

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Marine Workers and Boilermakers Industrial Union, Local#1**

**(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 January 1, 2018 through to December 31, 2020 (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 written 3 years, from January 1, 2021 to December 31, 2023, 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 January 1, 2021, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 Vancouver, B.C. this 14th day of December, 2020.**



**FOR THE EMPLOYER**



**FOR THE UNION**

# APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**M&B1  
PROPOSALS 2019  
Union Proposals (UP Item)**

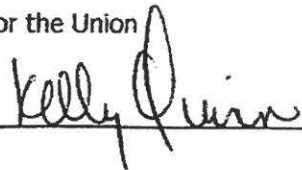
Union			
Number	Affected Article/MOU	Date:	Time:
UP#1		<i>Housekeeping</i>	

**HOUSEKEEPING**

1. Cover page duration to be amended to agreed to duration of the Collective Agreement.
2. All references to female and male pronouns be amended to gender neutral language.
3. Any renumbering due to agreed to amendments or additions of new language.
4. Remove underlining

E&OE  
Signed off this 10 day of December 2020

For the Union

  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

**M&B1  
PROPOSALS 2019  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 10.08	<i>Amended December 1, 2020</i>	

**10.08 DOMESTIC AND SEXUAL VIOLENCE LEAVE**

In accordance with the Employment Standards Act, when an employee, or an eligible person with respect to an employee, experiences domestic and sexual violence, the employee is entitled upon request, during each calendar year, to:

- (a) Up to three (5) days of leave with pay; and,
- (b) up to an additional seven (5) days of unpaid leave, in units of one or more days or for one continuous period; and,
- (c) in addition to the above period of time, up to 15 weeks of unpaid leave.
- (d) A leave under clauses (a) or (b) may be taken by the employee in one or more units of time.
- (e) A leave under clause (c) may be taken by the employee in
  - (i) one unit of time, or
  - (ii) more than one unit of time, with the employer's consent.

E&OE  
Signed off this 10 day of December 2020

For the Union

Kelly Quinn

For the Employer

[Signature]

HR

(g) A leave taken under this article must be taken in units of one or more weeks.

H)

(7) If an employee takes a leave under this article and the family member to whom clause (c) applies does not die within the period referred to in (f)(b), the employee may take a further leave after obtaining a new certificate in accordance with clause (c), and clause (d) to (f) apply to the further leave.

E&OE

Signed off this 11<sup>th</sup> 10 day of December 2020

For the Union

Kelly Quinn

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**M&B1  
PROPOSALS 2019  
Union Proposals (UP Item)**

Employer Counter			
Number	Affected Article/MOU	Date:	Time:
	Article 10.10	New	

**10.10 COMPASSIONATE CARE LEAVE**

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

a) In this article, "family member" means someone who is:

b) a member of an employee's immediate family, and

i) any other individual who is a member of a prescribed class.

c) An employee who requests leave under this article is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

(i) the date the certificate is issued, or

(ii) if the leave began before the date the certificate is issued, the date the leave began.

(d) The employee must give the employer a copy of the certificate as soon as practicable.

(e) An employee may begin a leave under this article no earlier than the first day of the week in which the period under clause (c) begins.

(f) A leave under this article ends on the last day of the week in which the earlier of the following occurs:

(a) the family member dies;

(b) the expiration of 52 weeks the date the leave began.

E&OE

Signed off this 10 day of December 20 20

For the Union

Kelly Quinn

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**M&B1  
PROPOSALS 2019  
Union Proposals (UP Item)**

Union		AGREED	
Number	Affected Article/MOU	Date:	Time: 11:45
UP#11	Article 17.06	DEC 1, 2020	
		<i>Amend</i>	

**17.06 OFF PREMISES EQUIPMENT**

The Employer agrees that no computer equipment shall be placed in an employee's residence. However, should the office of the Employer need to close for a period of time during a crisis for reasons out of the Employers control the parties agree to discuss work from home options.

E&OE  
Signed off this 1<sup>st</sup> day of December 2020

For the Union

For the Employer

Kelley Ginn [Signature]





(Canadian Office and Professional Employees Union, Local 378)

**M&B1  
PROPOSALS 2019  
Union Proposals (UP Item)**

Union		Amended	
Number	Affected Article/MOU	Date:	Time:
UP#12	Article 21.01 (a)	<i>Amended</i>	

**ARTICLE 21 – DURATION**

**21.01 a)** This Agreement will be in full force and effect on and after the 1st day of January, 20~~18~~, 21, to and including the 31st day of December, 20~~20~~, 23 and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, 20~~23~~ or sixty (60) days prior to the 31st of December, in any year subsequent thereto.

E&OE  
Signed off this 10 day of December 2020

For the Union

Kelly Green

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**M&B1  
PROPOSALS 2019  
Union Proposals (UP Item)**

Union		Amended	
Number	Affected Article/MOU	Date:	Time:
UP#14	Appendix A	<i>Amend</i>	

**APPENDIX "A"  
EFFECTIVE ~~January 1, 2017-21~~  
CATEGORIES, CLASSIFICATIONS AND SALARIES**

*(Note: increases in wages shall be at an equivalent percentage as the President and Dispatcher each year of the three (3) year term, 2020 - 2023.)*

- January 1, 2021 a 2% increase.
- January 1, 2022 a 2% increase.
- January 1, 2023 will be based on the note above.

E&OE  
Signed off this 10 day of December 2020

For the Union

Kelly Churn

For the Employer

[Signature]