

MEMORANDUM OF AGREEMENT

BETWEEN:

BC REGIONAL COUNCIL OF CARPENTERS
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

WHEREAS:

- A. The parties are bound to a Collective Agreement effective from August 1, 2021 through July 31, 2024 (the "Collective Agreement").
- B. The parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

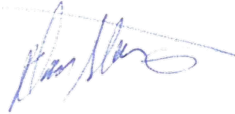
- 1. The parties agree that the Collective Agreement is renewed for a term from August 1, 2024 to April 30, 2028 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The parties agree that this Memorandum of Agreement is subject to ratification by the parties' respective principals.
- 3. The parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from August 1, 2024 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

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

Signed at Victoria, B.C. this 7th day of April, 2026

FOR THE EMPLOYER

FOR THE UNION



Daniel Storms



Merissa Cox

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**BCRCC
PROPOSALS 2024-2025-2026
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 7, 2026	
UP#16v4	Global Offer of Settlement	Union counter to ER proposal of April 7 9:00am	

The Union proposes the following as part of an overall settlement:

1. Prior Signed Off Proposals [attached to the email with this document]

- UP#3 Article 5.01 (Hours of Work)
- UP#13 Article 18.04 (Personal Rights)
- UP#14 Article 20 (Training)
- UP#15v2 Article 5.04, 5.10 (Travel and Overtime)
[these are covered in the ER proposal of April 7, 2026]

2. Wage and Term

4 Year Term [including shift to end of year expiry—i.e., from July 31 to April 30, 2028]

Effective August 1, 2024	2.00% increase to all categories
Effective August 1, 2025	2.50% increase to all categories
Effective August 1, 2026	2.50% increase to all categories
Effective August 1, 2027	2.50% increase to all categories

3. Sick Leave

8.05 Sick Leave

- (a) The Employer will allow each full-time employee one and one-half (1½) (1) 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) (100) 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. Those with more than 100 days in their sick bank shall keep those days but shall not earn more days if over 100 days.
- (b) Part-time sick leave will be calculated on a pro-rated basis of three (3) days, twenty-one (21) hours or less a week.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement, layoff or voluntary termination fifty (50%) percent of the unused portion of their sick credits. Employees terminated by the Employer for just cause shall not be paid the unused sick leave credits.
- (d) The unused portion of sick leave accumulation paid to employees per Article 8.05(c) shall not apply to employees hired after April 10, 2025.

E&OE
Signed off this 7th day of April 2026

For the Union

For the Employer

4. Annual Vacation

7.03 Vacation Schedule for Subsequent Years

Employees shall receive subsequent annual vacation with pay in subsequent calendar years as follows:

Vacation Calendar Year Working Days	
Two to Five Years	15
Six Years	20
Seven Years	21
Eight Years	22
Nine Years	23
Ten Years	24
Eleven Years	25
Twelve Years	26
Thirteen Years	27
Fourteen Years	28
Fifteen Years	29
Sixteen years and up	30

Employees currently earning between 26-30 days' vacation as of April 10, 2025, will maintain their current vacation days. The Parties shall draft a letter of understanding to list the employees currently earning between 26-30 days' vacation as of April 10, 2025.

7.04 Vacation Bonus

On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two percent (2%) of gross earnings earned in that calendar year. At the employer's discretion, employees may be allowed required to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the Vacation bonus on gross earnings for the period from Jan 1st to termination date period.

[parties are in agreement but ER proposal is missing some words]

5. Temporary Employees

4.02 Probationary Period

- a) All new employees except temporary will be considered probationary for the first ~~ninety~~ ninety one-hundred and twenty (120) calendar days of employment. After ~~ninety one hundred and twenty (120)~~ calendar days employment, an employee will become regular. The Employer will provide probationary employees a minimum of the two (2) probationary performance reviews during their probationary period.

4.05 Temporary Employee

- a) An employee hired as temporary is an employee hired for temporary defined period not to exceed 18 months.
- b) Temporary employees may be hired without job posting for work of a temporary nature.
- c) The Parties, by mutual agreement, may agree to a period in excess of ~~18~~ 15 continuous months.
- d) Temporary employees will receive 10% of gross salary in lieu of vacation pay, statutory holiday pay and benefits.
- e) Temporary employees who are employed longer than six (6) months will be enrolled in the health and welfare plan.
- f) The Employer shall not hire or use temporary employees to avoid the continuance, creation or filling of positions for or by FTR employees.
- g) Temporary Employees shall be subject to the Hours of Work provisions specified in this Agreement on the same basis as Full-Time Regular Employees.



6. Compassionate Care Leave, Other Leaves and Other Deleted Articles

ARTICLE 2 - UNION SECURITY

~~2.04 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. This section shall not apply to new hires after February 28, 2001.~~

ARTICLE 8- BENEFIT PACKAGE

~~8.02 Funded Liability—Sick leave and accrued vacation liability of the Employer are to be kept in a separate trust account for all employees.~~

9.07 Compassionate Care Leave

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the *Employment Standards Act*, as amended from time to time.

- a) such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- b) ~~Employees on Compassionate Care Leave will have vacation pay calculated at 4% or 6% of gross earnings, dependent on length of service.~~
- c) ~~Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.~~
- d) An employee while on Compassionate Care Leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement.

If changes to the Employment Standards Act result in a reduction of any entitlement listed above, the language in the collective agreement shall prevail.

9.08 ~~COVID-19 Leaves With/Without Pay~~

~~Leave of absences related to coronavirus 2 (SARS-CoV-2) known as COVID-19, shall be granted in accordance with the *Employment Standards Act*.~~

9.09 Paid Quarantine Leave

~~Where an unavoidable exposure to a communicable disease occurs, any employee who is required to be in quarantine, to prevent the introduction and spread of such communicable diseases, and unable to work remotely during such time, shall be granted leave with pay for the duration of the quarantine period. Such leave will not be part of sick leave entitlements, nor will it be considered a sick leave occurrence.~~

~~To be eligible for unavoidable quarantine leave, the employee will need to have followed all public health orders. Paid leave under this Article, when resulting from travel outside of the province, shall only be paid when travel is directed by the Employer or for business of the Employer.~~

~~The Employer reserves the right to request information to confirm an employee's adherence to all domestic and international travel advisories and all public health orders, in order to authorize the leave.~~

9.10 Paid COVID-19 Vaccine Appointment

- a) ~~An employee who requests leave under this article can take up to three (3) hours paid leave per COVID-19 vaccination, to be vaccinated against COVID-19 and this leave shall not be denied.~~
- b) ~~Appointments that go beyond three (3) hours will result in the excess over three (3) hours to be deducted from sick leave or without pay (if sick leave is exhausted) except in circumstances where the vaccine wait times are excessive or locations are not easily accessible. This shall be at the Employer's discretion and not unreasonably denied.~~

7. Remaining Proposals

If the parties agree, all outstanding employer and union proposals shall be withdrawn.



(Canadian Office and Professional Employees Union, Local 378)

**BCRCC
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	5.01	<i>AMEND-</i> Article 5.01 Hours of Work Alteration of the standard hours of work to be by mutual agreement between the Employer and the Union.	

5.01 Seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. Five (5) days shall constitute a week's work between Monday to Friday inclusive. Employees have the option to work seven and one half (7.5) hours, only by mutual agreement between the Employer and ~~employee~~ the Union.

E&OE

Signed off this 21st day of November _____ 2024 _____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BCRCC
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov 13. 2024	Time: 9:00am
UP#13	Article 18.04	With the committee expiry date, the article can be deleted as housekeeping.	

ARTICLE 18 – PERSONAL RIGHTS

~~18.04 — Joint Committee Respectful Workplace and Personal Rights~~

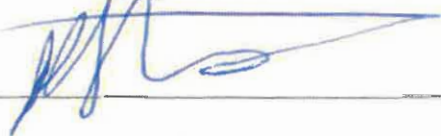
~~The Union and the Employer agree to form a joint committee consisting of equal members of the Union and the Employer to create a policy and procedures to address discrimination, harassment, and respect in the workplace.~~

~~The Employer and the Union will meet by February 1, 2023, or earlier by mutual agreement. The joint committee will dissolve upon adoption of a policy and associated procedures.~~

E&OE

Signed off this 21st day of November 2024__

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BCRCC
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov 13, 2024	Time: 9:00am
UP#14	Article 20.01	Union agrees with updating the language as housekeeping and proposes "or designate" as clearer and is common language in many agreements.	

ARTICLE 20 – TRAINING

20.01 The Parties recognize the benefits of a well trained and knowledgeable workforce and acknowledge the organizational and individuals benefits to be obtained through additional training.

- (a) Where an employee desires to further their knowledge in their field of work by taking related courses, the Employer agrees to assist them with such training when they comply with the following procedure:
 - i. Submits an application for tuition refund at least four (4) weeks prior to the commencement of the course;
 - ii. Receives the approval of the ~~Executive Secretary Treasurer (EST) or EST designated approver~~ Regional Manager or designate before proceeding to take such course;
 - iii. Satisfactorily completes such course.
- (b) Reimbursement for training and required textbooks will be made by the Employer up to \$500.00 per calendar year after the employee provides satisfactory evidence of successful completion of the course.
- (c) Such courses must be taken during the employee's non-working hours.

E&OE

Signed off this 21st day of November _____ 2024 _____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BCRCC PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: Nov 22, 2024	Time: =
UP#15v2	Article 5	Union agrees with making the language on travel clearer. Broken up into (a) and (b) for ease of reading. Some additional wording provided for clarity which the Union believes captures the Employer's intention. Small revisions to the version sent to the Union on Nov 21, 2024 by email by adding the combined travel and work paragraph to a) b) and c) for consistency. Meal stipend was re-lettered to d)	

All other provisions within Article 5 shall remain as-is.

The Union has a separate proposal on Article 5.01 as outlined in UP#3.

5.04 All overtime must be approved by the employee's manager prior to the employee working overtime. All time worked before or after the regularly established working day or on a Saturday shall be considered as overtime, and shall be paid for at time and one-half (1 ½) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.

5.10 (a) Travelling By Plane

When travelling by plane, A a minimum of seven (7) hours at the "straight time" hourly rate will be paid to those MoveUP members who travel on any day including Saturday, Sunday or statutory holidays.

Travel time in excess of seven (7) hours will be paid at the employee's straight time hourly rate. Travel time is based on flight departure and arrival time to and from the destination.

Employees are permitted to work to a maximum of a combined seven (7) hours of travel and working hours and beyond the combined seven (7) hours, overtime shall be paid pursuant to Article 5.04 (Monday to Saturday) or Article 5.06 (Overtime Rate for Sunday or Statutory Holidays) for work and travel performed on Sundays and statutory holidays.

E&OE

Signed off this

22nd

day of

November

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For the Union

For the Employer

(b) Travelling by Ferry

When traveling by ferry, employees will be paid the straight time rate for the time:

- (i) the employee would be reasonably expected to leave their house or the office for a ferry departure; and
- (ii) the employee should arrive at the office/ hotel/ home from the ferry (as estimated by a map application such as Google Maps, etc.)

Employees are permitted to work to a maximum of a combined seven (7) hours of travel and working hours and beyond the combined seven (7) hours, overtime shall be paid pursuant to Article 5.04 (Monday to Saturday) or Article 5.06 (Overtime Rate for Sunday or Statutory Holidays) for work and travel performed on Sundays and statutory holidays.

(c) Travel by Car

When traveling by car, for a distance greater than fifty (50) kilometres from their office, the employee will be paid for the length of time it takes to travel from their house to the office and the return trip (as estimated by a map application such as Google Maps, etc.) for the time of day the employee is travelling.

Employees are permitted to work to a maximum of a combined seven (7) hours of travel and working hours and beyond the combined seven (7) hours, overtime shall be paid pursuant to Article 5.04 (Monday to Saturday) or Article 5.06 (Overtime Rate for Sunday or Statutory Holidays) for work and travel performed on Sundays and statutory holidays.

(d) Meal Stipend

In addition, a meal stipend of \$25 per meal missed while travelling, will be provided by submitting an expense voucher to the employer.

E&OE

Signed off this

22nd

day of

November

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For the Union



For the Employer

