

# MEMORANDUM OF AGREEMENT

BETWEEN:

**Unifor, Local 114**

AND:



MOVEMENT OF UNITED PROFESSIONALS

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

Whereas:




- A. The Parties are bound to a Collective Agreement effective from September 1, 2016 through August 31, 2018 (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 three (3) years from September 1, 2019 through August 31, 2022 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 as Appendix A, will be effective from 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 a renewal 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.

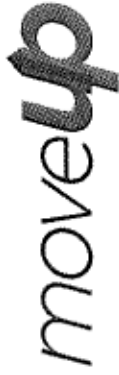
Signed at New Westminster B.C. this 4th day of November, 2019

FOR THE EMPLOYER

FOR THE UNION



(Canadian Office and Professional Employees Union, Local 378)

**[Unifor Local 114]  
PROPOSALS [2019]  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP#1	7.03	Amend	

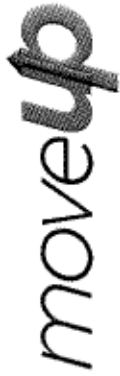
**7.03 Variable Hours of Work**

- a) Employees will maintain normal office hours at the Unifor Local 114 New Westminster location (Victoria Office for the Island Representative) from 8:30pm to 4:30pm, Mondays through Fridays, except for any Union business that will take them to job sites, offices, meetings, and/or any other work-related events.
- b) Staff covered by this Collective Agreement are responsible for determining their work schedules in carrying out their associated responsibilities. In this sense, they are self-directed. Minimum hours of work for full time employees shall be 40 hours per week.
- c) Employees may, on occasion, have to be available outside of the normal hours of work. In lieu of claiming overtime from Monday to Friday, employees shall be permitted to leave work at noon receive the day off, without loss of pay on the day prior to a statutory holiday, wherever possible, excluding Christmas, Boxing Day, New Years Day, and Birthday.

E&OE  
Signed off this 17 day of October 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

[Unifor Local 114] PROPOSALS [2019] Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#7	x.xx	NEW	

**Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

E&OE Signed off this 17 day of October 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**[Unifor Local 114]  
PROPOSALS [2019]  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP#8	TBD	New	

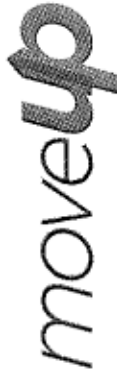
**22.08 Compensating Time Off for Assignment Coverage**

Employees shall be credited with one (1) day off with pay for each week they are assigned to cover another employees' assignment due to absences such as vacation and sick leave.

E&OE  
Signed off this 17 day of October 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

# [Unifor Local 114] PROPOSALS [2019] Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#	x.xx	<b>November 4, 2019</b>	
<i>Proposal on Outstanding Items V2</i>			

## 22.08 Long Term Disability

For non-occupational total disability ~~forty-five~~ sixty-five percent (~~56.5~~ 66.5%) of your monthly salary to a maximum of, four thousand dollars (\$4,000.00). Benefits are paid monthly in arrears after an elimination period of three hundred sixty-five (365) days (the Weekly Indemnity period). Benefits are paid to age sixty-five (65) or retirement whichever comes first (as per attached U.B.T. for Union Representatives document).

## 22.09 Extended Health Benefits (EHB)

This benefit is designed to ensure against the service expenses resulting from illness or injury, which may not be insured under the Basic Provincial Medical or Hospital Plan (Drugs, Nursing Care, Hospital Expenses and Supplies) reimbursed at one hundred percent (100%) after twenty-five dollars (\$25.00) deductible per calendar year. Lifetime maximum is one hundred thousand dollars (\$100,000.00) per person (as per attached U.B.T. for Union Representatives document).

Clinical Psychologist to include Registered Counselor

All other Paramedical services to be increased to \$750 per year per practitioner

## 22.10 Dental Plan

Reimbursement will be made on the following levels, in accordance with the current Dental Association Schedule of Fees for general Practitioners.

Part A: Basic - 100%

Part B: Major Restorative - 70%. Increase amount to \$3000/year

Part C: Orthodontia - 50%

o(As per attached U.B.T. for Unifor Local 114 Representatives document).

E&OE

Signed off this 9<sup>th</sup> day of November 20 19

For the Union

For the Employer

**22.12 Retiree Benefits**

Any Local employee who retires, as defined below, from the Local after reaching 58 years of age with a minimum of fifteen (15) years of service, does not work full time, and who does not already have coverage under benefit plans from their spouse or partner, will have BC Medical and Basic Health Care Benefits (Dental and Prescriptions only) covered for them and their spouse or partner until they die, or for as long as this benefit can be purchased from our insurance carrier for the retired employee.

Retirement is defined as an employee who has been accepted and is in receipt of a pension (Unifor Pension Plan or Canada Pension Plan).

Employees with a minimum of 15 years' service who retire between the ages of 55 and 58 shall have these benefits provided at a 50/50 cost share until they reach 58 years of age.

(Parties will develop a Letter of Understanding separate from the collective agreement to deal with Cynthia Anderson in the event she leaves the Local after the age of 53)

**24.01 Wages**

Effective September 1, 2019	2.5%
Effective September 1, 2020	2%
Effective September 1, 2021	2%

**ARTICLE 25 - CAR ALLOWANCE**

**25.01**

All employees must supply their own vehicles to be used on the job. The motor vehicle must be no older than ~~ten~~ twelve (12) years old and the employees must have this vehicle every day while at work (except for normal repair and maintenance schedules). The ~~ten~~ twelve (12) year reference will not apply to an employee or full-time Officer who is on a temporary assignment, however they must supply a reliable vehicle for daily use and carry the proper insurance coverage if claiming this allowance.

**25.02**

If the employee is required to go out of town and is required to use his/her own vehicle, he/she shall be able to claim mileage expenses thirty-eight (38) cents per kilometer (km).

**25.03**

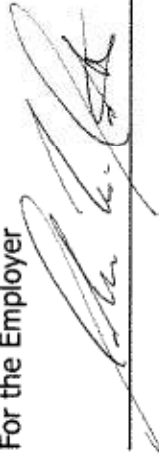
Boundaries:

E&OE Signed off this 4<sup>th</sup> day of Nov 2019

For the Union

For the Employer





In town shall be defined as follows: "the Greater Vancouver area" Northwest to Horseshoe Bay Ferries, East to 200 St., South to the Canada border & Southwest to Tsawwassen Ferries and "Greater Victoria area" for our Vancouver Island Office thirty (30) km radius from the office (beyond Swartz Bay, North of Malahat).

**25.04 Vehicle allowance:**

Effective ~~September~~ January 1, 2020, a vehicle allowance of nine hundred and ~~twenty~~seventy-five dollars (\$~~9275~~) shall be paid to employees on the first day of each month.

Effective ~~September~~ January 1, 2021, the vehicle allowance shall be one thousand (1,000) dollars.

Effective ~~October 1, 2018~~October 1, 2019, vehicle insurance to a maximum of two thousand three hundred and fifty \$2,350.00 per year with proof of individual insurance costs and paid on current years' service quarterly (January, April, July and October).

The insurance must also be commercial (business) coverage for using the vehicle for business. Each January or at the renewal time a copy of the insurance papers will be given to the Secretary Treasurer to verify coverage and to establish the rebate. Payments will be paid out quarterly (Jan 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and Oct 1<sup>st</sup>).

The car allowance will continue to be paid up to six (6) months during approved leaves of absence (maternity, parental, illness, etc.).

**25.05** Every effort will be made to have a ~~North American~~ Union built vehicle.


**25.06** The Employer shall pay for employees' coverage of an ICBC Excess Accident Benefit Policy.

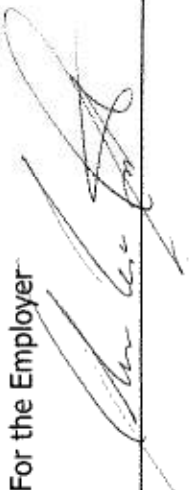
**PHASED IN RETIREMENT (Not in Collective Agreement)**

The Employer will agree to sit down with an employee who turns 65 and commit on a plan to look at a reduced work week with a 6 month trial then reevaluate.

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E&OE Signed off this 4<sup>th</sup> day of November 2017

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

For the Employer  \_\_\_\_\_