

MEMORANDUM OF AGREEMENT

BETWEEN:

**United Association of Journeyman and Apprentices of the
Plumbing & Pipefitting Industry of the United States and Canada,
Local 324
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND:

**Canadian Office and Professional Employees' 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 August 1, 2021, to July 31, 2024, 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 August 1, 2024, to July 31 2027.

5. Upon ratification by both Parties in accordance with this Memorandum, the provisions of Appendix "A" shall come into force and effect and shall be fully retroactive, unless specifically stated otherwise.
6. 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.
7. 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.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
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.

Signed at Victoria and Burnaby , B.C. this 24th day of June, 2024.

For the Union





For the Employer



APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

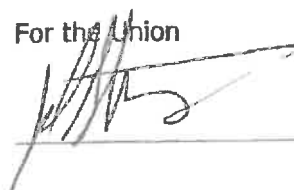

**UA 324
PROPOSALS 2024
Union Proposals (UP Item)**

Union		Date: June 24, 2024	Time: 10:10am
Number	Affected Article/MOU		
UP#1	4.06	NEW- Management Rights	

4.07 Management Rights

The Union and the Employer recognize the responsibility and right of the Employer to manage the workplace in a fair and reasonable manner. It is further agreed that the Employer may exercise these rights provided that they are not contrary to legislation or this Agreement and its intent.

E&OE
Signed off this 24th day of June 2024

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**UA 324
PROPOSALS 2024
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: June 24 2024	Time: 10:10am
UP#2	Article 8.03 Article 9.01	Pension Plan—increase pension contributions Confirm sick leave upon retirement also applies to	

8.03 Pension Plan

All employees ~~hired after the date of ratification of the collective agreement for the period 2021-2023-2024-2026~~ shall have pension contributions made from the Employer to the Victoria Mechanical Industry Pension Plan as follows:

Effective date of ratification ~~2021 2024~~ – four dollars and ~~seventy-five cents (\$4.00)~~ (\$4.75) per hour.

Effective August 1, ~~2022 2025~~ – four dollars and ~~twenty-five cents (\$4.25)~~ five dollars (\$5.00) per hour.

Effective August 1, ~~2023 2026~~ – four dollars and fifty cents (\$4.50) five dollars and twenty-five cents (\$5.25) per hour.

Existing employees will continue to be covered for pension contributions as outlined in LOU #1

9.01 Sick Leave

- (a) The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at their regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred and forty (140) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When employees are on employee funded wage loss plans, the difference between Weekly Indemnity payments and full salary shall be paid from the employee's accrued sick leave.
- (b) Part-time sick leave will be calculated on a pro-rated basis proportional to the hours worked per month.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement twenty (20%) percent of the unused portion of their sick credits. If a regular employee dies during the term of the agreement, the unused portion of their sick leave credits shall be paid to the estate of the deceased or to the designated beneficiary.

E&OE
Signed off this

24th

day of

June

20

24

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)


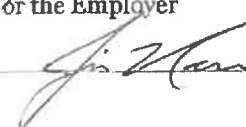
**UA 324
PROPOSALS 2024
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: June 24, 2024	Time: 10:10am
UP #5	9.04	Add Bereavement Leave 5 days up from 3 days	
Re-letter for ease of reading			

9.04 Bereavement Leave

- a) An employee shall be granted up to ~~three (3)~~ **five (5)** working days paid leave in case of death of a parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, stepbrothers, step-sisters, child, stepchildren, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparents-in-law, or spouse's grandchildren.
- b) The definition also includes those who are not related, but are considered a family member. (For the purpose of this Article "parent" shall include foster parent.) An employee shall be granted one (1) working day paid leave in the case of the death of aunts, uncles, nieces and nephews.
- c) An additional two (2) working days paid will be provided if an employee needs to travel off of Vancouver Island. For the purpose of this Article "spouse" is defined within the meaning of the Family Relations Act of BC.

E&OE
Signed off this 24th day of June 2024

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**UA 324
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 24, 2024	Time: 11:00am
UP#6	Appendix A	<i>Revised per ER comments</i>	

Wage and Term

Effective August 1, 2024

3.00% Increase to all Categories

Effective August 1, 2025

3.00% Increase to all Categories

Effective August 1, 2026

3.00% Increase to all Categories

E&OE

Signed off this

24th

day of

June

20

24

For the Union

For the Employer