

MEMORANDUM OF AGREEMENT

BETWEEN

CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS

(The “Employer”)

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378
dba as MoveUP**

(The “Union”)

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from May 1, 2018 to April 30, 2023 (the “Collective Agreement”).
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from May 1, 2023 to April 30, 2026 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 date of ratification unless otherwise stated.
- 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

Provision of the current agreement in effect:

All provisions of the current agreement in effect from May 1, 2022 through April 30, 2023 shall continue in effect except as specifically amended, altered, or added by this memorandum.

Amendments and alterations agreed to in negotiations:

Article	Subject Matter	Date of Tentative Agreement
3.01	housekeeping - removal of duplicate article	July 12, 2023
3.04	lists to job stewards	August 9, 2023
3.05	Union Security	October 31, 2023
4.01-4.03	management rights	August 9, 2023
5.01	probationary employees	August 9, 2023
6.08	right of representation	September 28, 2023
8.01, 8.02	statutory holidays	September 28, 2023
10.07	domestic or sexual violence leave	September 28, 2023
10.09	first responder leave	November 2, 2023
11.03	housekeeping - Pension Plan	November 2, 2023
14.05-14.07	recall	September 28, 2023
15.03	housekeeping - outdated language	September 28, 2023
15.09	workplace closures	September 28, 2023
16.01	discipline, discharge and termination	October 31, 2023
18.01-18.09	grievance procedure	August 9, 2023
18.08	housekeeping - removal of duplicate article	July 12, 2023
19.01	health and safety	September 28, 2023
LOU#1	Bullying and/or Harassment	September 28, 2023
LOU#2	Shift Schedules	November 1, 2023
	General Wage Increase	November 2, 2023

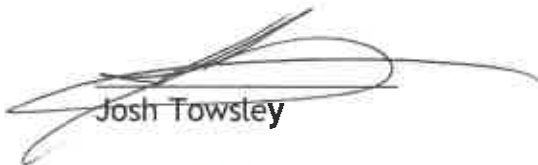
Salary Grid:

General wage increases as follows and to be included in a renewed collective agreement. Retroactive payments will be made to active employees as of the date of ratification and for all hours worked inclusive of overtime. The Union will inform the Employers if any of the General Wage increase is to be directed to benefits or pension contributions within five (5) days of ratification.


May 1, 2023	increase to Category 1 Increase to Category 2, 3, 4	2.5% 3%
Date of ratification:	increase Category 2, 3, 4 increase Trainer Differential to \$1.50 per hour increase Supervisor Differential to \$2.00 per hour	\$2.25
May 1, 2024	increase all rates of pay by	3.25%
May 1, 2025	increase Category 1 Increase Category 2, 3, 4	2.5% 3%

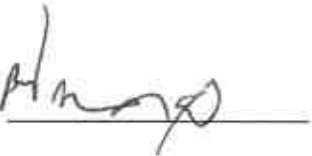
Agreed to this 2nd day of November, 2023, at Burnaby, British Columbia.

For the Employer:


Josh Towstey





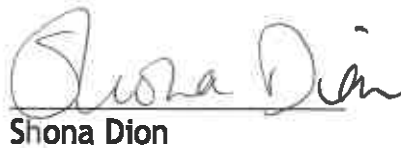




For the Union:


Daniel Storms


Charlene Delmaestro


Shona Dion


Manj Garcha


Vicki Hastie

Date Tabled: 01/31/2024

Time Tabled: 10:24

Bargaining Proposal: Article 16

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Article 16 – Discipline, Discharge and Termination

ARTICLE 16 - DISCIPLINE, DISCHARGE AND TERMINATION

16.01 *Per Article 6.08*, An employee shall have the right to request a Job Steward or Union Representative of the Union to be present at any discussions with the bargaining unit Employer that could and/or does give rise to disciplinary action.

The bargaining unit Employer shall contact the employee, the Job Steward and/or the Union Representative prior to the upcoming discussions. ***Attendance at such meetings will be without loss of pay.***

16.02 It is hereby agreed that the bargaining unit Employer has the right to discipline and discharge for just cause. ~~The bargaining unit Employer will provide the employee with a written letter the day of the discipline or discharge clearly establishing the reasons for such discipline or discharge, with a copy provided to the Union Job Steward and to the Union the day of the discipline or discharge.~~

- a. Where an employee is under investigation by the bargaining unit Employer for any cause, the employee and the Union shall be notified of the general topic of the investigation prior to the meeting.
- b. With the exception of a verbal warning, the bargaining unit Employer will provide the employee and the Union with a letter, in writing, at the time of discipline or termination clearly establishing the reasons for such discipline or termination.

16.03 An employee who is terminated by the bargaining unit Employer, in accordance with Article 16.02 shall receive their Record of Employment and be paid all accumulated monies in the employee's Vacation Bank, wages and bonuses (in accordance with Article 9.07) by the next payroll cycle following such termination of employment.

16.04 Upon request an employee shall, with a Job Steward and/or Union Representative, and a Manager and/or designate, be entitled to review the employees disciplinary file annually and/or in the event of a grievance investigation.

Disciplinary action shall not be relied upon by the bargaining unit Employer where an

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employee has been discipline free for eighteen (18) months'.

For CIATU:



Josh Towsley
Chair, CIATU Bargaining Committee

For MoveUp:



Daniel Storms
Union Representative

10-31-2023
Date

October 31, 2023



(Canadian Office and Professional Employees Union, Local 378)

**CIATU
PROPOSALS 2023
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP #22v1	3.05	<i>add</i> new language regarding new employee/member orientation per ER comments on Article 3.05.	

ARTICLE 3 – UNION SECURITY

3.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in Article 5.07 as follows:

- a) The Union (i.e. job steward or Union Representative) shall have the option to provide an orientation session of a maximum one hour in duration during the first thirty (30) days of employment of a new employee.
- b) The above orientation session shall acquaint employees with their rights and obligations under the collective agreement.
- c) The orientation session shall be held during paid work time.

E&OE
Signed off this 31ST day of October 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CIATU
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 2	Time:
UP #	11.03	Revise—change references from COPE to the Union and but need to keep reference to COPE 15 --revise pension contributions	

11.03 Benefit Plan:

(a) The Union shall establish a Pension Trust Fund and a Health & Benefit Trust which shall be governed by Boards of Trustees consisting of Union members. The names of the Funds shall be the COPE 15 Pension Plan and the Master Construction Trade Union Benefit Plan. "Contribute" and "contribution(s)" in this section refer to both bargaining unit Employer and employee contributions.

(b) Pension Plan:

Each bargaining unit Employer shall contribute ~~three dollars and seventy cents (\$3.70)~~ **[insert revised rate after conclusion of bargaining]** per hour earned by all employees working under the terms of this Agreement, to the Trustees of the COPE 15 Pension Plan by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by ~~COPE UNION~~ the Union. This contribution shall be made together with a list of the names, social insurance numbers and the monthly hours.

The bargaining unit Employer shall make monthly contributions to the Fund for regular part-time employees hired by the bargaining unit Employer subsequent to December 1, 1992, based on actual hours earned.

Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with the Trust Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

E&OE
Signed off this 2 day of November 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CIATU
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: <i>Nov 2</i>	Time: <i>10:26am</i>
UP	10.09	NEW—First Responder Leave	

10.09 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive five (5) days unpaid leave to provide emergency services when dispatched.

E&OE
Signed off this 2nd day of November 2023

For the Union

For the Employer

Bargaining Proposal: Letter of Understanding #2

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Letter of Understanding #2 – Shift Schedules

A bargaining unit Employer may serve the Union with sixty (60) calendar days' notice of the implementation of an hours of work increase as outlined below. Employees will have the option to opt-in to the increase or opt-out of the increased hours of work. The sixty (60) days will be used to survey Employees as to whether they want an increase in hours, whether they want an hour or half-hour lunch break, an earlier start time, or a later end time; it will also be used to determine if the bargaining unit Employer is able to accommodate those requests while ensuring adequate coverage between the hours of 8:00 am and 5:00 pm.

Note: Those employees that are on the nine (9) day fortnight will be offered the increased hours of work within a nine (9) day fortnight format.

The bargaining unit Employer reserves the right to rescind the notice within the sixty (60) days' notice period in the event implementation of a revised schedule doesn't meet the needs of the bargaining unit Employer as a result of the survey results.

For bona fide and fully documented reasons and with the mutual agreement of a bargaining unit Employer and the Union, one or more positions may be posted at an increased hours or work. Mutual agreement will not be unreasonably withheld.

As per Article 7.02 (b), before considering layoffs, the bargaining unit Employer will review the existing modified work schedule to determine if there is an operational way to return to the work schedule as identified in Article 7.01.

When the operational needs of the bargaining unit Employer warrant it, hours of work may be offered that allow for a regular work day consisting of seven (7), seven-and-one-half (7.5), or eight (8) hours between the hours of 8:00am and 5:00pm. The regular work week shall consist of thirty-five (35), thirty-seven-and-one-half (37.5), or forty (40) paid hours worked in five (5) days Monday to Friday. All hours for the shifts will be paid at straight time hourly wage rates.

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A maximum of one (1) hour or minimum of one half (1/2) hour unpaid lunch period will be provided within the two (2) hours in the middle of the regular working day. The length of the scheduled lunch period will be determined by mutual agreement by the employee and the bargaining unit Employer.

It is understood and agreed that any employee working this modified work schedule shall have their Vacation Time, Vacation Bank, and Statutory Holiday pay adjusted in accordance with Article 5.08

For the 35-hour work week:

<i>Completed Years of Service</i>	<i>Vacation Time Total</i>	<i>Vacation Time as Hours</i>
<i>1-4</i>	<i>15 working* Days</i>	<i>105 Hours</i>
<i>5</i>	<i>20 working* Days</i>	<i>140.0 Hours</i>
<i>6</i>	<i>21 working* Days</i>	<i>147.0 Hours</i>
<i>7</i>	<i>22 working* Days</i>	<i>154.0 Hours</i>
<i>8</i>	<i>23 working* Days</i>	<i>161.5 Hours</i>
<i>9</i>	<i>24 working* Days</i>	<i>168.0 Hours</i>
<i>10</i>	<i>25 working* Days</i>	<i>175.0 Hours</i>
<i>11</i>	<i>26 working* Days</i>	<i>182.0 Hours</i>
<i>12</i>	<i>27 working* Days</i>	<i>189.0 Hours</i>
<i>13</i>	<i>28 working* Days</i>	<i>196.0 Hours</i>
<i>14</i>	<i>29 working* Days</i>	<i>203.0 Hours</i>
<i>15</i>	<i>30 working* Days</i>	<i>210.0 Hours</i>

For the 37.5-hour work week:

<i>Completed Years of Service</i>	<i>Vacation Time Total</i>	<i>Vacation Time as Hours</i>
<i>1-4</i>	<i>15 working* Days</i>	<i>112 Hours</i>
<i>5</i>	<i>20 working* Days</i>	<i>150 Hours</i>
<i>6</i>	<i>21 working* Days</i>	<i>157.5 Hours</i>
<i>7</i>	<i>22 working* Days</i>	<i>165 Hours</i>
<i>8</i>	<i>23 working* Days</i>	<i>172.5 Hours</i>
<i>9</i>	<i>24 working* Days</i>	<i>180 Hours</i>
<i>10</i>	<i>25 working* Days</i>	<i>187.5 Hours</i>
<i>11</i>	<i>26 working* Days</i>	<i>195 Hours</i>
<i>12</i>	<i>27 working* Days</i>	<i>202.5 Hours</i>
<i>13</i>	<i>28 working* Days</i>	<i>210 Hours</i>
<i>14</i>	<i>29 working* Days</i>	<i>217.5 Hours</i>
<i>15</i>	<i>30 working* Days</i>	<i>225 Hours</i>

For the 40-hour work week:

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Completed Years of Service	Vacation Time Total	Vacation Time as Hours
1-4	15 working* Days	120 Hours
5	20 working* Days	160 Hours
6	21 working* Days	168 Hours
7	22 working* Days	176 Hours
8	23 working* Days	184 Hours
9	24 working* Days	192 Hours
10	25 working* Days	200 Hours
11	26 working* Days	208 Hours
12	27 working* Days	216 Hours
13	28 working* Days	224 Hours
14	29 working* Days	232 Hours
15	30 working* Days	240 Hours

Sick Leave shall accumulate based on the employee's "working days" in accordance with Article 11.01 (a) from month to month and year to year up to a maximum of one hundred and sixty-eight (168) hours for the seven (7) hour work day, one hundred and eighty (180) hours for the seven-and-one-half (7.5) hour work day, and one hundred and ninety-two (192) hours for the eight (8) hour work day.

For CIATU:

For Move Up:


 Josh Towsley
 Chair, CIATU Bargaining Committee


 Daniel Storms
 Union Representative

Nov 1, 2023
 Date

November 1, 2023

Negotiations between CIATU and MoveUp

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: Article 6.08

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And


Canadian Office and Professional Employees Local 378 (MoveUp)

Re: 6.08 Right of Representation

6.08 Right of Representation

- a. A representative(s) of the Union (i.e., job steward or Union Representative) shall attend a meeting between an employee and a representative of the bargaining unit Employer if: the meeting is or may become disciplinary, is related to medical fitness or medical accommodation, or the employee is a victim of or accused of bullying or harassment.
- b. When such meetings are held, the representative(s) of the Union (i.e., job steward or Union Representative) and the affected employee(s) shall be released from their duties without loss of pay.
- c. At any meeting between an employee and a representative of the bargaining unit Employer, the employee or the bargaining unit Employer representative shall have the right to suspend the meeting, if any of the reasons contained within Article 6.08.a are raised until a representative(s) of the Union is present.

For CIATU:

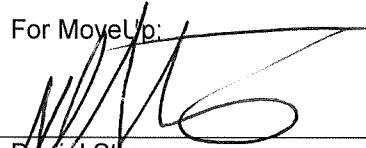


Josh Towsley
Chair, CIATU Bargaining Committee

Date

Sept. 28, 2023

For MoveUp:



Daniel Storms
Union Representative

Sept 28/2023

Negotiations between CIATU and MoveUp

Date Tabled: 9/9/23

Time Tabled: 2:32

Bargaining Proposal: Letter of Understanding #1

The Parties agree to recommend the following change to the Collective Agreement:

Between the
Construction Industry Affiliated Trade Unions (CIATU)
And
Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Letter of Understanding #1

Delete existing Letter of Understanding #1 and replace with the following:

Workplace Conduct

The Parties agree that Bullying and Harassment is not acceptable or tolerated in the workplaces covered by the Collective Agreement. All employers, managers, and employees are expected to be treated in a fair and respectful manner.

Bullying and Harassment

- a) Bullying and Harassment includes any inappropriate conduct or comment by any person towards a worker that the person knew or ought to have known would cause that worker to be humiliated or intimidated, but
- b) Excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

Examples of conduct or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, harmful hazing or initiation practices, vandalizing personal belongings, spreading malicious rumours and cyber-bullying.

Sexual Harassment

Sexual Harassment in the workplace can be broadly defined as unwelcome conduct of a sexual nature which detrimentally affects the work environment or leads to adverse job-related consequences for the victims of harassment.

Examples of sexual harassment include unwelcome sexual advances, touching, lewd or demeaning comments, and distributing pornographic material in the workplace.

Employer Responsibility:

Employers are responsible to ensure they:

- 1. have a current Bullying and Harassment Policy;
- 2. communicate that policy to their employees;
- 3. investigate any reports of harassment or bullying; and;
- 4. review the reporting procedures annually.

Union Responsibility

The Parties agree that any employee who reports an act of bullying or harassment, or is accused of bullying or harassment shall have the right to have a Job Steward or Union Representative present during the investigation.


Employees and Job Stewards who attend such meetings shall be released from their duties without loss of pay.

For CIATU:

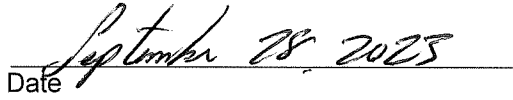
For MoveUp:



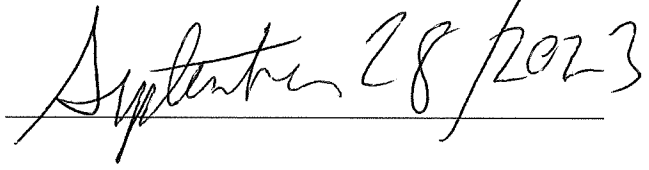
Josh Towsley
Chair, CIATU Bargaining Committee



Daniel Storms
Union Representative



Date



Negotiations between CIATU and MoveUp

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: Article 8.01 and 8.02

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: **Article 8.01 and 8.02**

8.01 The bargaining unit Employer agrees to provide all employees with the following statutory holidays, without loss of pay subject to Article 5:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	National Day for Truth and Reconciliation
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 ***through legislation.***


Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

The bargaining unit Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional working day or working 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 bargaining unit Employer and the employee.

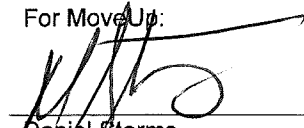
8.02 In the event any of the holidays ~~enumerated~~-listed in Article 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

For CIATU:

For Move Up:



Josh Towsley
Chair, CIATU Bargaining Committee



Daniel Storms
Union Representative

Date Sept. 28, 2023

Sept 28/23

Negotiations between CIATU and MoveUp

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: **Domestic or Sexual Violence Leave**

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Domestic or Sexual Violence Leave

10.07 Domestic or Sexual Violence Leave

- a) If an employee or family member **eligible person** pursuant to the *Employment Standards Act* experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
- i. to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
 - ii. to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
 - iii. to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 - iv. to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - v. to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.
- b) If an employee requests leave under Article 10.07(a), the employee is entitled during each calendar year to:
- i. up to 5 days of paid leave;
 - ii. up to 5 days of unpaid leave, and

- iii. up to 15 weeks of additional unpaid leave.
- c) A leave under Article 10.07(b).i or Article 10.07(b).ii may be taken by the employee in one or more weeks of time.
- d) A leave under Article 10.07(b).iii may be taken by the employee one week at a time or more than one week at a time with the bargaining unit Employer's consent.
- e) If requested by the bargaining unit Employer, the employee must, as soon as practicable, provide to the bargaining unit Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.
- f) Such documentation shall be held in the strictest confidence.

The Parties acknowledge that the intention of this provision is to provide only the statutory minimum requirements for leaves as required by the Employment Standards Act and/or Regulation. Any difference between the Employment Standards Act and/or Regulation and this Article shall be resolved by reference to the Employment Standards Act which will govern. Any future changes to the Employment Standards Act and/or Regulation will be incorporated into this provision in accordance with that intention and deemed effective as of the date of the legislative change.

For CIATU:

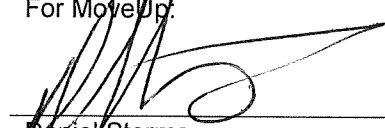


Josh Lowsley
Chair, CIATU Bargaining Committee

Date

Sept. 28, 2023

For MoveUp:



Daniel Storms
Union Representative

Sept 28 / 2023

Negotiations between CIATU and MoveUp

Date Tabled:

Sept 28/23

Time Tabled:

2:00 pm approx

Bargaining Proposal: Recall

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Recall

14.05 Any regular Full-Time or Part-Time employee with six (6) months or more of actual seniority who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one (1) year.

14.06 Recall:

- a. Notice of recall to an employee who has been laid off shall be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it or lose rights of seniority and recall.

However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby. An employee required to give notice to another bargaining unit Employer shall be deemed to have complied with this ten (10) day period.

- b. The bargaining unit Employer shall allow ten (10) days from an acceptance of an offer of recall, for the employee to commence duties, provided that, where the employee is required to give a longer period of notice to another bargaining unit Employer, such longer period, not exceeding one (1) month, shall be allowed.


- c. An employee's right to recall under this Article is lost if:
- i. the employee elects to receive severance pay under Article 17.04 (Severance Pay);
 - ii. one (1) year has elapsed from the date of layoff and the employee has not been reengaged;
 - iii. the employee notifies the bargaining unit Employer that the employee is no longer available;

- iv. the employee fails to respond to an offer of reengagement within (10) days of the date the notice is mailed by registered letter to the last address provided by the employee;
- d. Article 14.06(c) does not apply if, at the time of such offers, the employee would be entitled to leave per Article 10.03 (Pregnancy, Parental and Adoption Leave).

14.07 Recall Qualifications


- a. Employees on the recall list shall be contacted for any vacancy for which the employee is qualified.
- b. For the purposes of recall, qualifications shall mean a reasonable expectation that the employee will be able to perform the duties of a specific position based upon that employee's education, certification, training, experience.
- c. The bargaining unit Employer will not hire for such a vacancy up and until an eligible qualified employee(s) on the recall list has been offered and declines the vacancy.

For CIATU:


Josh Tewstey
Chair, CIATU Bargaining Committee

Sept 28, 2023
Date

For MoveUp:


Daniel Storms
Union Representative

Sept 28/23



(Canadian Office and Professional Employees Union, Local 378)

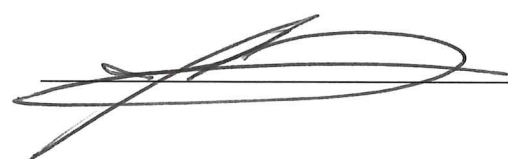
**CIATU
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: September 28, 2023	Time: 11:50am
UP	15.03	<i>AMEND</i> Counter to ER Proposal on 15.01 and 15.03 tabled Sept 28 11am Union will agree to delete 15.03 as outdated language	

ARTICLE 15

15.03 ~~The bargaining unit Employer agrees to have all public stenography done by a public stenographer who is a member of this Union, if available, and can supply the Union Label.~~

E&OE
Signed off this 28th day of September 2023

For the Union  For the Employer 

Negotiations between CIATU and MoveUp

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: Article 15.09

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Article 15.09 Workplace Closures

Article 15.09 Workplace Closures

- a. No employee shall suffer loss of pay or be required to use entitlements including, but not limited to sick leave, vacation, banked time, etc. when an bargaining unit Employer closes its worksite(s), due to:
 - i. inclement weather;
 - ii. extreme weather events;
 - iii. emergency road closures; or
 - iv. government travel advisories recommending or mandating individuals not to travel.

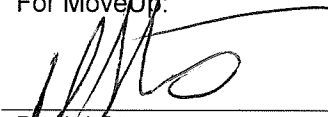
- b. Employees must remain available to return to work should the condition causing the workplace closure be mitigated during the workday and the office is reopened.

For CIATU:

For MoveUp:



 Josh Towsley
 Chair, CIATU Bargaining Committee



 Daniel Storms
 Union Representative

Sept. 28, 2023

 Date

Sept 28/2023



(Canadian Office and Professional Employees Union, Local 378)

**CIATU
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: September 28. 2023	Time: 11:50am
UP	19.01	<i>AMEND</i> Counter to ER Proposal on 19.01 tabled Sept 28 11am	

ARTICLE 19

19.01 The bargaining unit Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace.

By mutual agreement such precautions shall include, but not be limited to, one or more of the following:

proper lighting in the vicinity of the workplace such as perimeter outside lighting, lighting to the Employer parking lot (if applicable), and parking lot lighting and to transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

E&OE

Signed off this

28th

day of

September

20

23

For the Union

For the Employer

Negotiations between CIATU and MoveUp

Date Tabled: July 12/23
Time Tabled: 1:35pm

Bargaining Proposal: Article 3.01

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: 3.01 (Duplicate Article) - Housekeeping


~~3.01 The Employer agrees that all employees shall maintain Union membership in the Union as a condition of employment. It is understood that the employee will join the Union within fifteen (15) working days and remain a member of the Union in good standing, as a condition of continuing employment.~~

Note: Article 3.01 appears twice in the Collective Agreement; both are identical. This removes the first article.

For CIATU:


Josh Towsley
Chair, CIATU Bargaining Committee

For MoveUp:


Daniel Storms
Union Representative

July 12, 2023
Date

July 12, 2023

Bargaining Proposal: Article 3.04

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

RE: Article 3.04

3.04 The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.

If requested, a copy of this list will be forwarded to the Job Steward(s) together with a list of employees from whom such deductions were made and said list shall include the following:


- (a) Name and address (job steward not provided with addresses)
- (b) Employee or ID number if relevant
- (c) Gross monthly earnings
- (d) Job Title and Category
- (e) Classification
- (f) Work location
- (g) Amount of dues deduced/Initiation fee
- (h) Date of hire

For CIATU:



Josh Towsley
Chair, CIATU Bargaining Committee

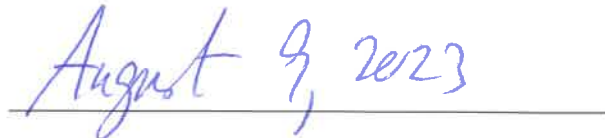
For MoveUp:



Daniel Storms
Union Representative



Date



Date

Bargaining Proposal: Article 4

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Article 4

- 4.01** The Union recognizes the rights of the bargaining unit Employer to hire, promote, lay-off, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement ~~and the right of the Union or employee to grieve as provided in Article 18.~~
- 4.02** The Union agrees that it is the exclusive right of the bargaining unit Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees subject to the ~~terms~~ **provisions** of this Collective Agreement.
- 4.03** **The Union and the bargaining unit Employer recognize the responsibility and right of the bargaining unit Employer to manage its rights outlined in Article 4.01 and Article 4.02 consistent with this Collective Agreement and any applicable legislation.**

For CIATU:


Josh Towsley
Chair, CIATU Bargaining Committee

For MoveUp:


Daniel Storms
Union Representative

August 9, 2023
Date

August 9, 2023

Bargaining Proposal: Grievance Procedure

The Parties agree to recommend the following change to the Collective Agreement:

Between the

Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Grievance Procedure

18.01 General

Grievance as used in this Agreement includes any employee and/or Employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, discipline or discharge, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

18.02 Steps in the Grievance Procedure

All grievances shall be presented within ~~ten (10)~~ twenty (20) working days from the date there is evidence of a grievance having occurred; excepting that in the matter of discharge, such grievances must be presented in writing within ten working (10) days.

The procedure for the adjustment of a grievance shall be as follows:

The time limits in the grievance procedure are mandatory. Any breach of the time limits will result in the grievance being abandoned unless altered by mutual consent of the parties.

Nothing in this Collective Agreement shall prevent the Union and the bargaining unit Employer from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

a) Step 1:

Any employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward or the Union, discuss the matter with the Supervisor or designate.

b) Step 2:

ST

PLS August 9, 2023

Should the employee and the Job Steward or the Union be dissatisfied with the Supervisor's disposition of such complaint, the grievance shall be reduced to writing within ten working (10) days giving all particulars including the applicable Article(s) of the Agreement.

The Union will direct all correspondence to the affected bargaining unit Employer who shall answer the grievance in writing within ten (10) working days.

c) Step 3:

- (a) i) The Union or the bargaining unit Employer shall have the right to initiate a group grievance or a grievance of a general nature as a dispute at Step 3 of Article 18.02(c) thereby eliminating Steps 1 and 2.
- (b) ii) Any dispute or grievance that cannot be resolved at Steps 1 or 2 or which has been initiated as a Step 3 dispute shall be referred to a meeting of the bargaining unit Employer and the Union.

18.03 After exhausting the grievance procedure per Article 18.03.c. at (b) above, either party must refer the matter, in writing, to either ADR per Article (18.04 Alternate Dispute Resolution) or arbitration per Article 18.05 (Referral to Arbitration) within ~~thirty~~ twenty (20) calendar working days failing which the grievance will have been deemed to have been abandoned.

18.04 Alternate Dispute Resolution (ADR)

Alternate Dispute Resolution is intended to provide a timely resolution with minimal formality.

The terms are as follows:

- (a) Mutual agreement by both parties shall be required.
- (b) Neither side shall be represented by lawyers hired for this purpose
- (c) Neither side will call witnesses except by mutual agreement
- (d) The parties shall mutually agree on an arbitrator
- (e) Every effort will be made to complete the hearing in one working day.
- (f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days.
- (g) Awards will be limited to the decision with a summary of the arbitrator's reasons.
- (h) All alternate dispute resolution decisions shall be without prejudice and will not set precedent or be referred to in subsequent grievances.
- (i) Each party shall pay their own costs and expenses of the arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the arbitrator.
- (j) Should either party wish to withdraw from this ADR process prior to the commencement of the hearing date, the party responsible for the withdrawal shall serve written notice to the other party and to the arbitrator. In this circumstance, the party withdrawing from the ADR process shall be responsible for any fees charged by the arbitrator.

ST
PLS August 9, 2023

18.05 Referral to Arbitration

Either party may refer the matter to arbitration by written notice to the other party.

Arbitration Process

18.06 The parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either party may apply to the ~~Minister of Labour~~ Collective Agreement Arbitration Bureau for British Columbia to appoint the arbitrator.

18.07 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.

The arbitrator shall retain jurisdiction of the dispute and have jurisdiction to resolve matters that may arise with regard to their decision.

~~**18.08** The arbitrator shall deliver his 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.~~


18.09 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.

For CIATU:



Josh Towsley
Chair, CIATU Bargaining Committee

For MoveUp:



Daniel Storms
Union Representative

August 9, 2023
Date

August 9, 2023

Negotiations between CIATU and MoveUp

Date Tabled: July 12/23
Time Tabled: 1:35pm

Bargaining Proposal: Article 18.07

The Parties agree to recommend the following change to the Collective Agreement:

Between the
Construction Industry Affiliated Trade Unions (CIATU)

And

Canadian Office and Professional Employees Local 378 (MoveUp)

Re: Article 18.08


~~18.08 The Arbitrator shall deliver his 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.~~

For CIATU:



Josh Towsley
Chair, CIATU Bargaining Committee

For MoveUp:



Daniel Storms
Union Representative

July 12, 2023
Date

July 12, 2023