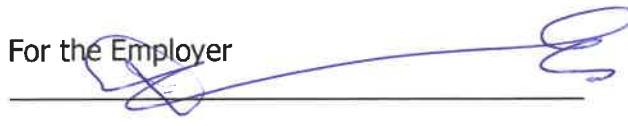
E&OE

Signed off this SEVENTEEN day of DECEMBER 2025

For the Union



For the Employer





## Salal Foundation 2025

### Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	Appendix "B"	<i>New</i>	

#### APPENDIX "B" - Benefit Plan

##### **Summary Employee Life Insurance**

- Flat \$50,000
- Reduction at age 65 to 50%
- Termination of Coverage at age 70 or earlier retirement

##### **Dependant Life Insurance**

- Spouse \$5,000
- Child \$2,500

##### **Employee AD&D**

- Equal to employee life

##### **Short Term Disability Benefits**

- Eligibility for Full-time employees
- Elimination period up to 7 calendar days
- 75% of weekly earnings up to a maximum benefit of \$2,800 per week
- Benefit duration - 16 weeks duration
- Termination of coverage at age 75 or retirement

##### **Long Term Disability Benefits**

- Eligibility for Full-time employees
- Elimination period of 112 calendar
- 66.7% of monthly earnings up to a maximum benefit of \$10,000 per month
- Benefit duration - up until age 65
- Termination of coverage at age 65 or retirement

##### **Extended Health**

- Prescription Drugs: 80%
- Paramedical Practitioners: 90%
- Vision Care: 100%
- Medical Supplies & Services: 80%
- In-Province Hospital: 100%
- Out of Country Emergency Medical: 100%



## Salal Foundation 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

### Paramedical

- \$500 per standard practitioner per year
- \$1,000 for mental health practitioners per year
- Coverage Includes: acupuncturist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist/clinical counsellor/marriage and family therapist/social worker/psychotherapist, speech therapist

### Vision

- Eye Exams: 1 every 24 months
- Vision Care: \$300 every 24 months

### Medical Supplies and Services:

- Hearing Aids: \$700 every 5 years
- Orthopaedic Shoes: \$150 every year
- Private Duty Nursing: \$10,000 per year
- Gender Affirmation: \$15,000 lifetime maximum

### Hospital Care:

- Semi-private room

### Out of Country Emergency Medical:

- Trip duration: 60 days
- Maximum: \$5,000,000 lifetime

### Dental Care:

- Basic Coverage: 90%
- Major Coverage: 50%
- Basic & Major combined annual maximum: \$1,500
- Recall exams every 9 months

### Health Care Spending Account (HCSA)

- \$1,500 per year total per plan

E&OE  
Signed off this 17<sup>th</sup> day of Dec 2025

For the Union

  
M. Novak

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

## Salal Foundation 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP	LOU # 1	November 21, 2025	<i>New - Inclusion of Alberta Employee into the British Columbia Bargaining Unit</i>

### LETTER OF UNDERSTANDING

BETWEEN:

**SALAL FOUNDATION** (the "company")

AND:

**MOVEUP** (the "union")

(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)  
(collectively the "parties")

**Re: Inclusion of Alberta resident in the Salal Foundation, British Columbia Collective Agreement.**

**Whereas:** the Employer has hired Mel Shumaker, a resident of Alberta, as a temporary employee to cover for Kristina Richardson during her approved leave of absence.

**Whereas:** if Mel Shumaker becomes a regular employee, they shall continue to be included in the bargaining unit and be covered by the terms of the British Columbia Collective Agreement

**THEREFORE:**

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

1. The position of Finance & Accounting Coordinator, currently occupied by Mel Shumaker, located in Calgary, Alberta, shall be included in the bargaining unit represented by the Union as per Article 4.02 (d) of the Collective Agreement.
2. The Employee referenced above shall be covered by, and subject to, all terms and conditions of the British Columbia Collective Agreement, as amended from time to time.

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E&OE

Signed off this 21st day of November 2025

For the Union

For the Employer

3. If legislation in the employees' province of work creates an inequity or conflicts with this Agreement, the parties shall meet to discuss a solution.
4. Where an arbitrator appointed under Article 10 does not have jurisdiction to decide a grievance, the parties agree to jointly appoint another arbitrator or third party to resolve the dispute.
5. This LOU shall take immediate effect upon signature and will remain in force for the entire duration of employment.

Signed at Toronto, Ont, B.C. this 17 day of Dec, 2025.

Originally signed by:



Aran Carroll  
Salal Foundation



Mike Novak  
MoveUP

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E&OE

Signed off this 21st day of November 2025

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Salal Foundation 2025  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP	MOU 1	New	

**MOU # 1  
RESPECTFUL WORKPLACE POLICY**

The Employer agrees to update its Respectful Workplace Policy, in collaboration with the Union, within a period of six (6) months from the date of ratification.

The policy will include:

- Respectful Workplace Definitions
- A Procedure for investigating complaint
- The right for union members to have a union representative present during investigative meetings.

Once the policy is agreed to by both parties, the policy will be deemed to be incorporated into the Collective Agreement as an MOU. With agreement of the parties this MOU shall be amended at any time.

Any disputes arising from this Memorandum of Understanding (MOU) may be referred by either Party to the dispute resolution process set out in Article 10.

Nothing In this memorandum or policy will limit the employer's ability to meet any legal obligations.

Signed at TORONTO, B.C. this 17<sup>th</sup> day of DECEMBER, 2025.

Originally signed by:

Mike Novak  
MoveUP

Aran O'Carroll  
Salal Foundation

E&OE

Signed off this SEVENTEEN<sup>th</sup> day of DECEMBER

20<sup>25</sup>

For the Union

M. Novak

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Salal Foundation 2025  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP	MOU 2	<i>New</i>	

**MOU # 2  
PERFORMANCE REVIEW PROGRAM**

The Employer agrees to develop and implement a Performance Review program, within six (6) months of ratification of this agreement. The employer agrees to collaborate with the union on the development of the program to ensure a fair and equitable process. Employees will be provided with copies of any performance reviews conducted and no changes shall be made to performance review without the knowledge of the employee.

Either party may request an extension to this MOU in writing. Upon completion, this MOU shall be deemed incorporated into the collective agreement.

Signed at Toronto, <sup>ONT</sup> B.C. this 17 day of Dec, 2025.

Originally signed by:

  
Mike Novak  
MoveUP

  
Aran O'Carroll  
Salal Foundation

E&OE  
Signed off this 17<sup>th</sup> day of Dec 20 25

For the Union

  
M. Novak

For the Employer

