

MEMORANDUM OF AGREEMENT

BETWEEN:

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 230**

(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 of four (4) years from August 1, 2024 to August 1, 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 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 Burnaby, B.C. this 26th day of July, 2024.





FOR THE EMPLOYER





FOR THE UNION

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

IBEW 230 PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: July 26	Time: 12:30pm
UP#4v5	Appendix A	<i>To be discussed</i> Union revised proposal per ER discussions morning of July 26 Wage Proposals contingent on Union reaching agreement on all outstanding items	

4 Year Term

Effective August 1, 2024

5.00% increase to all categories

Effective August 1, 2025

5.00% increase to all categories

Effective August 1, 2026

5.00% increase to all categories

Effective August 1, 2027

4.00% increase to all categories

E&OE

Signed off this

26th

day of

July

20

24

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#5		Article 1 Housekeeping and language clarification 1.03 already in Article 3.01	

ARTICLE 1 – PREAMBLE

1.1 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous Peoples. We Acknowledge that the headquarters and where we gather is:

- a) In Burnaby, on Stolen land of the traditional, ancestral territory of the x məθk əyəm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), səlilwəta (Tsleil-Waututh) and qiqéyt (Qayqayt) First Nations.
- b) In Victoria, the traditional territories of the Lkwungen (Lekwungen) peoples, also known as the Songhees and Esquimalt First Nations communities.



We recognize and deeply appreciate their historic connection to this place. We recognize the contributions Indigenous peoples have made, both in shaping and strengthening these communities in particular, our provinces and country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities.

1.2 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may, from time to time arise; and to promote the mutual interests of the Employer and its employees.

E&OE
Signed off this 26th day of July 2024

For the Union  For the Employer 

1.3 Recognition Clause

The Employer recognizes the Union as the sole bargaining authority for all employees in the offices within the jurisdiction of the Canadian Office and Professional Employees Union Local 378, hereinafter referred to as "MoveUP", and within the classifications of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

1.4 Future Legislation

- a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- b) The Parties agree that the intent of negotiations referenced 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.
- c) If the negotiations referred to in Article 1.03 1.04 (a) the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination per Article 13 (Grievance Procedure).

1.5 Singular and Plural

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

1.6 Employer Policies

The Parties agree that:

- a) Employer policies apply to the bargaining unit employees except where the policy conflicts with the provisions of the collective agreement;
- b) Where these policies conflict with the collective agreement, the collective agreement shall normally apply, except as set out in (c) below or as agreed to by the Parties;
- c) Where the Employer amends a policy, and the result is an improvement wishes to make improvements to the provisions outlined in the collective agreement, the Parties shall exchange a letter to confirm that the collective agreement is so amended;
- d) The Employer shall supply the Union with a complete copy of the employer's policies and shall advise the Union of any changes to their policies and provide copies of those changes to the Union in a timely manner and;
- e) It is agreed that a one-time employer practice does not constitute a new policy or a change to an existing policy.

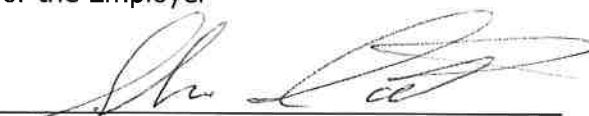
E&OE

Signed off this 26th day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#6		Article 2.02 Clarify the Dispatch language to assist the employer	

~~2.02 If competent help cannot be furnished, the Employer shall employ one of their own choosing with the understanding that said employee shall, as a condition of employment, become and remain a member of the MoveUP (Canadian Office and Professional Employees Union, Local 378) within thirty (30) days.~~

2.02 The Employer agrees to inform the Union of any job vacancies, and the Union agrees to provide names of potential applicants from its Dispatch list. The Employer agrees to consider all applicants provided by the Union.

The Employer may choose to employ one of their own choosing with the understanding that anyone hired by the employer (i.e., from Dispatch or a person selected by the Employer shall, as a condition of employment, become and remain a member of the MoveUP (Canadian Office and Professional Employees Union, Local 378) within thirty (30) days.

E&OE
Signed off this 26th day of July 2026

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#7		<i>Article 4</i> Extend probation to 90 days to reflect the complex nature of the employer's small office.	

4.01 Duties, Policies, Procedures

The Employer or their Representative shall make known to the employee the duties, and the job description, the employee is expected to perform, and from whom the employee shall receive their instructions as to the policies and procedure of the establishment.

4.02 Probationary Period

All new employees except temporary and casual employees will be considered probationary for ~~sixty (60)~~ ninety (90) working days of employment.

After ~~sixty (60)~~ ninety (90) working days of employment, an employee will become regular. A temporary employee attaining regular status will not be required to serve a further probationary period beyond the ~~sixty (60)~~ ninety (90) working days of employment.

4.03 A temporary employee is an employee so informed at the start of employment, and may not work past three (3) months of employment as a temporary employee. The Employer at the start of employment must notify the Union and receive a work permit. Following three (3) months temporary employment an employee shall be considered to be a permanent employee and shall be entitled to all the benefits of the contract.

4.04 Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for permanent full-time employees except as hereinafter defined or excluded.

E&OE
Signed off this 26th day of July 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#8		<i>Article 9.05</i> Clarification for how bereavement leave is provided to employees	

9.05 Bereavement Leave

An employee shall be granted up to three (3) working days paid leave in case of death of a parent, spouse, common-law spouse, same-sex spouse, siblings, step-siblings, 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.

The definition also includes those who are not related but is a person: ~~are considered a family member~~ Any person


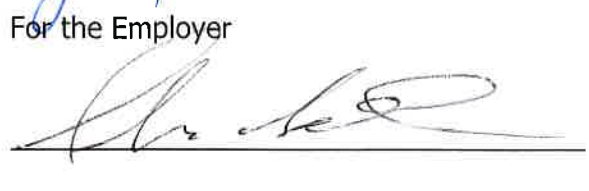
- whom the employee is a caregiver for; or
- who is a close personal friend; or
- a person lives with the employee.

(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. An additional two (2) working days paid will be provided if an employee needs to travel off of Vancouver Island.

It is understood that the leave provided for in Article 9.05 shall be provided by the IBEW 230 Benefit Plan or by the Employer directly.

E&OE
 Signed off this 26th day of July 2024

For the Union  For the Employer 




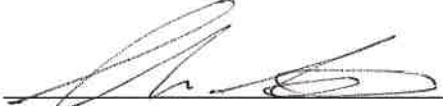
(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#9		Article 11.06 Add Title "Severance Pay" to Article 11.06 for clarity	

11.06 Severance Pay

E&OE
Signed off this 26th day of July 2024

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**


Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#10		<i>Article 17.03 (vi)</i> Move to Article 17.04 as the leave may be a hardship to the employer	


17.03 Leave of Absence for Union Business (without loss of pay)

The Employer shall provide a Job Steward with sufficient time to carry out their duties. Leave of absence with pay and no loss of seniority for a designated to:

- i) investigate complaints;
- ii) investigate grievances and attend grievance meetings;
- iii) supervise during ratification votes;
- iv) attend meetings called by management;
- v) distribute bulletins and surveys;
- vi) ~~participation in collective bargaining, alternate dispute resolution process(es) and or arbitration proceedings when directed by the Union;~~
- vii) participation in the administration of the Union may be required for Union Executive meetings and Job Steward meetings;
- viii) briefing time prior to grievance meetings as set out in Article(s) 13, 14 and/or 15 of the Collective Agreement

E&OE
 Signed off this 26th day of July 2024

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

**IBEW 230
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25	Time: 10:30am
UP#11		Appendix A Category 5 (Office Manager)	


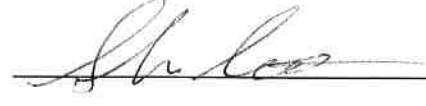
The Parties agree to archive Category 5 (Office Manager) and shall remove reference to the category from the collective agreement for the term of the agreement.

It is agreed that Payroll will be moved to Category 4.

The Parties agree that mutual agreement is required regarding the inclusion of Category 5 (Office Manager) back into the agreement in the next round of collective bargaining.

The following struckthrough language will not be included in the next term of the agreement.

E&OE
Signed off this 26th day of July 2024

For the Union  For the Employer 

APPENDIX "A"

PART 1 - WAGES

1. Employees in the office covered by this Agreement shall receive the following wages; it being understood that such are minimum wages and that any Employer recognizing experience and ability may adjust the wage upwards if they so desire.
2. Whenever an employee in a lower rated category is required to perform work in a higher rated category, they shall be paid the higher rate for all time employed in the higher classification.
3. ~~The position of Office Manager shall be paid 10% above the highest category wage rate in this Collective Agreement.~~

PART 2 - JOB DESCRIPTIONS


CATEGORY 5:

~~The office manager is the coordinator of the administrative and/or clerical work, and is responsible for planning, organizing, and controlling the clerical aspect of the organization, including the preparation, communication, coordination and storage of data to support production and other important operations. Their tasks are to monitor the work processes and to evaluate the outcome. Furthermore, their role is to coordinate on the front end by issuing various assignments. The Office Manager will manage the clerical staff and be responsible for the assignment of tasks within the clerical department.~~

~~Some Office Manager functions would be:~~

- ~~Accounting~~
- ~~Bookkeeping~~
- ~~Budget development and implementation~~
- ~~Facilities management~~
- ~~Human Resources~~
- ~~Payroll [moved to Category 4]~~
- ~~Risk management~~
- ~~Space management~~

E&OE
Signed off this 26th day of July 2024

For the Union


For the Employer
