

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CONSTRUCTION, MAINTENANCE, AND ALLIED WORKERS  
LOCAL 1995**

**(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 May 1, 2021 through April 30, 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 of three (3) years from May 1, 2024 to April 30, 2027 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 May 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 Burnaby, B.C. this 3<sup>rd</sup> day of July, 2024.**

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
**FOR THE EMPLOYER**

  
\_\_\_\_\_

  
\_\_\_\_\_  
**FOR THE UNION**

# APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**CMAW 1995  
PROPOSALS 2024  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	4.02	NEW- Article 4 The Rights of the Employer	

**4.01 Employer Rights**

The Union recognizes the rights of the Employer to hire and promote, 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 Articles 18 and 19.

**4.02** The Union and the Employer recognize the responsibility and right of the Employer to manage its rights outlined in Article 4.01 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 14<sup>th</sup> day of May 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CMAW 1995  
PROPOSALS 2024  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	Article 6	New- Article 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 Employer if:
  - i. the meeting is or may become discipline related; or
  - ii. the employee, the Union or the Employer has reason to believe a representative(s) of the Union (i.e., job steward or Union Representative) should be present at meetings related but not limited to:
    - a. conduct or competency concerns;
    - b. attendance;
    - c. medical fitness or medical accommodation; or
    - d. any other matter pertaining to the employee's terms and conditions of employment.
- 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 Employer, the employee or the Employer representative shall have the right to suspend the meeting until a representative(s) of the Union is present per Article 6.08.a.

E&OE  
Signed off this 14<sup>th</sup> day of May 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CMAW 1995  
PROPOSALS 2024  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	10.09	NEW—First Responder Leave	

**10.09 First Responder Leave**

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

*per year.*  
*yes*

E&OE

Signed off this

*14<sup>th</sup>*

day of

*May*

20

*24*

For the Union

*[Signature]*

For the Employer

*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

# CMAW 1995 PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP #7	Article 11.03 Benefits and Pension	Reformatting and renumbering for clarity.  Revise the language so that the CMAW Benefit Plan contribution by the Employer shall be adjusted as needed to the required amount at any time to ensure the plan cost is fully funded.  Union to discuss with Employer about COPE Pension Plan and its future.	

### 11.03 Benefits and Pensions

- a) Employees shall be covered by the employer's benefit plan and the COPE 15 Pension Plan.

The Employer shall pay the full premium cost for the employee's coverage under such plans.

The Employer will contribute at ~~\$2.55 per hour towards the CMAW benefits plan~~ the required hourly contributions to cover the full cost of the CMAW benefits plan and \$4.00 per hour towards the COPE 15 Pension Plan, which shall include:

- i. Annual vacation
- ii. Straight time hours worked
- iii. Statutory holidays
- iv. Banked overtime hours if taken in pay
- v. Straight time equivalent of overtime hours if not banked
- vi. Paid sick leave
- vii. In the case of an employee receiving Weekly Wage Indemnity Benefits, the Employer will continue to remit Pension & Benefit contributions on behalf of the employee. The Employer will remit the regular number of hours as earned preceding the disability.

E&OE Signed off this 14<sup>th</sup> day of May 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CMAW 1995  
PROPOSALS 2024  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	Article 12.04	Housekeeping: Delete article 12.04 as it no longer applies.	

Delete Article 12.04 as housekeeping—there is no longer a 6 month step in salary grid.

**~~12.04 Hiring Above Minimum~~**

~~Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.~~

E&OE

Signed off this

14<sup>th</sup>

day of

May

20

24

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

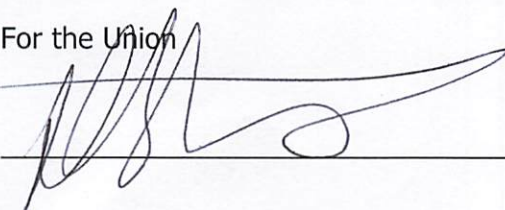
# CMAW 1995 PROPOSALS 2024 Union Proposals (UP Item)


Union			
Number	Affected Article/MOU	Date:	Time:
UP#14		NEW- Impact of Legislation	

### Impact of Legislation

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2. In the event that existing or future federal or provincial legislation should render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
3. In that event, the Union and the Employer shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
4. The Union and the Employer agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
5. If after forty-five (45) working days from the commencement of negotiations, the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.
6. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

E&OE  
Signed off this 14<sup>th</sup> day of May 2024

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**CMAW 1995  
PROPOSALS 2024  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: July 3, 2024</b>	<b>Time: 3:45pm approx.</b>
UP#15v4	Appendix A	Summary of Agreed Wage Increases	

**3 Year Term**

**APPENDIX "A" - CATEGORIES, JOB TITLES AND HOURLY RATES OF PAY**

**Wage Rates will apply to Categories 1, 2, 3, 4 as follows:**

- 4.00% effective May, 1, 2024**
- 4.00% effective May, 1, 2025**
- 4.00% effective May, 1, 2026**

**Wage Rates will apply to Category 5 (Accountant) as follows:**

- 4.00% effective May, 1, 2024**
- 2.50% effective May, 1, 2025**
- 2.50% effective May, 1, 2026**

	la					
	Year 1	rate 1	Year 2	rate 2	Year 3	rate 3
Cat 2	4%	30.67	4%	31.90	4%	33.17
Cat 4	4%	38.48	4%	40.02	4%	41.62
Cat 5	4%	41.92	2.5%	42.97	2.5%	44.04

E&OE  
Signed off this 3rd day of July 2024

For the Union

For the Employer

PRESIDENT  
 VICE PRESIDENT



(Canadian Office and Professional Employees Union, Local 378)

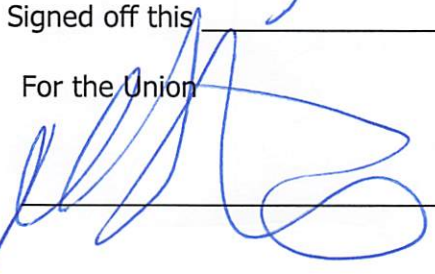
# CMAW 1995 PROPOSALS 2024 Union Proposals (UP Item)



Union			
Number	Affected Article/MOU	Date:	Time:
UP#16			

## CATEGORY 5 - Office Accountant/Controller

- Must hold a CPA/CA designation or at the employer's sole discretion is able to work to a high degree accounting level.
- Overseeing accounting functions, addressing day-to-day accounting related inquiries.
- Processing of all accounts receivable, accounts payables, and employee expense entries
- Updating and processing payroll schedules, timesheets, weekly payroll, and proper timing of payroll deductions
- Preparation of monthly and quarterly statutory remittances (e.g. WCB, CRA)
- Responsible for month end reconciliations, including but not limited to, remittances, banks, and corporate credit cards
- Responsible for updating fixed asset schedules and depreciation reports • Reconciliations of restricted funds, employer hours, reports, and local membership reports
- Preparation of quarterly and annual financial statements • Coordinating the preparation of monthly, quarterly, and annual financial statements • Performing ad hoc analysis and reporting
- Preparation and processing of year end entries and reconciliations • Performing year end responsibilities such as T2200s, T4s, T4As and Union Dues receipts
- Assisting external auditors in preparation of schedules for financial statements
- Keeping record of and preparing wage rate schedules for multiple employers
- On occasion, coordinate the preparation, editing and submission of union agreements, minutes of meetings, and policy manual

E&OE  
Signed off this 3<sup>rd</sup> day of July 2024

For the Union 

For the Employer  PRESIDENT  
 VICE PRESIDENT

- On occasion, prepare travel schedules, book travel arrangements, and maintain meeting schedules and calendars
- When necessary, receive and screen all inbound telephone calls, mail, e-mails, faxes and visitors
- All other duties as instructed by the President or ~~designate~~ <sup>the Vice President.</sup>. This list of responsibilities may not be all-inclusive and can be expanded to include other duties or responsibilities as needed.

E&OE  
 Signed off this 3<sup>rd</sup> day of July 2024

For the Union  
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For the Employer  
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 \_\_\_\_\_  
 PRESIDENT  
 VICE PRESIDENT