

MEMORANDUM OF AGREEMENT

BETWEEN:

**The British Columbia Federation of Labour
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND:

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")**

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from May 1, 2012 through April 30, 2015 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from May 1, 2015 to April 30, 2019 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from May 1, 2015 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Revelstoke, B.C. this 27th day of September, 2016



FOR THE EMPLOYER



FOR THE UNION

APPENDIX "A"



**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-1	3.2	<i>Line 3 amend three working days to read five</i>	

Article 3

3.2 When clerical workers are required, Union members in possession of paid-up Union book or card will be hired. Such requests are to be directed through the Union office. COPE 378 will comply with this request within three working days and supply to the Federation names of members who meet prerequisite qualifications. Failure of the Union to supply qualified people within the three working days allows the Federation to hire workers from elsewhere. A request by the Union for an extension will not be unreasonably denied. It is understood that any employee being hired under these circumstances will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. It is further agreed that it shall not be deemed a breach of this Agreement to post notice of available staff representatives' positions with the affiliates of the Federation.

E&OE
Signed off this 12th day of August 2015

For the Union (COPE Local 378)



For the Employer the B C Federation of Labour





**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-2	5.1	<i>Move this wording to Article 1 as 1.2</i>	

Article 5

5.1 1.2 No discrimination

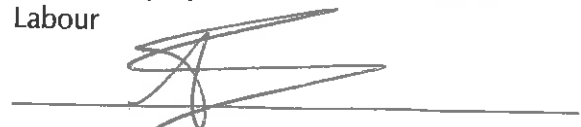
The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees in any matter by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation by reason of his/her membership or activity in the Union.

E&OE
Signed off this 28 day of July 2015

For the Union (COPE Local 378)



For the Employer the B C Federation of Labour



BC Federation of Labour / MoveUp Bargaining 2015/16

May 3rd, 2016

Employer Counter:	U-4	5.4 (a) only
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Article 5


5.4

- (a) Term – A term employee is a person who is hired to replace a Regular employee absent on vacation or other leave. The Federation shall advise the Union of the intended length of the term employment prior to the commencement of the term.

E&OE

Signed off this 3rd day of May 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)



BC Federation of Labour / MoveUp Bargaining 2015/16

June 21, 2016

Employer Counter			
Number	Affected Article/MOU	Date:	Time:
U-7	7.4	Scheduled Day off	

Article 7

7.4 In order of seniority, each employee shall pick a Tuesday, Wednesday, or Thursday, which shall become their regular day off thereafter. Employees with Monday or Friday as the regular day off as of June 1, 2016 may retain that day unless their classification changes. After June 1, 2016 this scheduling of the work week shall be worked out so as to cause minimum interference with the operation of the office, as mutually agreed by the Federation of the Union.

If an RDO opportunity occurs, employees will be offered the opportunity by seniority and the subsequent opportunity will be offered to the new hire.

E&OE

Signed off this 21st day of JUNE 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)



Yes



COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U-8	7.10	<i>Delete section</i>	

Article 7

~~7.10 — It is agreed that in the event the employees work their day off during the Convention week, the Federation shall close the office from December 25th to and including January 1st, or other day or days should be statutory holidays fall on the weekend. Notwithstanding the above, the Federation will notify the employees by September 30th of each year as to the actual days the office will be closed during the Christmas break for that year.~~

E&OE
Signed off this 28 day of July 2015

For the Union (COPE Local 378)

For the Employer the B C Federation of Labour



COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015
 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U-9	7.12	<i>Delete all after the first sentence</i>	

Article 7

7.12

It is agreed that the Federation will not require employees to work on their normal working days occurring from December 25 to January 1 of each year. ~~These days are in lieu of earned convention week and conference overtime, statutory holiday time accumulated where Christmas, Boxing Day and New Years Day occur on an employee's scheduled days off, and additional paid time provided by the employer.~~

In addition, where possible, the regular scheduled day off for all employees will be the last work day of the week preceeding Christmas. Post New Years, the regular scheduled day off for all employees will be the first work day of the week.

E&OE

Signed off this 21st day of June 2016

For the Union (COPE Local 378)

For the Employer the B C Federation of Labour

BC Federation of Labour / MoveUp Bargaining 2015/16

June 21, 2016

Employer Counter			
Number	Affected Article/MOU	Date:	Time:
U-9	7.1 c) new	Hours of Work	

7.1 c) During the BCFED convention, the work week will be 5 days at 6.5 hour per day as required. The shifts may start as early as 7:00am and end as late as 6:30pm.

7.1 c) amended to 7.1 d)

EG

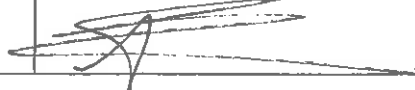
E&OE

Signed off this 21 day of June 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)



BC Federation of Labour / MoveUp Bargaining 2015/16

May 3rd, 2016

Employer Counter:	U-13(a)	10.1(a)
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Article 10

10.1(a) An employee may apply for, and where reasonably practicable receive without pay, up to ~~twelve (12)~~ fifteen (15) months leave of absence for reasons other than sick days.

Permission for such leave must be applied for and authorized in a written memorandum, and include any terms and conditions not specified in this agreement.

E&OE
Signed off this 3rd day of May 2016

For the Union (MoveUP)

For the Employer (BC Federation of Labour)



Employer Proposal – MoveUP
Revised June 8, 2016

U-13

Article 10.3 – Pregnancy and Parental Leave

10.3 (a) Upon written application, an employee who is a birth mother, birth father or adopting parent shall be granted pregnancy and parental leave in accordance with the provisions and requirements of the Employment Standards Act as in effect May 1, 2003. During such leave(s) seniority will continue to accumulate. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement. Upon the employee's return, she/he will be granted her former position, with no loss of rank or salary. Where health problems develop, the provisions of Article 12.4 shall apply following the expiration of maternity leave.

b) The Federation shall pay an allowance to an employee who is a birth mother and is granted pregnancy and parental leave(s) under Article 10.3 for fifty-two (52) weeks of leave.

In order to be eligible for the allowance, an employee must be eligible and apply for Employment Insurance Benefits and provide the Federation with a copy of the EI entitlement to calculate the entitlement start dates and amounts. The employee will also provide the leave dates including start of leave, waiting period and return dates. Once this information is provided, the entitlement of 100% of the 2 week period will be paid out and 93% of wages up to the current pay period. The 93% allowance will then be paid every pay period of the leave.

c) Return to Work Requirements

An employee who returns to work after the expiration of pregnancy or parental leave(s) will be required to reimburse the Federation for the allowance if they are unable to return to work for a period of no less than 3 months.

d) An employee shall be deemed to have resigned if they do not provide written notice of return 1 month before the expiration of all pregnancy and maternity leaves.

Signed off this 10th day of June, 2016

On behalf of the Union MoveUP
Barry Hodson, Staff Rep

On behalf of the BC Federation of Labour
Aaron Ekman, Secretary Treasurer

U-15

Employer Counter: July 29, 2015

11.2 The Federation shall pay tuition pertaining to mutually, agreed to work-related courses taken on the employees' own time upon completion of the course.

ADD

Where a full-time or part-time employee is required by the Federation to take course(s), the Federation shall bear the costs of the course(s) and the employee shall attend the course on normal work time without loss in pay. If the course is outside normal hours of work, and triggers provisions of Article 7.5, the employee will be compensated for class time only at overtime rates. Upon completion of the course, the employee will submit transcripts to the Federation. Compensation will not be paid for time spent studying or preparing outside of class time.

The Federation agrees not to require employees to take online courses on their own time. Correspondingly, employees will not be entitled to compensation for time spent on online courses outside of regularly scheduled work hours.

Tentatively Agreed on: _____

For the Union: _____

For the Federation: _____



**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-17	12.1 (a),(b)	<i>Amend & add new language & sub-heading</i>	

ARTICLE 12 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Benefits

All Full-time and Part time employees shall be entitled to the benefits coverage under this Article starting the first day of the month following the date of hire.

12.1 Sick Leave

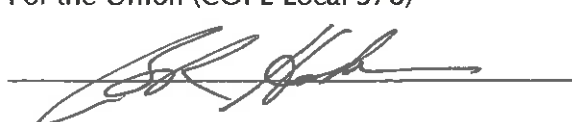
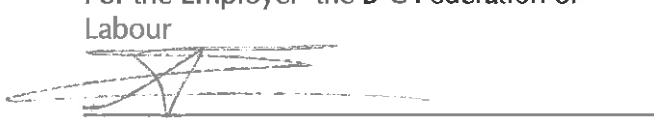
- (a) The Federation will allow ~~one (1)~~ two (2) working day per month sick leave with full pay. Sick leave may be accumulated from month to month and year to year up to a maximum of forty-six (46) actual working days
- (b) An employee on sick leave shall advise the Federation of their expected return to work date after the onset of an illness, and any change to the expected return to work date, as soon as reasonably possible.

If requested by the Federation, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.

NB. Amendment to 2 days will be effective July 1 2016

E&OE
Signed off this 27th day of July 2016

For the Union (COPE Local 378) For the Employer the B C Federation of Labour



Y

COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U-19	12.5	<i>delete the reference to May 1 2013 after lifetime...teeth...and delete all after per year in the last paragraph</i>	

12.5

Dental Plan – Pacific Blue Cross, shall be made available to each employee and his/her dependents, including same sex partners. One hundred percent (100%) of the premium costs for coverage under the Pacific Blue Cross shall be paid by the Federation. This plan to provide coverage as follows:

100% on Plan "A" - Basic (no limit)

80% on Plan "B" - Crowns and Bridges. etc. (no limit)

80% on Plan "C" - orthodontic \$5,000 per person lifetime (effective May 1, 2013).

The plan will include coverage for white fillings for all teeth (effective May 1, 2013).

There shall be no limit on total claims value per year. ~~except that for each person covered there shall be a \$5,000 lifetime limit on orthodontic coverage (effective May 1, 2013).~~

E&OE

Signed off this 28 day of July 2015

For the Union (COPE Local 378)



For the Employer the B C Federation of Labour





**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-20	12.6 (a)-(e)	<i>delete & add new language</i>	

12.6 Extended Health Benefit Plan

- (a) The Federation agrees to provide an Extended Health Benefit Plan with the maximum coverage to be \$1,000,000.00 per lifetime through Pacific Blue Cross with the premium costs to be fully paid by the Federation. Such plan shall provide 100 percent coverage.
- (b) The Federation agrees it will not initiate any reductions or limitations on benefit coverage, and will consult with the Union regarding the choice of carriers where the carrier introduces plan changes not contemplated by the parties.
- (c) Vision Care

The Federation agrees to provide the Eyeglass/Laser Eye Surgery Option for employees and dependents providing \$500.00 coverage every twelve (12) months through Pacific Blue Cross, as well as eye examinations with premium costs fully paid by the Federation.
- (d) The Federation agrees to provide the hearing aid option, within the Extended Health Benefit Plan.
- (e) The Plan will pay the full cost, per employee for oral, patch and injection contraceptives through the Extended Health benefit Plan (~~effective May 1, 2013~~).

E&OE

Signed off this 25th day of July 2015

For the Union (COPE Local 378)

For the Employer the B C Federation of Labour

BC Federation of Labour / MoveUp Bargaining 2015/16

May 3rd, 2016

Employer Counter:	U-23	15.1
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Article 15 – Promotion, Layoff, Recall and Severance Pay

15.1 The Federation shall fill temporary and permanent job vacancies with regular full-time and part-time, temporary and casual employees before hiring other persons, providing such employees are available with the necessary qualifications, ability and experience, to fill vacant positions and in accordance with Article 3.2.

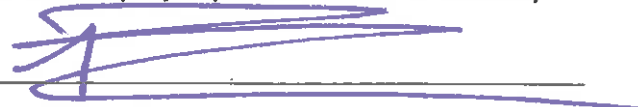
Nothing in this section shall be construed as requiring the Federation to fill temporary or permanent vacancies.

E&OE
Signed off this 3rd day of May 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)





COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2014
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U-24	15.2 (a)	<i>Delete permanent</i>	

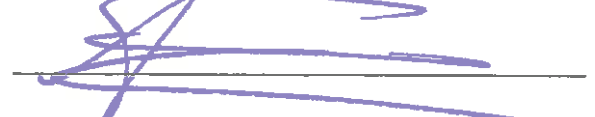
15.2 (a) The Federation shall post all ~~permanent~~ Term and Regular job vacancies internally for five (5) working days, and regular employees who wish to be considered for the position shall notify the Federation.

E&OE
Signed off this 22nd day of August 2015

For the Union (COPE Local 378)



For the Employer the B C Federation of Labour



BC Federation of Labour / MoveUp Bargaining 2015/16

May 3rd, 2016

Employer Counter:	U-25	15.4
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NEW

15.4 New employees hired in accordance with Article 3.2 shall be selected via interview and testing as required. The interview(s) will be done by the Employer's designate. At the Employer's discretion, the Employer may invite a Regular Employee to a participate in hiring functions.

E&OE

Signed off this 3rd day of May 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)





**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2014
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-26	15.10	<i>Amend 1 week to read 2 weeks per year of service</i>	

15.10 Should the Federation lay off any employee, then those employees laid off will be eligible for a severance payment of one (1) week's pay per year of service for each of the first ten (10) years service and two (2) week's pay per year of service thereafter at the employee's regular rate of pay. Employees may elect to receive their severance pay entitlement at any time during the recall period and in any event at the end of the recall period. Employees accepting the severance pay shall do so as final termination of employment with the Federation and will no longer be eligible for any recall rights under the Collective Agreement.

E&OE
Signed off this 17th day of October 2016

For the Union (COPE Local 378)

For the Employer the B C Federation of Labour



COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2014
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U-27	16.3	<i>Delete, at least once every two months, and replace with...in accordance with the WCB Regulations</i>	

16.3 Safety Committee

The Federation shall form a Safety Committee that will include a COPE 378 representative selected by the Union.

The Committee shall meet ~~at least once every 2 months~~ in accordance with the WCB regulations for the purpose of discussing, implementing and monitoring occupational health and safety issues relating to the workplace that affect the Parties or any employee bound by this Agreement, and carry out any responsibilities mandated by the Workers' Compensation Board Occupational Health And Safety Regulation.

E&OE
 Signed off this 29 day of July 2015

For the Union (COPE Local 378)

For the Employer the B C Federation of Labour

BC Federation of Labour / MoveUp Bargaining 2015/16

January 15, 2016

Employer Counter: U-28	16.10 a	
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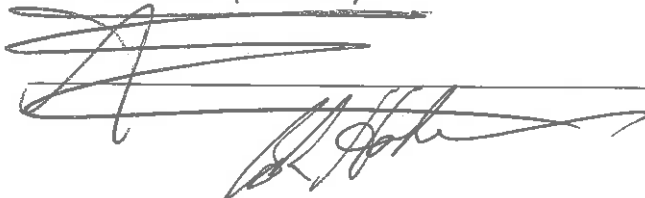
16.10

- a) When an employee is required to work outside the normal workplace ~~because of convention or conference~~, the employee shall be eligible for a ~~fifty dollar (\$50.00) per day expense payment~~ reimbursement of expenses and per diem as authorized and provided under the Federation's financial policy and additional day care or child care expenses resulting from working at ~~the~~ a convention or conference. Prevailing rates for day care shall be allowed. The Federation shall supply a hotel room for designated COPE 378 staff who work outside the normal workplace because of a convention or conference.


E&OE

Signed off this 15 day of January 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)



BC Federation of Labour / MoveUp Bargaining 2015/16

January 15, 2016

Employer Counter: U-28	16.10 (c)	
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Strike existing language and replace with the following

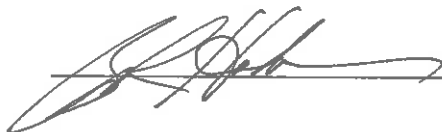
(C)

- 1) The Federation will provide a parking spot to employees who require one.
- 2) The Federation will endeavor to provide a parking spot in the Federation office building. When no such spot is available, the Federation will endeavor to provide a parking spot as close to the Federation office building as possible.
- 3) Should a new parking spot become available in the Federation office building, employees may re-select parking spots according to seniority.
- 4) At the employee's choice, an employee may opt to relinquish their parking spot and will receive from the employer a transit card at the value of \$100.00 per month.
- 5) The employee may exercise this choice in either direction once per year prior to January 31st.

E&OE

Signed off this 15th day of JANUARY 2016

For the Union (MoveUP)



For the Employer (BC Federation of Labour)





4

COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2015 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U-29	16.13 (c)	<i>After personal harassment add as recognized by the Workers Compensation Board</i>	

16.13 Discrimination/Harassment

- (a) The Federation shall not discriminate against an employee on the basis of prohibited grounds as set out in the BC Human Rights Code.
- (b) Discrimination shall include violation of the principle of equal pay for work of equal value.
- (c) The Federation recognizes the right of employees to work in an environment free from personal harassment as recognized by the Workers Compensation Board.

E&OE
Signed off this 28 day of July 2015

For the Union (COPE Local 378)

For the Employer - the B C Federation of Labour



**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2014
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-30	22	<i>Term of agreement to be discussed during collective bargaining</i>	

ARTICLE 22 – DURATION

4 years....May 1, 2015 thru April 30, 2019

E&OE

Signed off this 25th day of July 2015

For the Union (COPE Local 378)



For the Employer the B C Federation of Labour





**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2014
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-31	Appendix A	<i>The Union will propose wage increases during collective bargaining</i> <i>The Union requests the Employer to provide current job titles (if there have been changes) and current up to date job descriptions.</i>	

Wage increases:-

May 1, 2015	1.5%
May 1, 2016	1.5%
May 1, 2017	2.0%
May 1, 2018	2.5%

Should the CPI increase in the 3rd and/or the 4th year at a rate higher than the negotiated increase for the year, the difference shall be applied to the negotiated rate for that year.


E&OE

Signed off this 27th day of July 2016

For the Union (COPE Local 378)



For the Employer the B C Federation of Labour





**COPE LOCAL 378 / B C Federation of Labour PROPOSALS 2014
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U-32	Appendix G. L & K	Delete	

Delete

Appendix G	7/28/15	<i>[Signature]</i>
Appendix L	7/28/15	<i>[Signature]</i>
Appendix K	7/27/16	<i>[Signature]</i>

E&OE

Signed off this 27th _____ day of July 27th 2016

For the Union (COPE Local 378)

[Signature]

For the Employer the B C Federation of Labour

[Signature]

LETTER OF UNDERSTANDING

Re: Employees Considered Regular Employees

BETWEEN: B.C. FEDERATION OF LABOUR

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

Notwithstanding the provisions of Article 5.4 (e), Kristin Nowak is a regular, rather than term, employees.

Dated: February 27, 2013

"Irene Lanzinger"

(Employer)

"Kevin Smyth"

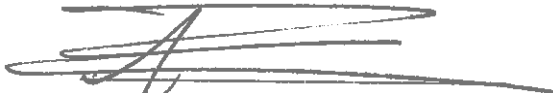
(Union)

"Jim Chorostecki"

(Employer)

"Susan Orr"


(Union)



Employer June 30, 2016

"Ingrid Ericson"

(Union)



Union June 30, 2016

LETTER OF UNDERSTANDING

Re: Employees Considered Regular Employees

BETWEEN: **B.C. FEDERATION OF LABOUR**

AND: **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

Notwithstanding the provisions of Article 5.4 (e), Ning Cheng is a regular, rather than term, employees.


Dated: February 27, 2013

"Irene Lanzinger"
(Employer)


"Kevin Smyth"
(Union)

"Jim Chorostecki "
(Employer)

"Susan Orr"
(Union)


Employer June 30, 2016

"Ingrid Ericson"
(Union)


Union June 30, 2016



Employer Proposal – COPE 378
2015

E Article 16 – General

16.7(c)

~~16.1(c)~~ Consultation committee meetings will not be used as a substitute for grievance meetings to address current grievances

Signed off this 12th day of August, 2015

On behalf of the Union COPE378
Barry Hodson, Staff Rep

On behalf of the BC Federation of Labour
Aaron Eckman, Secretary Treasurer

Name	OT hours	1.5x	top up
M Zuckerman	5.25	7.88	8
S Orr	3.25	4.88	5
S Williams	9.5	14.25	14.25
Dianne	8	12	12
K Smith	6.5	9.75	9.75
K McGrath	11	16.5	16.5
M Peralta	2.75	4.13	4.5
8x8.75=70hrs	46.25	69.39	70