

MEMORANDUM OF AGREEMENT

BETWEEN:

**Southern Railway of British Columbia Limited
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND:

**Canadian Office and Professional Employees Union, Local 378 (dba Move Up)
(hereinafter referred to as the "Union")**

PARTY OF THE SECOND PART

WHEREAS:

1. The Parties are bound to a Collective Agreement effective Agreement effective April 1, 2015 through March 31, 2021 (the "Collective Agreement").
2. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

3. The Parties agree that the Collective Agreement is renewed for a term of written **6** years from **April 1, 2021** to **March 31, 2027** with the changes set out in the Memorandum of Agreement subject to the following conditions.
4. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
5. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
6. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from **April 1, 2021** unless specifically stated otherwise.
7. All items not addressed herein will be considered withdrawn on a without prejudice basis.

8. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
9. 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.
10. 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 8th day of October
2021



FOR THE EMPLOYER



FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A

Southern Railway of British Columbia LTD.

and

MoveUP (COPE 378)

Sept 29, 2021

Employer Monetary Proposal – 4:30 pm

This monetary offer includes all previously agreed to items. All other proposals are considered withdrawn.

Term - April 1, 2021 to March 31, 2027

Wage Increases – to be applied to all individual salaries and salary scales

Date of ratification	lump sum payment equal to \$1,250
April 3, 2022	4.00%
April 2, 2023	2.00%
March 31, 2024	2.00%
March 30, 2025	2.00%
March 29, 2026	2.25%

Other items

The following items shall be effective at date of ratification unless otherwise specified.

1. The 25% portion of the Eye Ware Program premium currently paid by employees will be eliminated. The Employer will now pay 100% of the premium. (Article 10.01 (e))
2. Eye examinations coverage increased from \$75 to \$100 every two years. Article 10.01 (d)).
3. Removal of the deductible of \$75 per calendar year (effective calendar year 2022).
4. Full-time employees with more than one year of service will be entitled to three unpaid days off work in each calendar year. Such days shall be scheduled in advance and shall be subject to management approval. Approval of requests shall not be unreasonably withheld. (effective calendar year 2022)
5. Removal of MSP language from the collective agreement with the Employer commitment to pay premiums should they be reinstated by Government (Employer proposal #1)

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September 29, 2021

6. During the 18 month period following ratification, the Parties will meet to discuss the possible creation of a gainsharing program. It is understood that the purpose of such a program would be to incentivize employees to achieve company objectives.

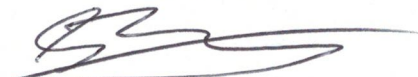
7. New article 20.04 Training Premium

Employees who are selected by the Company to train new employees shall be paid a training premium of thirty dollars (\$30.00) for each day they perform such training.

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September 29, 2021



**Southern Railway
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
	1.11	New	

1.11 General Housekeeping

The parties agree to discuss general housekeeping throughout the term of this collective agreement, such as spelling mistakes, punctuation and numbering. If agreed by the parties, corrections will be made accordingly.

E&OE

Signed off this 3rd day of June 2021

For the Union

For the Employer

Southern Railway of British Columbia LTD.

and

Move Up (COPE 378)

May 26, 2021

Employer Proposals for Renewal of the Collective Agreement

(March 31, 2021 expiry)

1. ARTICLE 10 - BENEFIT PLANS

10.01 MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS

- (a) ~~All employees except part-time temporary shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Service Plan.~~

~~The Company will pay the following maximum amounts towards the monthly premium for MSP coverage:~~

Effective	April 1	April 1
	2003	2004
Single	\$ 54.00	\$ 57.00
Couple	\$ 96.00	\$100.00
Family	\$108.00	\$112.00

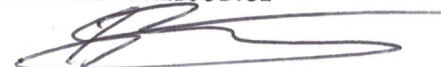
In negotiations for the collective agreement in effect from <insert start date> to <insert end date>, the Parties agreed to remove language regarding Company payment of MSP premiums as MSP had ceased to be a user pay system. If MSP reverts to a user pay system, the language that was removed will be reinstated with respect to active employees and retirees.

- (b) ~~In addition to the above, eligible employees as defined above shall also be~~ **All employees except part-time temporary shall be** covered by an Extended Health Care Plan similar to that offered by Desjardins Insurance.
- (c) Coverage will provide for corrective eyeglass lenses, frames and contact lenses, excluding sunglasses and safety lenses, limited to a maximum reimbursement of \$400.00 per person every two years.
- (d) Further to the above, the coverage will also include eye examination coverage up to a maximum of 75.00 every two (2) years.

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- (e) The premiums for the eye wear program described above will be shared such that the Company will pay seventy-five percent (75%) of the costs with the remaining twenty-five percent (25%) paid for by the employee.
- (f) If the Company requires the eye examination the Company will pay for the examination.
- (g) The deductible is \$75.00 per family per calendar year.
- (h) The lifetime maximum benefit payable during the lifetime per person is \$1,000,000.
- i) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the month following three months of service. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- j) Premiums for the Extended Health Care Plan will be paid by the Company. Premiums for the Medical Services Plan will be paid in accordance to Section (a) above. Participation in the plan is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Company.
- ~~k) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.~~
- l) All employees will contribute .50 cents per hour of straight times earnings towards the benefit costs for post-retirement benefit coverage. This contribution will not exceed 50% of the cost for providing this benefit. The parties will conduct a yearly review of the deductions and any surplus will be transferred to a trust account. This surplus, if any, will be used for future liabilities or to determine the length of a contribution holiday and/or towards improvements to the benefit plans by mutual agreement.

Eligibility for post-retirement benefits is 55 years of age and 20 years of service.

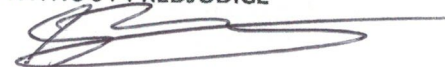
~~Premiums for Medical Services Plan of BC will be paid by the Company to a maximum of:~~

Single	\$57.00
Couple	\$100.00

Premiums for Extended Health Benefits will be paid by the Company to a maximum of:

Single	\$90.00
Couple	\$230.00

Prior to retirement, the employee will be required to sign an authorization form to permit the deductions from their pension benefit payment for amounts in excess of the maximum

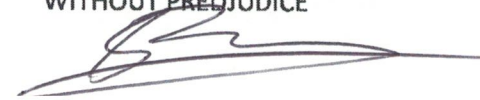



stated above. These payments will be remitted to the Company. The Company will remit the total premium to the carrier.

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September 29, 2021

Southern Railway of British Columbia LTD.

and

MoveUP (COPE 378)

June 3, 2021

Employer Counter to Union 14.11

14.11 BEREAVEMENT LEAVE

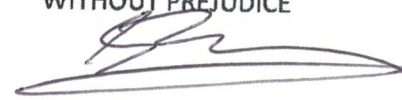
For the purpose of this article, immediate family of the employee is defined as father, mother, father-in-law, mother-in-law, brother, sister, spouse, son, daughter, step-child, grandparents, grandchildren and legal guardian.

- (a) In cases of death in the immediate family, an employee shall be granted up to five (5) working days' leave of absence with three (3) days of paid leave.
- (b) For any other individual who is similar to a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law relationship, the employees shall be granted one (1) day's leave of absence without pay. Reasonable requests pursuant to this article will not be refused.

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June 3, 2021

Employer Counter to Union 14.16

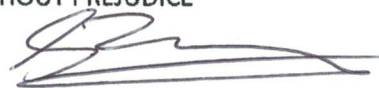
14.16 Pregnancy Leave

- (a) Pregnant Employees are entitled upon request to unpaid Pregnancy leave to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B.C.
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Human Resources Department as soon as is reasonable within the second trimester.
- (c) Employees will notify the Company at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Company no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she shall on the recommendations of her physician in consultation with the Company's appointed Doctor, commence her leave of absence immediately.
- (d) Once the employee has commenced her leave of absence, ~~she~~ they will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) A request for shorter period under Subsection (d) shall be given in writing to the employer at least one week before the date the employee proposes to return to work, and if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Company a medical report from her physician apply to the Company for an extension of the ~~fifty-two (52)~~

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June 3, 2021

seventy-eight (78) weeks leave of absence to a date recommended by the physician.

- (g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Company shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period at the employee request.
- (h) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following pregnancy leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

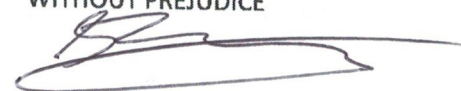
In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Company at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the company with a certificate of a medical practitioner stating that the employee is able to resume work

- (j) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as ~~she~~ they received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or pregnancy leave unless the employee is absent for a period exceeding the

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June 3, 2021

permitted leave. It is agreed that the Company will notify the Union prior to terminating an employee in accordance with the above.

- (l) If an employee agrees to continue benefit coverage during pregnancy leave then the Company will contribute the Employer's and employee's portion of the benefit premiums while on leave. The employee must reimburse the Company their portion of the benefit premium upon return to work or termination.

- (m) It is agreed in work situations where the Company has concern about the ability of the employee to perform her work because of pregnancy, that the Company may request that the employee provide a statement from her doctor confirming that ~~she is~~ they are medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Company.

- (n) When an employee on pregnancy leave fails to notify the Company of her desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulleting the job by:
 - i) promotion of another employee from within the department or;

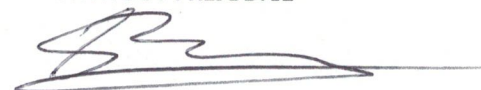
 - ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.

- (o) ~~The Company will continue to pay the employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.~~

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June 3, 2021

Southern Railway of British Columbia LTD.

and

MoveUP (COPE 378)

June 3, 2021

Employer Counter to Union 14.18

*The Union's proposal was to amalgamate Article 14.19 "PARENTAL LEAVE & Article 14.18 ADOPTION LEAVE into one article, Article 14.16 PARENTAL / ADPOTION LEAVE and adjust the numeration of articles accordingly.

14.18 Parental/Adoption Leave

(a) Employees who have taken Pregnancy Leave in relation to the birth of the child or children with respect to whom parental leave under this article is requested are entitled, upon request, to unpaid Parental Leave of up to 61 consecutive weeks, to be taken immediately following the end of Pregnancy Leave, in accordance with the Employment Standards Act.

(b) Employees who have not taken Pregnancy Leave in relation to the birth of the child or children or who have adopted a child or children are entitled, upon request, to unpaid Parental Leave of up to 62 consecutive weeks beginning after the date of the child or children's birth or after the child or children are placed with the parent and within 78 weeks after that event, in accordance with the Employment Standards Act.

(c) Employees will give the Employer at least 4 weeks' notice of the date on which the employee wishes to begin the leave of absence.

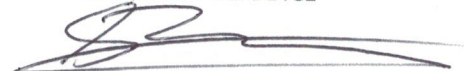
(d) Employees desiring to return to regular employment following parental leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the parental leave.

(e) When an employee on parental leave fails to notify the Employer of his desire to return to work in accordance with (d) above, or when an employee fails to return to work after

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June 3, 2021

giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department, or;
2. changing the status of the temporary employee who relieved the employee on parental leave.

(f) If an employee agrees to continue benefit coverage during Parental/Adoption leave then the Company will contribute the Employer's and employee's portion of the benefit premiums while on leave. The employee must reimburse the Company their portion of the benefit premium upon return to work or termination.

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June 3, 2021



(Canadian Office and Professional Employees Union, Local 378)

**Southern Railway
PROPOSALS 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
	14.21	New	

14.21 Impact of Legislation

The provision for family related leave contained in this Article including, but not limited to, those concerning maternity leave are intended to establish minimum standards. If any applicable legislation provides leave provisions which are more favorable to the Employee, such legislation shall apply and prevail.

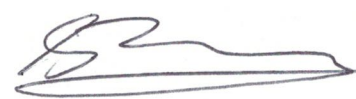
E&OE
Signed off this 3rd day of June 20 21

For the Union

For the Employer



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Southern Railway of British Columbia LTD.

and

Move Up (COPE 378)

May 26, 2021

Employer Proposals for Renewal of the Collective Agreement

(March 31, 2021 expiry)

2. Article 18.03 Video Display Terminals

~~18.03 VIDEO DISPLAY TERMINALS~~

~~(a) Policy~~

~~It is the Company's policy to provide and monitor a safe and well designed work location for VDT users. Accordingly, standards for ergonomic and lighting factors have been developed and addressed in Policy # 24. All research on the subject and factors requiring attention will be monitored and assessed by the Director of Health Services and Corporate Safety Departments.~~

~~Pregnancy and User of VDT's~~

~~Scientific evidence indicates that the use of VDT's does not pose a potential health hazard to pregnant operators from ionizing or non ionizing radiation or chemical emission. However, the Company is sensitive to the concerns of pregnant operators. This policy provides pregnant employees with some options relating to the use of VDT's until more comprehensive studies have been completed.~~

~~(b) Procedures~~

~~Health related Factors~~

~~Health related problems attributed to the use of VDT's will be monitored by the Director of Health Services.~~

~~i) Employees should bring any health related concerns to the attention of their supervisors.~~

~~ii) The supervisor will report these matters to the Director of Health Services via the appropriate personnel manager.~~

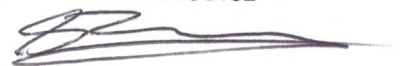
~~iii) The Employer shall ensure that all equipment:~~

~~i) have adjustable keyboards and screens~~

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June 3, 2021

~~2) — meet radiation emission standard; established by the Ministry of Labour;~~

~~3) — ensure that the lighting and the standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.~~

~~iv) — Options Available to Pregnant Operators of VDT's.~~

~~— The VDT operator, during the term of pregnancy, may elect one of the following options:~~

~~1) — continue to work on the VDT;~~

~~2) — refrain from working on the VDT and be provided with alternative employment on a temporary transfer basis; this would be at the Company's discretion and subject to the availability of suitable alternative work which the employee can perform; the rate of pay shall be determined in accordance with Article 7.06(a) of the collective agreement;~~

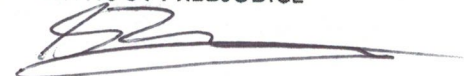
~~3) — take a leave of absence without pay until commencement of maternity leave and, if appropriate, without loss of seniority provided the employee continues to pay union dues.~~

~~A written request for transfer or leave of absence accompanied by a doctor's certificate confirming pregnancy must be submitted to the supervisor as soon as possible. The supervisor will discuss the possibility of suitable alternative work with the appropriate personnel manager.~~

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May 26, 2021

Employer Proposals for Renewal of the Collective Agreement

(March 31, 2021 expiry)

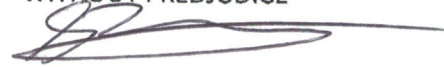
4. Letters of Understanding

Renew all LOU's except LOU #7 as the process described in LOU #7 was completed.

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June 3, 2021

Southern Railway of British Columbia LTD.

and

Move Up (COPE 378)

May 28, 2021

Negotiations for Renewal of the Collective Agreement

(March 31, 2021 expiry)

Employer counter proposal to Union Art 14.22 proposal

Letter of Understanding #XX

~~14.22~~ **Telework Project—Exceptional Circumstances**

The Parties agree that there may be circumstances where telework may be beneficial. This LOU shall apply to such circumstances.

~~Telework may be beneficial on short notice and/or for short periods of time under exceptional circumstances. Exceptional Circumstances are those situations that are beyond the control of The Company and / or circumstances that cannot be anticipated or predicted, including:~~

- ~~• natural disasters, such as floods, earthquakes, hurricanes, tornadoes.~~
- ~~• power outages.~~
- ~~• pandemics.~~
- ~~• Government or Police declared emergency situations.~~
- ~~• fires (forest and other) and Snowstorms.~~

~~This Article will apply when the Company determines that an exceptional circumstance has or is likely to occur. Employee Relations will advise the Union when the Article applies.~~

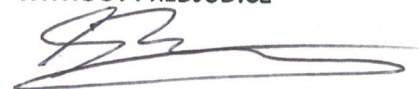
~~To prepare for such circumstances, the parties agree as follows:~~

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and the Company have mutually agreed the employee will telework. This does not include other company locations.

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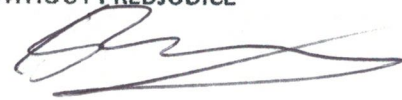
June 3, 2021

2. Telework is voluntary and must be agreed to by the manager and the employee.
3. An employee may make a request of their manager to Telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.
4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to Telework:
 - a. whether the Telework arrangement would maintain or improve service or productivity;
 - b. the nature of the position, the job duties, and the impact on colleagues and clients;
 - c. the employee's suitability;
 - d. the nature of equipment and supplies associated with the request, including whether any cost would be incurred by the Company.
5. Managers retain the discretion to issue temporary blanket approvals to a group of employees and/or to waive the requirement to submit a written request under paragraph 3. ~~taking into consideration the nature of the exceptional circumstances.~~
6. The number of days per week that an employee will be permitted to Telework will vary, taking into consideration the specific ~~nature of the exceptional~~ circumstances. The number of days per month that an employee will be permitted to Telework will vary depending on the particular circumstances, but as a general guideline it should not exceed two days per week. Union agreement is required should it exceed two days per week and requests will not be unreasonably denied.
7. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.

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June 3, 2021

8. The intent is for the employee to continue to work their normal work schedule, but to do so from the Telework location. If an employee intends to work outside of their normal working hours (including working overtime or during a break period), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.
9. An employee may be permitted, with pre-approval from their manager, to split their working hours during a day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.
10. Either the manager or the employee may cancel the Telework arrangement by notifying the other party. Generally, a minimum of 24 hours' notice will be provided. Managers will exercise reasonableness and will take into consideration personal circumstances when employees are requested to return to the office on short notice.
11. The Union will receive a copy of all Telework agreements.

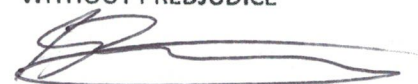
Health & Safety

12. The employee agrees to designate a workspace within the Telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist them to identify hazards and will be responsible for completing and returning to their manager a hazard checklist that will be provided unless the exceptional circumstances render this impossible. The Company may require an audit of the employee workplace. The employer will provide a minimum of 24 hours' notice to the employee prior to the audit.
13. The employee must notify their manager immediately of any job-related accidents that occur in the Telework location.

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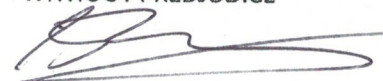
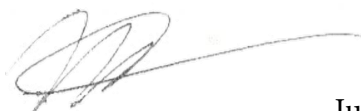
Costs and Equipment

14. All required work tools will be provided by the Company and will be returned at the close of the telework agreement. (e.g., Laptop, computer, keyboard, mouse, paper, ink, toner, long distance phone calls, etc.).
15. The Company agrees to pay **\$4.00 per day of telework**, 50% of normal **to offset the** internet connection costs **of** ~~to~~ the employee, for the duration of the telework agreement.
16. The employee must not conduct in-person meetings at the Telework location.
17. The employee is responsible for ensuring that the Telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.
18. The employee must comply with all company policies, ~~including the Code of Conduct,~~ and governing legislation, such as FOIPPA, CRA, **including** the Workers Compensation Act and Occupational Health and Safety Regulation.

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June 3, 2021

Southern Railway of British Columbia LTD.

and

MoveUP (COPE 378)

May 28, 2021

3. New LOU #XX – Co-op amended proposal

MEMORANDUM OF UNDERSTANDING # XX

RE: CO-OPERATIVE EDUCATIONAL STUDENTS PROGRAM

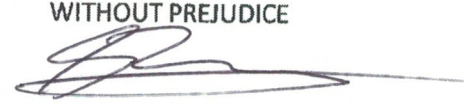
This letter will confirm the Parties' agreement to participate in the hiring of students under a Co-operative Education Program as follows:

1. Co-operative students (herein after referred to as "students") are defined as persons enrolled in and who have not graduated from a recognized postsecondary institution which shall include colleges, institutions, university colleges and universities. Students from all programs, schools of studies and disciplines shall be governed by the terms of this agreement. It is understood that this agreement only applies to students who perform work within the scope of the order of certification of MoveUP.
2. All students will be required to become and remain MoveUP members for the duration of their work term. Students will be classified as full-time temporary (Co-operative Education) and will not be entitled to sick leave and will not participate in the benefits outlined in Article 10 or the Pension Plan. Co-op Education students will not be entitled to apply for regular or temporary MoveUP affiliated bulletined positions.
3. The work term of employment of each student will normally be for a period not exceeding five continuous months in duration. Any increase in the duration of the work term requires the mutual agreement between the parties.
4. One position may be established per calendar year as a Co-operative Education position. Any increase in the number of positions requires the mutual agreement between the parties.
5. MoveUP will be advised of the student's name, position, and department and educational institution.
6. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or employees covered by the Collective Agreement.
7. In the event of a labour dispute between the Parties students shall not be required to perform any duties when members are on strike or locked out.

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June 3, 2021

8. Students will receive salary treatment in accordance with the following schedule. This schedule will be negotiated on an annual basis or at such times as may be mutually agreed to by the Parties:

9. Work Term (Bi-Weekly Salary)

Effective Date	1	2	3	4	5
April 1, 2021	\$1,512.34	\$1,603.97	\$1,699.45	\$1,801.55	\$1,909.77
GWJ Date	TBD	TBD	TBD	TBD	TBD

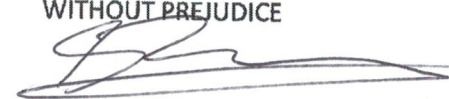
10. In the event of a declaration is made by the Labour Relations Board of British Columbia that any specific group of students as described herein, are not within the scope of the Order of Certification granted to the Union, the Company shall cease to deduct and remit dues on their behalf.

11. The Parties agree that this agreement may not be used, referred to or otherwise introduced in any hearing before the Labour Relations Board of British Columbia which relates to the scope of the Order of Certification.

12. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

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June 3, 2021

Southern Railway of British Columbia LTD.

and

MoveUP (COPE 378)

May 28, 2021

Negotiations for Renewal of the Collective Agreement

(March 31, 2021 expiry)

During collective bargaining the Parties discussed the need to update the list of Job Titles in Appendix A and the use of the 'Clerk' term in many of the job titles. As a result of this discussion the list of Job Titles will be amended as follows which includes replacing the term "Clerk" with the term "Administrator". The Parties noted that these changes are to the Job Titles only and do not represent any agreement regarding job content or job grades.

Note: above language to appear in the MOA only and will not appear in the collective agreement.

Appendix "A"

JOB TITLES

Business Development Representative

~~Design Technologist~~

~~Pricing Analyst~~

Accounting Administrator Clerk

~~Pay Distribution Clerk~~ Payroll Administrator

Accounts Payable Administrator Clerk

Storekeeper

Revenue Journal Administrator Clerk

Accounts Receivable Administrator Clerk

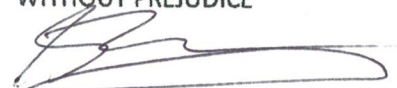
General and Payroll Administrator Clerk

Project Accounting Administrator

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June 3, 2021