

MEMORANDUM OF AGREEMENT

BETWEEN:

B.C Federation of Labour

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,
LOCAL 378**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

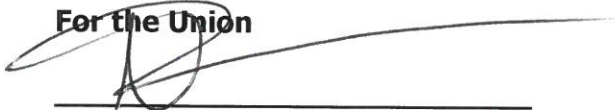
By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:


1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from May 1, 2015 to April 30, 2019, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from May 1, 2019 to April 30, 2022
5. Signing Bonus – All employees as of May 1, 2019 who are active employees in good standing with the Union shall receive a signing bonus as stipulated in Appendix 'A'. Employees who have resigned or been terminated are not entitled to the signing bonus.
6. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.

7. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
8. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.
10. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.


Signed at Buenavista, B.C. this 25 day of JUNE, 2019.


For the Union





For the Employer





APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|---------|----------------------|--------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| | | 6\11\2019 | |
| UP#1 v3 | HK | Housekeeping | |

Article 3.2:

3.2 When clerical workers are required, ~~Union members in possession of paid-up Union book or card~~ current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. MoveUP 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.

Change "Office Steward" to "Job Steward" throughout the Collective Agreement

Change Formatting to Article 5.3 as follows, and reletter accordingly:

5.3 (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.

(b) (a) Alternatively, a term employee is a person that is hired specifically to work on a special project or to provide temporary high volume workload relief and will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Employer.

Change Formatting to Article 5.4 as follows, and reletter accordingly:

5.4 (a) Casual - Casual employees shall be those employees hired under the provision of Article 3 for extra or relief work for uninterrupted periods of up to one (1) month. This period may be extended by mutual agreement by the parties. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four hours of work on each day

E&OE

Signed off this 11th day of June 20 19

For the Union

For the Employer

which they are employed. Should an employee be extended beyond one (1) month in accordance with this Section, they shall be deemed a term employee in accordance with Article 5.4.

(b)-(a) A casual employee shall be entitled to a combined Statutory and Annual Holiday pay and pay in lieu of benefits at a rate of fifteen percent (15%) of gross earnings. In addition, the Federation shall pay contributions in accordance with Articles 12.7(a) and 12.9.

Move Article 5.5 to Article 4.2 and renumber accordingly :

5-5 4.2 _____ The Federation or their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

Change all references to Sections to corresponding Article numbers throughout agreement.

Move Article 7.11 to Article 8.1 as follows, and renumber accordingly :

8.1 The Federation agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

| | |
|----------------------|-----------------|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| British Columbia Day | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |

and any other day that may be stated a legal holiday by the provincial, and/or federal government. Territorial or Civic holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

The Federation further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, or shall fall on a regularly scheduled day off, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Federation and the employee.

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.

E&OE

Signed off this 11th day of June 20 19

For the Union



For the Employer



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

Change 12.6(c), (d) and (e) to 12.7 (a) and (b) and renumber accordingly :

(e) 12.7 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) (a) The Federation agrees to provide the hearing aid option, within the Extended Health Benefit Plan.

(e)-(b) The Plan will pay the full cost, per employee for oral, patch and injection contraceptives through the Extended Health benefit Plan.

Article 12.7:

12.7 Pension Plan (a) The Federation agrees to pay the employee's contribution to the Canada Pension Plan.

(b) All regular employees ~~hired after April 1, 2010~~ are automatically enrolled in the Municipal Pension Plan (MPP).

Article 12.14:

12.14 Bargaining Unit members will be enrolled in the Person to Person EFAP ~~by May 1, 2013,~~ the cost of which is borne by the Federation.

Article 16.6:

16.6 The Union Label shall be the official Union Label of MoveUP ~~with the designation of LOCAL 378~~ and shall remain the sole property of the Union. The privilege of using the Union Label shall be extended to the Federation for work performed by MoveUP members in compliance with and for the term of this Agreement.?

E&OE

Signed off this 11th day of June 20 19

For the Union



For the Employer



| Union | | | |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP #3 | 10.3 | Amend | |

Article 10 – Leaves Of Absence (Pregnancy/Parental)

10.3 Pregnancy and Parental Leave

- (a) Upon written application, an employee who is a parent or adopting parent shall be granted pregnancy and/or 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 and accumulate. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement. Upon the employee's return, they will be granted their 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 parent 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 ~~2-1~~ 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.~~

The allowance for the remainder of the twelve (12) month benefit period shall be an amount such that the combination of Employment Insurance benefits available for the standard parental leave shall not exceed ninety-three percent (93%) of employees' normal weekly earnings. If the employee has opted for the extended parental leave, the aggregate

E&OE

Signed off this 11 day of June 2019

For the Union



For the Employer



amount of the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard leave top-up.

(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.

(e) The Federation shall pay an allowance to an employee who is an adoptive parent and granted leave under Article 10.3 in respect to the first three (3) months of the leave.

In order to be eligible for the allowance, an employee must be eligible and apply for Employment Insurance benefits. After an employee has returned to work for a period of three (3) months, the Federation shall pay an allowance based on the difference between the benefits received and the employee's regular wages which would have been earned during this period, and such an amount shall include full wages for the ~~two~~ one week waiting period when no Employment Insurance benefits are payable.

(f) Parental leave without pay or benefits may be extended for up to an additional 6 months upon written request by the employee.


E&OE

Signed off this 11 day of JUNE 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#5 | 10.7 | NEW | |

Article 10 – Leaves Of Absence (Gender Reassignment)

10.7

Gender Reassignment 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 Article 10 – Leave of Absence or Article 12 - Sick Leave depending on the employee's request.

The Union, the Federation, and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the Federation. The Federation will protect the employee from adverse action or discrimination in the workplace.

E&OE

Signed off this 11 day of JUNE 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#9 | 16 | <i>Delete 16.3 & 16.13 (see NEW Appendix F) Re-number remainder accordingly 16.10 – (now 16.09) Amend</i> | |

ARTICLE 16 – GENERAL

- 16.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 16.2 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 16.3 Safety Committee
- ~~The Federation shall form a Safety Committee that will include a MoveUP representative selected by the Union.~~
- ~~The Committee shall meet in accordance with the Occupational Health and Safety (OHS) 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 Act.~~
- 16.43 The Federation agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 16.54 All members shall be required to use their Union Label.
- 16.65 The Union Label shall be the official Union Label of MoveUP with the designation of LOCAL 378 and shall remain the sole property of the Union. The privilege of using the Union Label shall be extended to the Federation for work performed by MoveUP members in compliance with and for the term of this Agreement.

E&OE

Signed off this 11 day of JUNE 2019

For the Union

For the Employer

- (a) The Federation and the MoveUP staff shall form a Consultation Committee which shall meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (b) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (c) Consultation committee meetings will not be used as a substitute for grievance meetings to address current grievances.

16.87

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Federation to any shop, agency or person outside the bargaining unit, except as provided in Article 16.6.

16.98

Jury Duty - An employee summoned to jury duty, or to serve as a witness, shall be paid wages amounting to the difference between the amount paid them for jury duty or witness service and the amount they would have earned had they worked on such days. Employees on jury duty or witness service shall furnish the Federation with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or serving as a witness and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day.

16.109

- (a) When an employee is required to work outside the normal workplace, the employee shall be eligible for 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 a convention or conference. Prevailing rates for day care shall be allowed. The Federation shall supply a hotel room for designated MoveUP staff who work outside the normal workplace because of a convention or conference.
- (b) Mileage and Cell Phones - The Federation will not request an employee to use their own vehicle or cell phone for the Federation's business.
- (c) i) The Federation will provide a parking spot to employees who

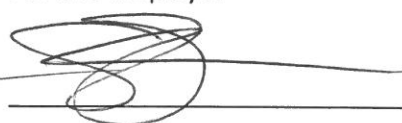
E&OE

Signed off this 11 day of June 2019

For the Union



For the Employer



require one.

- ii) The Federation will endeavour to provide a parking spot in the Federation office building. When no such spot is available, the Federation will endeavour to provide a parking spot as close to the Federation office building as possible.
- iii) Should a new parking spot become available in the Federation office building, employees may reselect parking spots according to seniority.
- iv) At the employee's choice, an employee may opt to relinquish their parking spot and will receive from the Federation a ~~transit card~~ premium at the value of \$100.00 per month.
- v) The employee may exercise this choice in either direction once per year prior to January 31st.

~~Transitional - Within 30 days of ratification of this agreement, each employee will advise the Federation whether they wish to rent a parking space. If an employee does not request a space and later wishes to rent one, they will be required to wait until one becomes available.~~

~~16.11~~ 16.110 Picket Lines - It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Federation as soon as possible of the existence of such recognized picket lines.

~~16.12~~ 16.111 During the life of this Agreement, there shall be no lockout by the Federation or any strike, sit-down, slow-down, work stoppage or suspension of work, either complete or partial, for any reason by the Union.

~~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.~~

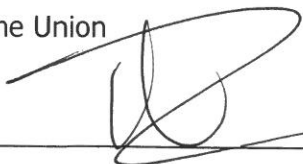
~~(c) The Federation recognizes the right of employees to work in an environment free from personal harassment as recognized by the Workers Compensation Board.~~

~~(d) Personal harassment is defined by the Parties as behaviour which denies an individual their dignity or respect by creating an intimidating, humiliating, hostile or offensive work environment, and which may also constitute~~

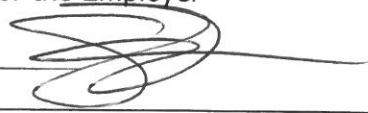
E&OE

Signed off this 11 day of JUNE 20 19

For the Union



For the Employer



~~discrimination on the basis of any of the grounds prohibited under the BC Human Rights Code.~~

~~(e) The Federation recognizes common law and same sex family relationships, and agrees to provide all rights and benefits available under this Agreement to employees in common law and same sex relationships in the same manner as provided to employees in heterosexual legal marriages.~~

16.1412 All letters of reprimand in an employee's file will be expunged after twelve months, provided there have been no disciplinary infractions in the intervening period. All letters of suspension in an employee's file will be expunged after twenty-four months, provided there have been no disciplinary infractions in the intervening period.

16.1513 Any employee will be given the opportunity to review their personnel file once each year at the employee's request, or in the event of a grievance. At the employee's request, a Steward or Union Representative may be present.

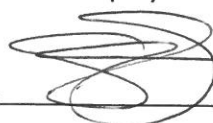
E&OE

Signed off this 11 day of JUNE 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#10 | 17 | <i>Amend to add new 17.2 & 17.3, re-number remainder</i> | |

ARTICLE 17 – DISCHARGE AND TERMINATION

General – Investigation and Interviews

- 17.1 It is hereby agreed that the Federation has the right to discharge for just cause and notice, or pay in lieu of notice may be forfeited in the event of such discharge, at the Federation's option. The Federation will provide the employee with a statement, in writing if requested, clearly establishing the reasons for such discharge, with a copy to the Union, at the time of discharge.
- 17.2 Where an employee is under investigation by the Federation for any cause, the employee and the Union shall be advised of that fact, and the date of the investigation meeting(s) immediately. Meetings for such investigations should be held in a timely manner. In advance of that meeting, the employee and the Union shall be advised of the particulars of any allegations, except in circumstances where such advisement may jeopardize the investigation.
- 17.3 Where an employee is being interviewed as part of an investigation of another employee, they shall have informed Union representation present in the meeting.

RENUMBER REMAINING SUBARTICLES ACCORDINGLY

- 17.24 If a regular (i.e. permanent) employee is terminated, except as provided in Article 17.1 above, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

E&OE

Signed off this 11 day of JUNE 2019

For the Union

For the Employer

- 17.35 If, upon joint investigation by the Union and the Federation, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Federation, re-instated to their former position without any loss of seniority or rank or benefits, and shall be compensated by the Federation for all time lost retroactive to the date of discharge.
- 17.46 An employee whose employment is terminated by the Federation, as set forth in Article 17.1 above, shall be paid all vacation credits and salary due upon such termination of employment.

E&OE
Signed off this 11 day of JUNE 20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|-------------------------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#11 E#08 UCP v2 | 19.1 | Amend | |

Article 19 – Professional Development

19.1 Effective January 1, 2012, The Federation shall provide a yearly \$400.00 per diem allowance for professional development for Category 5 all employees.

19.2 The Federation shall pay the allowance on the first pay cycle of the year.

19.3 Employees may be requested to provide the Employer with a brief explanation on how this allowance was used. For clarity, this article does not constitute a requirement for employer approval or a requirement for any sort of proof of purchase.

E&OE

Signed off this 11th day of June 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#12 | 21 | Delete existing and replace with new | |

Article 21 – Arbitration

~~If a grievance or dispute is not settled pursuant to Article 20, it may then be referred to a single arbitrator as a means of settling grievances and disputes:~~

~~21.1 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 20, Step 3.~~

~~21.2 The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one (1) of the Parties declines the procedure, notice of Arbitration as provided in Article 21 may be given by either Party.~~

~~21.3 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make their award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver their award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An arbitration award under this Article shall not be subject to further procedure under Article 21 of this Agreement.~~

~~21.4 Each Party shall pay their own costs and expenses of the Arbitration and one half (1/2) the remuneration and disbursements or expenses of the Arbitrator.~~

If a grievance or dispute is not settled pursuant to Article 20, it may then be referred to a single arbitrator as a means of settling grievances and disputes:

21.1 A single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties shall adjudicate all grievances submitted to arbitration under this Article. If the Federation and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either

E&OE

Signed off this 11 day of JUNE 2019

For the Union

For the Employer

Party may request that the Minister of Labour for the province of British Columbia appoint the arbitrator.

- (a) Arbitration hearings shall be held on the Federation's premises, Union's premises, or at another mutually-agreed location paid for by the Federation.
- (b) The parties agree that no outside legal counsel will be used at hearings, or in preparing submissions.
- (c) The Arbitrator shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.
- (d) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to confirm to any technicality.
- (e) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.
- (f) The arbitrator shall be required to give written reasons for any decision unless the parties agree otherwise.
- (g) Each party shall pay one-half of the arbitrator's fees and expenses.
- (h) Employees required by the Federation to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the Federation for this purpose and this time shall be deemed to be time worked.

21.2 The Parties agree to the following internal expedited arbitration process, which is separate and distinct from the Section 104 Expedited Arbitration process of the BC Labour Relations Code. This internal process does not nullify access to Section 104.

- (a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - 1. dismissals;
 - 2. rejections on probation;
 - 3. suspension in excess of 20 work days
 - 4. policy grievances;
 - 5. grievances requiring substantial interpretation of a provision of the Agreement;
 - 6. grievances requiring presentation of extrinsic evidence;
 - 7. grievances where a party intends to raise a preliminary objection;

E&OE

Signed off this 11 day of JUNE 2019

For the Union



For the Employer



8. demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) The parties agree that these arbitration awards will not be appealed under S. 99 or 100 of the Labour Relations Code.
- (f) The procedure for expedited arbitration is:
 - 1. The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.
 - 2. The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
 - 3. If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The Parties may each produce two witnesses whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
 - 4. The Parties may, by mutual agreement, vary procedure.

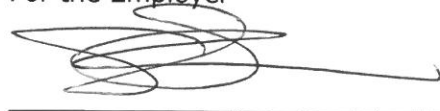
E&OE

Signed off this 11 day of JUNE 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|-----------------|----------------------|-----------------|-------|
| Number | Affected Article/MOU | Date: 6\11\2019 | Time: |
| UP#16 ECP v2 | Appendix G | NEW | |

Appendix G: Occupational Health and Safety

It is agreed that the BC Workers' Compensation Act, and the Occupational Health & Safety Regulation is a minimum standard, and is incorporated into and forms part of this agreement. The Parties agree to abide by those provisions unless this agreement provides otherwise.

Given the Federation's role within the Labour Movement, it is appropriate to take a leadership role with respect to a healthy workplace. The parties agree that all employees have a right to a physical, psychologically and physiologically healthy and safe workplace, and that the Federation has the responsibility to ensure said safety within the workplace.

The Federation shall prevent and/or correct any situation which may compromise an employee's physiological or psychological health and safety.

The Parties agree to work towards implementing the CSA Standard - Psychological Health and Safety in the Workplace. The purpose of addressing these issues is to reduce stress and to improve the internal working environment and worker health, which is defined by the World Health Organization as the highest state of physical, mental and social well-being.

Joint Health and Safety Committee (JHSC)

The Parties will establish a Joint Health and Safety Committee (JHSC), made up of two (2) representatives (and alternates) of the Union, two representatives from the USW bargaining unit, and three (3) representatives of the Federation.

The JHSC shall establish its own terms of reference and meeting schedule that meets the needs in the workplace and in compliance with applicable regulation and law.

Joint Health and Safety Committee Recommendations

The Federation shall respond in writing within twenty-one (21) days to any formal recommendation of the JHSC.

The JHSC may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

E&OE

Signed off this 11th day of June 2019

For the Union

For the Employer

Refusal of Unsafe Work

An employee may refuse to perform any work activity which they have reason to believe is likely to endanger themselves or someone else.

When an employee has refused to perform work under Paragraph (a) it is agreed that the Federation will ensure that any unsafe condition is remedied without delay, and that the matter will be referred to the JHSC.

The Federation will not assign any other employee to carry out the work refused until the JHSC has agreed that the hazard has been eliminated, or the WCB has determined the hazard has been eliminated.

Workplace Violence

It is recognized that in certain work situations employees may be at risk of physical violence or verbal abuse.

Where such potential exists:

1. employees who may be exposed to those work situations shall receive training in the recognition and management of such incidents;
2. applicable physical and procedural measures to protect employees shall be implemented.
3. Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

Employees Working Alone or In Isolation

- a) Where employees are required to work alone or in isolation, they shall be supplied with a check-in system in accordance with WCB requirements.
- b) Where employees are required to travel alone for work purposes and are traveling on a route with intermittent or no cellular service, they shall be supplied with a Spot GPS Messenger Device at their request.

Day of Mourning

- a) The Federation recognizes April 28 as the National Day of Mourning for workers killed or injured on the job.
- b) The Federation agrees to lower to half staff any flags flown in the workplace, stop work and provide a moment of silence for all employees at 11:00 a.m., in the memory of workers killed or injured by work.

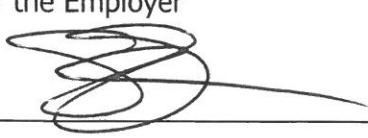
E&OE

Signed off this 11th day of June 20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#17 | Appendix H | NEW | |

LETTER OF UNDERSTANDING

RTW/ACCOMMODATION POLICY

The Federation, USW Local 2009, MoveUP (Cope 378) and the Joint Health and Safety Committee (JHSC) (the Stakeholders) recognize their moral and legal responsibilities towards employees with disabilities. The Stakeholders are, through consultation and cooperative partnership, developing a Return to Work/Accommodation Program consistent with Disability Prevention principles and compliant with all applicable legislation including the BC Human Rights Code.

The goal of the program will be to establish a work environment that promotes health & safety and healthy lifestyles, decreases the risk of injury or illness, and enhances the quality of life.

The main focus will be to return the employee to their pre-injury employment and to accommodate the needs of that employee unless to do so would cause undue hardship on the Parties. The program shall be applied fairly and consistently and ensure that every attempt is made to provide reasonable accommodation that reintegrates an employee back to their pre-disability position. The Return to Work /Accommodation Program will apply to mental health issues and be treated in the same fashion as physical injury or illness.

The Return to Work Committee, with representation of all the Stakeholders, will assist in the administration of the Return to Work/Accommodation Program. The Return to Work Committee shall act as a subcommittee of the JHSC and shall have not less than one (1) person from each Union on the committee. The Return to Work Committee shall develop their own terms of reference.

E&OE

Signed off this 11 day of JUNE 2019

For the Union

For the Employer

Employer Proposals
BCFED—MoveUP Bargaining 2019

| E-2019-01 | Article / Appendix / LOU | Date Discussed | Time |
|-----------|--|----------------|------|
| | Article 12 – Sick Leave, Welfare Plans and Pension.. | | |
| | 12.1 – sick leave w/o sick days | | |

12.1 (e) (NEW)

In the event that the employee requires sick leave but has exhausted their sick leave entitlement, the employee may opt to use banked vacation or lieu days to cover with the mutual agreement of the Union and the Employer.

E&OE

Signed off this 11th day of June 2019

For the Employer (BC Federation of Labour)



For the Union (COPE/MoveUP Local 378)





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|-----------------|----------------------|------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| | | 06-11-2019 | |
| E-02 v2 U-CP | 12.14 | Amend | |

- 12.14 Bargaining Unit members will be enrolled in the Person-to-Person Employer paid Employee and Family Assistance Program (EFAP) by May 1, 2013, the cost of which is borne by the employer, which will provide bargaining unit members with a range of services including, but not limited to, in person counselling services.

The proposed change in language will not result in any decrease to benefits and coverage.

E&OE
Signed off this 11th day of June 2019

For the Union

For the Employer

Employer Proposals
BCFED—MoveUP Bargaining 2019

| E-2019-06 | Article / Appendix / LOU | Date Discussed | Time |
|-----------|--|----------------|------|
| | Article 16 - General | | |
| | 16.8 – bargaining unit work - housekeeping | | |

- 16.8 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Federation to any shop, agency or person outside the bargaining unit, except as provided in Article 16.6 and Appendix 'D'.

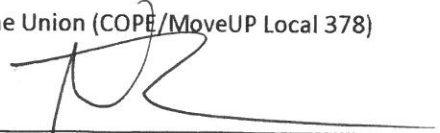
E&OE

Signed off this 11th day of June 2019

For the Employer (BC Federation of Labour)



For the Union (COPE/MoveUP Local 378)



Employer Proposals
BCFED—MoveUP Bargaining 2019

| E-2019-07 | Article / Appendix / LOU | Date Discussed | Time |
|-----------|---------------------------------|----------------|------|
| | Article 16 - General | | |
| | 16.9 – Jury Duty - housekeeping | | |

Housekeeping: Move into Article 10 with other leaves of absence

E&OE
Signed off this 11th day of June 2019

For the Employer (BC Federation of Labour)



For the Union (COPE/MoveUP Local 378)





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|---------------|----------------------|-----------------|-------|
| Number | Affected Article/MOU | Date: 6\11\2019 | Time: |
| E11 v2 UCP | LOU | | |

LETTER OF UNDERSTANDING #1

BETWEEN: B.C. Federation of Labour
(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;

RE: STANDARDIZATION OF RDOs

The parties agree to meet and discuss a potential pilot project to standardize RDOs for MoveUP bargaining unit members within 6 months of ratification of the memorandum of agreement.

For clarity, the standardization of RDOs is defined as a common day of the week for RDOs for all MoveUP bargaining unit members, likely Friday.

The parties will appoint 3 representatives on each side for standardization discussions.

The implementation of a standardization pilot project is only by mutual agreement of the parties. It's expressly understood that upon mutual agreement, the Union will seek approval for implementation via ratification of the affected bargaining unit.

Either party may withdraw from the pilot project upon 30 days notice.

E&OE

Signed off this 11th day of June 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|-----------------------|--------------------------|--|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#15 E5 UCP v3 | Appendix F Article 20 | NEW - Appendix F – Bullying and Harassment | |

Add the following as Appendix F, and reletter accordingly as required :

Appendix F : Violence, Bullying, Discrimination, and Harassment

It is expressly understood between the Parties that the following shall be used as a reference guide only.

The Federation does not condone and will not tolerate discrimination against an employee on the basis of prohibited grounds as set out in the BC Human Rights Code. Discrimination shall include violation of the principle of equal pay for work of equal value. In addition, there shall be no discrimination on the basis of union activity.

The Federation and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Federation, in cooperation with the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC Human Rights Code. Grounds for discrimination include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, gender, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment.

Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is ought to have known to cause offence or humiliation.

Discrimination and harassment do not include actions occasioned through exercising in good faith the Federation's managerial/supervisory rights and responsibilities.

Any employee who feels that they are subject to discrimination or harassment may file a complaint pursuant to Article 20 or a grievance pursuant to Article 21. Notwithstanding the process in Article

E&OE

Signed off this 25th day of June 20 19

For the Union

For the Employer

21, where appropriate, the parties may agree to use any other process available to them, including Section 87 of the Labour Relations Code, to resolve complaints under this clause.

This process does not preclude an employee from filing a complaint under the BC Human Rights Code or with WorkSafe B.C.

Sexual Harassment in the Workplace:

- (a) The Union and the Federation recognizes the right of employees to work in an environment free from sexual harassment, and shall take such actions as are necessary respecting an employee engaging in sexual and/or personal harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

Personal Harassment in the Workplace:

- (a) The Federation and the Union recognize the right of employees to work in an environment free from personal harassment by other employees. The h80909-Federation shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, gender, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
 - (1) Physical threats or intimidation;
 - (2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) Distribution or display of offensive pictures or materials.

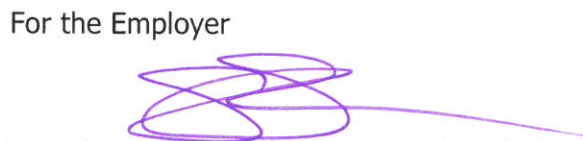
E&OE

Signed off this 25th day of June 2019

For the Union



For the Employer



- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Federation's supervisory rights and responsibilities.
- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to visitor contact, provided the acts are committed within the course of the employment relationship including during union meetings and events.

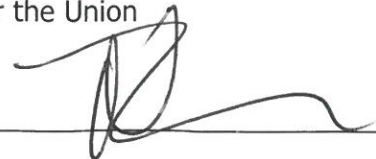
Anti-Bullying

- (a) The Federation and Union supports the rights of all people to work in an environment free from bullying by other employees. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
- (1) Intimidates, shows hostility, threatens and offends others;
 - (2) Interferes with a workers performance;
 - (3) Otherwise adversely affects others.
- (c) Bullying conduct includes, but is not limited to:
- Name calling;
 - Humiliation;
 - Spreading rumours and gossiping;
 - Public ridicule;
 - Scapegoating and blaming;
 - Taunting;
 - Ostracizing;
 - Sexualizing;
 - Making racial or ethnic slurs;
 - Ignoring people;
 - Sarcastic jokes;
 - Invading one's personal space;
 - Giving limited information, then blaming;

E&OE

Signed off this 25th day of June 2019

For the Union



For the Employer



- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up the individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
- Criticizing a person persistently or constantly;
- Belittling a person's opinions;
- Blocking applications for training, leave or promotion;
- Tampering with a person's personal belongings or work equipment.


E&OE

Signed off this 25th day of June 20 19

For the Union



For the Employer



Add the following as Article 20 and renumber accordingly

Article 20 : Violence, Bullying, Discrimination, and Harassment Complaint Procedure

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to the Federation and/or Union. Upon receipt of the written complaint, the receiving party shall inform it's counterpart. Complaints of this nature shall be treated in strict confidence by both the Federation and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.
- (c) The Federation shall refer the matter to the Joint Health & Safety Committee to conduct an investigation. The investigation shall be conducted by persons who have training and/or experience in investigating complaints of harassment, and shall include a worker representative selected by the worker representatives on the Joint Health and Safety Committee and a Federation representative selected by the Federation. Investigation dates shall be set within ten (10) working days of the receipt of the complaint.
- (d) The investigator shall be asked to provide both a report and recommendation to the Joint Health & Safety Committee, the Union and the Federation. The report shall remain confidential.
- (e) The Investigator's report and non-disciplinary recommendations shall be implemented to the satisfaction of the JHSC. The complainant shall be informed in writing of the non-disciplinary recommendations and corrective actions taken.
- (f) If the Federation determines that discipline is warranted, then the procedures in Article 17 and Article 20 shall apply.
- (g) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (h) Pending determination of the complaint, the Federation or designate may take interim measures to separate the complainant or respondent if deemed necessary. The Federation or designate will take interim measures to separate the complainant and the respondent when the respondent is acting in an

E&OE

Signed off this 25th day of June 20 19

For the Union



For the Employer



authority role in the office.

- (i) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Federation's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be
 - applied to the harasser;
 - (3) make further recommendations as are necessary to
provide a final and conclusive settlement of the complaint.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Federation will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 20.
- (k) This clause does not preclude an employee from filing a complaint under the BC Human Rights Code. A complaint of harassment or bullying shall not form the basis of a grievance.

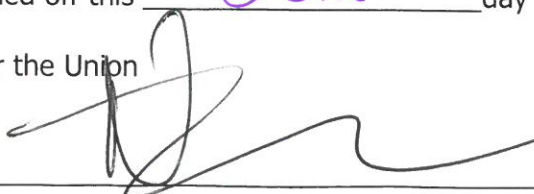

Complaints under this article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

E&OE

Signed off this 25th day of June 20 19

For the Union

For the Employer

4

Employer Proposals

BCFED—MoveUP Bargaining 2019

Proposed Monetary Settlement w/o prejudice based on Union counter E&OE – June 24 @ 2:20pm

- UP#13/14 ✓
 - Duration/Wage increase 2% 2% 2%
 - NO CPI
 - Signing bonus: .28% based on May 1, 2019 rates:
Cat 3 = \$302.32 Cat 5 = \$331.78 Cat 6 = \$348.37
- Category change ✓
 - Agreed w/standard 5% difference between Cat 5&6 BEFORE increase
 - Change titles to "Bookkeeper" to Accountant and "Bookkeeper Assistant" to Bookkeeper
 - Add language that ER will pay for annual CPA fees and reasonable educational requirements to maintain CPA
- ✓ • UP #2-ER counter Add National Indigenous Peoples Day as stat
- ✓ • E-2019-10v3 ✓ Agreed w/NIPD included (includes Dec 24 add to winter break)
- ✓ • UP#8 ✓ WCB top up
- ✓ • UP#4 ✓ Domestic violence leave (10-day paid provision)
- ✓ • UP#18 -withdrawn UN withdraws benefits increase
- ✓ • E-2019-03v2 ER accept union counter re trial and evaluation period
- ✓ • UP#6 ✓ Union withdraws, except paid dr's notes
- ✓ • UP#7 ✓ Union withdraws, except removing 'non-dependent'

Plus all other signed proposals.

| Pay scale per week | May 1, 2019 @ 2% | May 1, 2020 @ 2% | May 1, 2021 @ 2% |
|--------------------|------------------|------------------|------------------|
| Category 3 -AA | \$1079.73 | \$1101.33 | \$1123.36 |
| Category 5 -EA/BA | \$1184.93 | \$1208.63 | \$1232.80 |
| Category 6 -Acct | \$1244.19 | \$1269.07 | \$1294.45 |

Pay scale today:

Category 3: \$1058.56

Category 5: \$1161.70

Category 6 (NEW): \$1219.79

E&OE

Signed off this 25 day of JUNE 2019

For the Employer (BC Federation of Labour)



For the Union (COPE/MoveUP Local 378)





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#6 | 12.1 | Amend | |

Article 12 – Sick Leave, Welfare Plans and Pension Plan (Sick)

12.1 Sick Leave

- (a) The Federation will allow two (2) working days 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. The cost will be borne by the Federation.

E&OE

Signed off this 29 day of JUNE 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|---------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#7 v4 | 12.11 | Amend | |

Article 12 – Sick Leave, Welfare Plans and Pension Plan (FRL)

12.11 Family Illness or Emergency

- (a) In the case of illness/injury of a dependent child and when no one at home other than the employee can provide for the needs of the ill child, the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.
- (b) If there are not sufficient days in the accumulated sick leave bank, a record of days used shall be kept and the appropriate days debited from the sick leave bank when it has a sufficient balance.
- (c) In the event of a serious illness, injury of a spouse, ~~non-dependent~~ child or parent of an employee, the Federation will make a reasonable effort to provide appropriate time off to the employee to make the necessary arrangements for the ongoing care of the ill, injured person. Such time off shall be deducted from the Accumulated Sick Leave Bank. If there are insufficient days in the bank, Article 12.11(b) of the Collective Agreement will be implemented.

E&OE

Signed off this 29 day of JUNE 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-----------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| | | 6\11\2019 | |
| E10 v3 | 7.11 | Amend | |

~~7.11~~ 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.

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

ADD AS 8.2 AND RENUMBER ACCORDINGLY

8.2 Employees will be entitled to have December 24 through January 1 off with pay. In addition, where possible, the regular scheduled day off for all employees will be the last work day of the week preceding Christmas Eve. Post New Years, the regular scheduled day off for all employees will be the first work day of the week.

ADD AS 8.4(d)

8.4(d) The provisions of this article, specifically 8.4A, 8.4B and 8.4C, do not apply to Christmas Day, Boxing Day, New Year's Day, or National Indigenous Peoples Day.


E&OE

Signed off this 25 day of JUNE 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#8 | 12.15 | NEW | |

Article 12 – Sick Leave, Welfare Plans and Pension Plan (WCB)

12.15 WCB Top UP

An employee who is in receipt of WCB temporary wage loss benefits shall receive a top-up to their regular salary from the Federation for the entire period of their temporary disability. In order to continue receiving their regular salary, the employee shall assign their compensation cheques to the Federation. In return, the Federation shall indicate the amount received from the WCB on the employee's income tax (T-4) form. Pending a decision on a claim, the employee shall continue to receive the full pay and benefits of this agreement, subject to the necessary adjustments.

E&OE

Signed off this 29 day of JUNE 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#4 | 10.6 | NEW | |

Article 10 – Leaves Of Absence (Domestic\Sexual Violence)

10.6

Domestic or Sexual Violence Leave

The Federation agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Federation and the Union agree that all employees have the right to a work environment free of and safe from domestic and/or sexual violence, which may involve physical, psychological, economic violence or stalking.

The Federation shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

- (a) In each calendar year, the Federation shall grant each employee paid leave if needed, to address the personal effects of violence, without loss of seniority, for up to ten (10) days. The employee is entitled to an additional three (3) months of unpaid leave.
- (b) The employee and the Federation will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- (c) The Federation, jointly with the Joint Health and Safety Committee, will develop workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;
- (d) The Federation will direct affected employees to appropriate counseling and support services.
- (e) The Federation will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);
- (f) The Federation will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations
- (g) The Federation will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

E&OE

Signed off this 25 day of JUNE 2019

For the Union

For the Employer

Employer Proposals
BCFED—MoveUP Bargaining 2019

| | | | |
|-------------------------------|--|-----------------------|-------------|
| E-2019-03 V2 | Article / Appendix / LOU | Date Discussed | Time |
| | Article 15 – Promotion, Layoff, Recall & Severance | | |
| | 15.3 Trial and evaluation periods | | |

15.3 Trial Evaluation and Probationary Periods

- (a) Employees promoted from within existing staff to fill vacancies (including term and casual employees who successfully apply for any regular positions) shall be on trial and evaluation for ninety (90) calendar days. If the employee is considered to be unsuitable or the employee declines the promotion, at the end of the ninety (90) day period they shall be returned to their former position (or classification) and shall be paid their former rate.
- (b) Employees hired from outside existing staff to fill vacancies shall be subject to a one hundred and twenty (120) calendar day probationary period.


E&OE

Signed off this 25 day of JUNE 2019

For the Employer (BC Federation of Labour)



For the Union (COPE/MoveUP Local 378)





(Canadian Office and Professional Employees Union, Local 378)

**BC Federation of Labour
PROPOSALS 2019
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|-----------------------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP#2 | 8.1 | Amend to add new days | |

Article 8 – Statutory Holidays

8.1 The Federation agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

| | |
|-----------------|--|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | <u>National Indigenous Peoples Day</u> |
| Canada Day | British Columbia Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

and any other day that may be stated a legal holiday by the provincial, and/or federal government. Territorial or Civic holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

E&OE

Signed off this 29 day of JUNE 20 19

For the Union

For the Employer