

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**IBEW 213 Employer Group**

**(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 January 1, 2020 to December 31, 2021 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

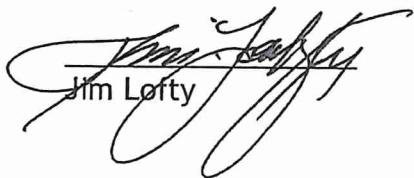
- 1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from January 1, 2022 to December 31, 2025 the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification 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, 2022.
- 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

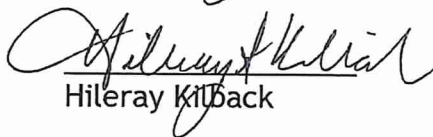
7. Except as explicitly stated otherwise, all terms and conditions shall be retroactive.
8. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.

Agreed to this 18<sup>th</sup> day of October, 2022, at Burnaby, British Columbia.

For the Employer:

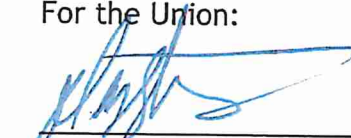
  
\_\_\_\_\_  
Scott Ashton

  
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Jim Lofly

  
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Hilera Kilback

  
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Phil Davis

For the Union:

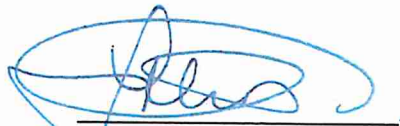
  
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Daniel Storms

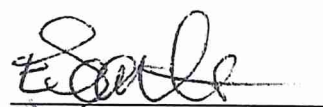
  
\_\_\_\_\_  
Javed Saheb

  
\_\_\_\_\_  
Megan Biln

  
\_\_\_\_\_  
Theresa Davidson

  
\_\_\_\_\_  
Susan Lowrie

  
\_\_\_\_\_  
Todd Nickel

  
\_\_\_\_\_  
Erin Searle





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: July 14, 2022</b>	<b>Time: 10:00am</b>
UP 01v2	CA Name	Housekeeping Title Page	
		Revised to remove reference to term	

**COLLECTIVE AGREEMENT**

**~~MASTER TRADE UNION GROUP AGREEMENT~~  
~~— TRADE UNION OFFICES~~  
Between:**

**~~VANCOUVER & DISTRICT LABOUR COUNCIL~~  
~~NEGOTIATING FOR EMPLOYERS AS LISTED~~  
International Brotherhood of Electrical Workers Union, Local 213  
International Brotherhood of Electrical Workers Union, Local 213 Welfare Plan  
International Brotherhood of Electrical Workers Union, Local 213 Joint Training  
Committee  
(hereinafter referred to as the "Employer")**

**And**



**MOVEMENT OF UNITED PROFESSIONALS**

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

**Term: January 1, 2022 to December 31, 20XX**

25 pgs

E&OE

Signed off this 14<sup>th</sup> day of July 20 22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 13	Time: 10:15am
UP02	1	NO CHANGES-To be renewed Deleting reference to parties	

~~BETWEEN: Vancouver & District Labour Council negotiating for Employers as listed~~  
(hereinafter referred to as the "Employer")

~~Party of the First Part;~~

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

~~Party of the Second~~

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**ARTICLE 1 — PURPOSE**

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employee; 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 arise from time to time and to promote the mutual interest of the Employer and its employee; to promote and maintain such conditions of employment.
- 1.02** The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

E&OE

Signed off this 14<sup>th</sup> day of July 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 14, 2022	Time: 10:00am
UP03v.2	2	AMEND- Bargaining Unit and Recognition  Revised in response to ER #1 Tabled July 13, 2022	

**ARTICLE 2 — BARGAINING UNIT and RECOGNITION**

- 2.01** The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the MoveUP, Canadian Office and Professional Employees Union, Local 378 and within the classification 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.
- 2.02** All members shall be required to use their Union bug.
- 2.03** The Union bug shall be made available to the Employer. The privilege of using the Union bug shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union label shall be the official Union bug as designated by the Union and shall remain the sole property of the Union.
- 2.04** The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 2.05** It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

E&OE

Signed off this

14<sup>th</sup> day of July

2022

For the Union

For the Employer

**2.06** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

**2.07** During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

**2.08 Employers to this Agreement**

This agreement covers employees of employers known as the IBEW 213 Group of Employers for the purposes of collective bargaining, labour management meetings, administration of group benefits and other purposes of joint interest. ~~MTUG~~ The IBEW 213 Group is a voluntary employer association and is not accredited pursuant to the Labour Relations Code of British Columbia.

Each MoveUP, Local 378, Canadian Office and Professional Employees Union certification within this employer group is discreet for the application of this Agreement, but its terms and conditions apply to every listed Employer except as amended by Letters of Understanding.

The IBEW 213 Group of Employers in the ~~MTUG~~ are as follows:

- ~~Bakery & Confectionary Workers International Union of America, Local 468~~
- ~~BC Professional Fire Fighters' Association and BC Professional Fire Fighters' Burn Fund~~
- ~~Brewery, Winery & Distillery Workers Union, Local 300~~
- ~~Canadian Merchant Service Guild~~
- ~~Capilano University Faculty Association~~
- ~~College of Registered Psychiatric Nurses of British Columbia~~
- International Brotherhood of Electrical Workers Joint Training Committee
- International Brotherhood of Electrical Workers Union, Local 213 Welfare Plan
- International Brotherhood of Electrical Workers, Local No. 213
- ~~International Brotherhood of Electrical Workers, Local No. 258~~
- ~~International Brotherhood of Electrical Workers, Local No. 993~~
- ~~International Brotherhood of Electrical Workers, Local No. 1003~~
- ~~International Longshoremen's and Warehousemen's Union, Local 400~~
- ~~International Longshoremen's and Warehousemen's Union, Local 502~~
- ~~New Westminster & District Labour Council~~
- ~~Unifor, Local 601~~
- ~~Unifor, Local 76~~
- ~~Unifor, Local 780-G~~
- ~~Vancouver & District Labour Council~~
- ~~Vancouver Community College Faculty Association~~
- ~~Vancouver Island District Council (Unifor)~~

E&OE

Signed off this

14<sup>th</sup>

day of

July

20

22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UPo4	3	NO CHANGES – To be renewed	

**ARTICLE 3 – UNION SECURITY**

- 3.01** The Employer agrees that all employees shall maintain Union membership in MoveUP, Local 378, Canadian Office and Professional Employees Union as a condition of employment.
- 3.02** When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. Should office workers who are Union members not be available, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.
- 3.03** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
- 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 (15) 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.

E&OE

Signed off this

6<sup>th</sup>

day of

September

20

22

For the Union

For the Employer

**3.05 Assignment of Wages and Employee Information**

Within thirty (30) days of ratification; the Employer will provide the following information concerning the persons from whose pay such deductions have been made:

- (a) Employee ID number
- (b) Name – address
- (c) Monthly salary
- (d) Amount of dues deducted
- (e) Job category
- (f) Job title
- (g) Employee status
- (h) Date of hire
- (i) Work location
- (j) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

The Parties agree to discuss the frequency and format of the above information at the Joint Labour Management Committee.

**3.06** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security

E&OE

Signed off this 6<sup>th</sup> day of September 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: September 28, 2022	Time:
UP05v.2	4	<i>Renew</i>	

**ARTICLE 4 - THE RIGHTS OF THE EMPLOYER**

- 4.01 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.

E&OE

Signed off this

6<sup>th</sup>

day of

October

2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 6, 2022	Time: 1:30pm
UP06v3	5.02-5.06	Amend Article 5.04.c and Article 5.05.b Article 5.03 amended per ER #3 Sept 27, 2022	

**ARTICLE 5 – DEFINITION of EMPLOYEE**

**5.01 Probationary Period**

All new employees, except temporary and casual employees, will be considered probationary for the first sixty (60) working days of employment, or twelve (12) calendar months whichever occurs first. After completing the probationary period, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period.

**5.02 Regular Full-Time**

A regular full-time employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

**5.03 Regular Part-Time [see ER #3 Signed September 27, 2022]**

**5.04 Temporary**

a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding six (6) months' duration except as provided in Article 5.04(b) below, whereupon such employee shall attain regular status. After three (3) months', and until a temporary employee attains regular status, they shall be entitled to all benefits of a regular employee, excluding Article 14.06 (recall) and Article 17.05 (severance pay). A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.

E&OE

Signed off this

6<sup>th</sup>

day of

October

20

22

For the Union

For the Employer



- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Article 10.03 (Pregnancy, Parental or Adoption Leave) will attain regular status after three (3) months. but the severance provisions of Article 14.06 (recall) and Article 17.05 (severance pay) will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium Pension contributions in accordance with Article 11 ~~11.06~~ to the current COPE Union Pension Plan, except where the employee is already a member of the IBEW 213 Pension Plan. An employee who gains regular status under the provision of 5.04(b) will have the option of continuing to receive the in lieu payments or join the benefit plans.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

**5.05 Casual**

- a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- b) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium Pension contributions in accordance with Article 11 ~~11.06~~ to the current COPE Union Pension Plan, except where the employee is already a member of the IBEW 213 Pension Plan.

**5.06** The Employer shall make known to the employee their job description duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

E&OE

Signed off this

day of

20

For the Union

For the Employer

2022 Negotiations between  
IBEW Offices Administration Employees  
and the IBEW Employer Group, IBEW 213, EJTC and EWWP  
Wednesday, July 13, 2022

**E3. Article 5.03**

**Housekeeping – Clarification & minor corrections**

**Intent:**

Clarify conditions due to the structure of the Pension benefit as it relates to Regular Part-Time Employees due to limited hours of employment.  
Other Housekeeping changes.

**PROPOSED CHANGE:**

**5.03 Regular Part-Time**

The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one (1) weeks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- a) Sick leave entitlement shall be on a pro rata basis consistent with the time employed;
- b) After three (3) months service, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday;
- c) Annual vacation entitlement shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9;
- d) Part-time employee will be guaranteed not less than four (4) hours work on each day that they are scheduled to work;
- e) Pension entitlement shall be pro-rated in accordance with the pension contributions based upon actual time worked

earned *pl*



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: <del>September 28, 2022</del> Oct 6	Time: 10:30am
UP07	Article 6	Renew Article 6.05 revised per UP #31	

**ARTICLE 6 – UNION REPRESENTATION**

- 6.01** The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02** The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03** The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position.
- 6.04** The Job Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05**
- a) Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority.

E&OE

Signed off this

6<sup>th</sup>

day of

October

20

22

For the Union

For the Employer

b) **Union Leave for Union Staff Positions**

Employees appointed to regular or temporary MoveUP, Local 378, Canadian Office and Professional Employees Union or COPE National Union positions (administrative, finance, servicing, organizing, communications, etc.) may be granted a leave of absence without pay for a maximum of two (2) years. Such leave shall not be unreasonably denied.

Seniority will accrue with the Employer during the approved leave.

Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

- 6.06** Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Rec'd Sept 6, 2022 3:45  
**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/M.05OU	Date: September 6, 2022	Time: 3:30pm
UP #31	Article 6.05.a	New- Article 6.05.a Union Leave Counter to ER #5 September 6, 2022	

**ARTICLE 6 — UNION REPRESENTATION**

**6.05**

- a) Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer.

The Union will make reasonable efforts to provide two (2) weeks' notice to the Employer for such leave. The Employer shall not unreasonably deny the leave if the two (2) weeks' notice cannot be given.

While on leave the employee will continue to accrue seniority.

E&OE

Signed off this

6<sup>th</sup>

day of

September

20

22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UPo8	7	NO CHANGES – To be renewed with existing language	

**ARTICLE 7 – HOURS of WORK and OVERTIME**

**7.01 Regular Work Day**

A regular work day shall consist of six and one-half (6½) hours between the hours of 8:00 a.m. and 5:00 p.m.

**7.02 Regular Work Week**

A regular work week shall consist of thirty-two and one-half (32½) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

**7.03** Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.

***NOTE:** The Employer agrees that any change away from or back to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-day fortnight or a four-day work week. Permission will not be unreasonably withheld.*

**7.04** The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the Parties.

**7.05 Meal and Rest Periods**

A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and employee.

The lunch period may be shortened by mutual agreement between the Employer and the employee, from one (1) hour but not less than one-half (½) hour.

**7.06** Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay. These relief periods are not to be taken at the very start or the very end of the work day.

**7.07 Overtime Premiums**

All time worked before or after the regularly established working day or on a Saturday or Sunday or as varied by mutual agreement as per Article 7.03, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's hourly rate.

**7.08** All-time worked on a statutory holiday, or on a day granted in lieu, shall be paid at two hundred percent (200%) of the employee's hourly rate plus regular salary.

Example:

An employee making \$32.00 per hour will be paid the following for working a normal 6.5 hour day on the designated statutory holiday:

$\$32.00 \times 6.5 \text{ hours} = \$208.00$

$\$208.00 \times 200\% = \$416.00$

$\$416.00 + \$208.00^* = \$624.00$  (\*ie: the holiday pay for working the day)

- 7.09** All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.
- 7.10** Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.
- 7.11** Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) days notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.09, shall be separate and apart from the above premium provisions.
- 7.12** Overtime shall be voluntary. Overtime shall first be offered to the employees who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.
- 7.13** Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.
- 7.14** Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

E&OE

Signed off this

27<sup>th</sup>

day of

September


20

22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 6, 2022	Time: 3:45pm
UP09v3	8.01	<i>add new holiday National Day for Truth and Reconciliation</i>  Revised per ER comments October 6, 2022  Deleted proposed 8.03 from prior version	

**Article 8-Paid Holidays**

8.01 The Employer agrees to provide all regular employees with the following statutory holidays, without loss of pay:

New Year's Day  
Easter Monday  
BC Day  
Thanksgiving Day  
Boxing Day

Family Day  
Victoria Day  
Labour Day  
Remembrance Day

Good Friday  
Canada Day  
National Day for Truth and Reconciliation  
Christmas Day

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

- a. Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.
- b. The 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 day or 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 Employer and the employee.
- 8.02 In the event any of the holidays 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.

E&OE

Signed off this

day of

20

For the Union

For the Employer



## Employer Counter Proposal for UP10v.2 – Article 9 Vacation

**ARTICLE 9 ANNUAL VACATIONS**

- ~~9.01~~ a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- ~~9.02~~ Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

~~9.04~~


<b>Years of Service</b>	<b>Vacation Days</b>	<b>Total Vacation Hours</b>
<del>1-4</del>	<del>15 Days</del>	<del>97.5 Hours</del>
<del>5</del>	<del>20 Days</del>	<del>130 Hours</del>
<del>6</del>	<del>21 Days</del>	<del>136.5 Hours</del>
<del>7</del>	<del>22 Days</del>	<del>143 Hours</del>
<del>8</del>	<del>23 Days</del>	<del>149.5 Hours</del>
<del>9</del>	<del>24 Days</del>	<del>156 Hours</del>
<del>10</del>	<del>25 Days</del>	<del>162.5 Hours</del>
<del>11</del>	<del>26 Days</del>	<del>169 Hours</del>
<del>12</del>	<del>27 Days</del>	<del>175.5 Hours</del>
<del>13</del>	<del>28 Days</del>	<del>182 Hours</del>
<del>14</del>	<del>29 Days</del>	<del>188.5 Hours</del>
<del>15</del>	<del>30 Days</del>	<del>195 Hours</del>
<del>16</del>	<del>31 Days</del>	<del>201.5 Hours</del>
<del>17</del>	<del>32 Days</del>	<del>208 Hours</del>
<del>18</del>	<del>33 Days</del>	<del>214.5 Hours</del>

9.01

Calendar Year

Oct. 18/22


 DANIEL STORLIN


 JIM COFFEY  
 OCT 18, 2022

For the purposes of the Agreement, the calendar year shall mean the twelve (12) month period from January 1 to December 31, inclusive.

**9.02** Vacation Entitlement for the First Incomplete Year

- a) For the first incomplete calendar year of service each newly hired employee shall be awarded a vacation credit effective the date of commencing employment with the Employer. Such credit shall be based on 1.25 vacation days per month multiplied by the number of months remaining in the calendar year. For the purposes of calculation under this article, each month shall consist of 20 working days inclusive of statutory holidays.

(e.g. Employee starts on September 1, 2022 and there are four (4) months left in the calendar year. The employee will earn five (5) vacation days [1.25 days X 4 months])

For employees who start after the first working day of the month, the remaining working days remaining in the month shall be divided by 20 and then multiplied by 1.25.

- b) Employees shall be able to access vacation in the first incomplete calendar year following the successful completion of probation pursuant to Article 5.01 (Probationary Period). Such vacation shall be taken at a time mutually agreed with the Employer.
- c) Employees shall be awarded fifteen (15) days of vacation commencing on January 1 of the year following the year of hiring. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.


(e.g. Employee starts on September 1, 2022. The employee will be awarded fifteen (15) vacation days effective January 1, 2023 and, for the purpose of this Article, will be the employee's second calendar year of employment.)

- d) Vacation Pay upon Termination During First Year of Employment

An employee whose employment is terminated for any reason during the first year of employment shall be paid 6% of gross earnings to the date of such termination less the amount of any vacation payment already received in lieu of vacation time.

**9.03** Each employee who completes five (5) years' service shall be awarded twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

For each year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty-five~~three~~ (35) working days.



#### 9.034 Vacation in Subsequent Calendar Years

Employees shall be awarded subsequent annual vacation in subsequent calendar years as follows:

Calendar Year	Working Days 5 Day Week	Working Days 9 Day Fortnight	Working Days 4 Day Week	Total Vacation Hours	Payment for Vacation <small>% Gross Earnings</small>
2-4	15	13.5	12	97.5	6%
5	20	18	16	130.0	8%
6	21	18.9	16.8	136.5	8%
7	22	19.8	17.6	143	8%
8	23	20.7	18.4	149.5	10%
9	24	21.6	19.2	156	10%
10	25	22.5	20	162.5	10%
11	26	23.4	20.8	169	10%
12	27	24.3	21.6	175.5	10%
13	28	25.2	22.4	182	12%
14	29	26.1	23.2	188.5	12%
15	30	27	24	195	12%
16	31	27.9	24.8	201.5	12%
17	32	28.8	25.6	208	12%
18	33	29.7	26.4	214.5	12%
19	34	30.6	27.2	221	12% 14%
20	35	31.5	28	227.5	14%

9.05 Payment for vacation entitlements outlined in Article 9.034 above shall be:

- a) ~~21-20~~ and 22 days — eight percent (8%) of gross earnings or current wage rate, whichever is greater.
- b) 23 to 27 days inclusive — ten percent (10%) of gross earnings or current wage rate, whichever is greater.
- c) 28 to ~~33~~ days and over inclusive — twelve percent (12%) of gross earnings or current wage rate, whichever is greater.
- 4) <sup>34</sup> 35 days ~~✗~~ - fourteen percent (14%) of gross earnings or current wage rate, whichever is greater ✓

9.06 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 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 January 1st to termination date.

9.07 Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

- a) Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period.
- b) Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.

**9.08** The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.

**9.09 Past Service Credits**

All employees re-entering employment with the Employer within 6 years of their earlier termination will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.

**9.10** Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

**9.11 Vacation Carryover**

~~a) All vacations must be taken within one (1) calendar year of being earned.~~

~~b) Following the period outlined in Article 9.11(a), employees shall be permitted to carry up to five (5) vacation days forward from one (1) calendar year to be used the following calendar year.~~

~~c) Further requests Requests to carry forward vacation for one (1) additional calendar year will not be unreasonably denied.~~

a) All vacations must be taken within ~~one (1)~~ the calendar year they were awarded of being earned. Requests to carry forward vacation for one (1) additional calendar year will not be unreasonably denied.

Handwritten signature and initials in the bottom right corner of the page.

8/31/2022

The following is the Employer's counter to UP11v2 tabled July 14, 2022.

## ARTICLE 10 - LEAVE of ABSENCE

**10.01** An employee may apply for, and where possible receive, up to six (6) months unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing.

An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position.

### 10.02 Bereavement Leave

- a) In cases of death in the immediate family, i.e. spouse, (including same sex partner), common-law spouse, son, son-in-law, daughter, daughter-in-law, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren an employee shall be granted up to three (3) working days leave of absence with full pay. Bereavement leave will also be considered in cases where the employee can demonstrate that their relationship to a deceased person was exceptionally close. Such requests will not be unreasonably denied. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off. An additional two (2) days annually may be granted and taken from an employee's sick leave bank.
- b) Employees who have to travel out-of-province or overseas or from remote areas may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

### 10.03 Pregnancy, Parental and Adoption Leave

\*Delete existing Chart

#### a) Maternity leave

(1) A pregnant employee who requests maternity leave is entitled to up to seventeen (17) consecutive weeks of unpaid leave as per the Employment Standards Act, which must be taken during the period that begins

- (i) no earlier than thirteen (13) weeks before the expected birth date, and
- (ii) no later than the actual birth date

and ends no later than seventeen (17) weeks after the leave begins.

(1.1) An employee who requests maternity leave after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than (17) weeks after that date.

*Erin  
Simpson*

*Sh*

- (2) An employee who requests maternity leave after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (3) An employee who requests maternity leave is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under Article 10.03(a)(1)(1.1) or (2).
- (4) A request for leave must
  - (a) be given in writing to the employer.
  - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (c) be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 10.03(a)(3).
- (5) If an employee on leave under Article 10.03(a) proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.
- (6) An employee who has completed six (6) months of service and has applied for and receiving EI maternity benefits, are also eligible for Employer paid Supplement to Employment Insurance Benefits (SEB) of one-hundred percent (100%) pay for one (1) week EI waiting period plus top-up to one-hundred (100%) of normal gross pay for an additional sixteen (16) weeks.
- (7) An employee who experiences absences due to pregnancy related medical complications before and after the leaves covered by Article 10.03 shall have those absences covered under Article 11.01 Sick Leave.

**b) Parental leave**

- (1) As per the Employment Standards Act, an employee who requests parental leave is entitled to:
  - (a) for a parent who takes maternity leave under Article 10.03(a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under Article 10.03(a).

(b) for a parent, other than an adopting parent, who does not take maternity leave under Article 10.03(a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and

(c) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 10.03(b)(1).

(3) A request for leave must

(a) be given in writing to the employer and state the desired length of parental leave.

(b) if the request is for parental leave under subsection (1) (a) or (b), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and

(c) upon request by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under Article 10.03 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 10.03(a)(3) or Article 10.03(b)(2).

c) Employees on approved pregnancy, parental and adoption leaves; shall:

a)(1) Shall ~~C~~continue to accrue seniority; and

b)(2) Will ~~B~~be reinstated to the position previously held, or in a comparable position with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken; and

e)(3) Are ~~B~~be eligible for up to six (6) months of additional unpaid leave beyond leave provided for under the Employment Standards Act for each pregnancy or adoption by mutual agreement upon application by the employee;

(4) Will be continuously covered on the Benefit Plan for the entirety of their leave under Article 10.03;

(5) May return to work prior to the expiration of their approved leave upon written agreement from the Employer.



There will be no change to Articles 10.04, 10.05, 10.06.

**10.07** An employee appointed to a government board or agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the board or agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be unreasonably denied.

There will be no change to Article 10.08.

**10.09 Domestic or Sexual Violence Leave**

The Employer will grant an employee up to five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

In addition, the Employer will grant in each calendar year

- a) Up to ten (10) days of unpaid leave, in units of one or more days or in one continuous period.
- b) In addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave upon request.

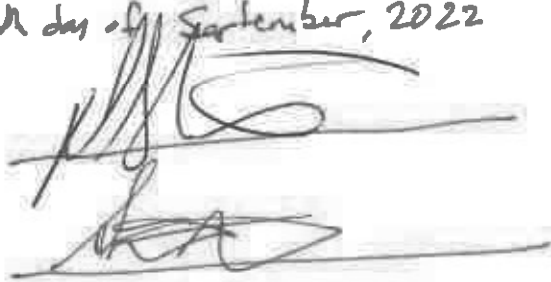
There will be no change to Article 10.10.

EX-06

Signed this 29th day of September, 2022

For the Union

For the Employer

The image shows two handwritten signatures. The top signature is for the Union, and the bottom signature is for the Employer. Both signatures are written in dark ink and are somewhat stylized. The Union signature is more complex, with many loops and flourishes. The Employer signature is simpler, with a few straight lines and a small loop at the end.





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union Number	Affected Article/ MOU	Date: October 18, 2022	Time:
UP12v3(a&b)	11	<i>Revised per ER comments October 17, 2022</i>  <i>Amend benefits to conform to Local 213 Electrical Workers' Welfare Plan</i>  <i>Combining UP#12v.2a and UP#12v.2b and cleaned up Article 11 for what it would be in renewed agreement</i>	

**ARTICLE 11 — SICK LEAVE, BENEFIT PLANS and PENSION PLAN**

**11.01 Sick Leave Bank**

- 325 (pl) \*
- a) Employees shall accumulate thirteen (13) hours per month sick leave with full pay. Such sick leave may be banked from month to month and from year to year up to a maximum of 48-50 hours. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness. Such requests shall not be unreasonable.
- i. Employees who work a 4-day week shall have sick leave deducted at 8.125 hours per each day of absence and pro-rated for absences of less than a full day.
- ii. Employees who work a 9-day fortnight shall have sick leave deducted at 7.22 hours per each day of absence and pro-rated for absences of less than a full day.
- b) All costs for obtaining any medical certificate requested by the Employer under Article 11.01(a) above shall be borne by the Employer. Where circumstances warrant further examination or detailed doctor's reports under this Article the cost of the same shall also be borne by the Employer.
- c) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave."

E&OE

Signed off this

day of

October

20

12

For the Union

For the Employer

A claim for benefits must be made under the Wage Indemnity Plan Local 213 Electrical Workers' Welfare Plan (Plan 'A') "the Plan." for any disability that results in time loss in excess of the prescribed waiting period.

The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan.

"Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

d) **Extended Sick Leave Without Pay** [moved from 11.04] (keep as is)

Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

e) **Long Term Disability** [moved from 11.10]

~~The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [\$3,000.00]).~~

An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on the employee's return.

**11.02 Medical Plan** (keep as is)

A medical plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay the full premium cost for the employee's coverage under such a plan.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



### 11.03—Wage Indemnity Plan Benefit Plan

The Employer shall continue to provide all employees covered by this Collective Agreement, the level of benefits ~~and~~ as provided under Plan A coverage under the Local 213 Electrical Workers' Welfare Plan (the Plan) and any new or improved benefits that are added to the Plan. All Plan benefits costs for employees shall be borne by the Employer.

*A*

The Union Weekly Wage Indemnity Plan (1-8-39 plan providing seventy five percent (75%) of earnings when unable to work due to sickness or accident) shall be made available to all regular and regular part time employees. The Employer shall pay the full premium cost for the employee's coverage under such plan. The Employer will continue to remit premiums for health and welfare benefits as required during periods on wage indemnity.

1-8-39 means benefits payable upon:

1 = 1<sup>st</sup> day of injury

8 = 8<sup>th</sup> day of illness or hospitalization

39 = maximum 39 weeks

11.05

#### a) Extended Health Benefit Plan:

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of six hundred dollars (\$600.00) every twenty four (24) months. Complete EHB coverage details are contained in the most recent PBC booklet or website. Premium costs shall be fully paid by the Employer.

The Parties agree that this plan shall be a Lowest Cost Alternative (LCA) plan. The LCA plan, in conjunction with the provincial government's Fair PharmaCare program will continue to provide the same level of benefit as the previous extended health and dental plans, including, where required, brand name medicine. The LCA plan includes a cap of ten dollars (\$10.00) dispensing fee for any prescriptions, and a manufacturer's mark up limit of eight percent (8%).

Enrolment in the BC Fair PharmaCare program is mandatory for coverage.

All extended health services are subject to the twenty five dollar (\$25.00) annual deductible, the eighty percent (80%) coverage until the cost of services reaches one thousand dollars (\$1,000.00), and then one hundred percent (100%) of coverage thereafter.

Other coverages and limitations are outlined in the Pacific Blue Cross benefit pamphlet.

(Eyeglass/Contacts coverage to increase to \$600/24 months)

#### b) Dental Plan:

The dental plan shall be made available to all employees. Premium costs shall be fully paid by the Employer.

Part A ————— one hundred percent (100%)

Part B ————— sixty percent (60%)

————— Porcelain caps/crowns (2.1% cost to Employer to Part B rates)

E&OE

Signed off this

18<sup>th</sup>

day of

October

2022

For the Union

For the Employer

*[Signature]*

*[Signature]*

**11.04 Pension Plan [see UP#12v2(c) and UP#26v2 October 17, 2022]**

- ~~\_\_\_\_\_~~ a) ~~Employer contributions to COPE Union Pension Plan shall be as of December 31, 2001 ten and one quarter (10.25%) of salary~~
- ~~\_\_\_\_\_~~ b) ~~Hours on which payment shall be based are as follows:~~
  - ~~\$ \_\_\_\_\_ Annual Vacation~~
  - ~~\$ \_\_\_\_\_ Straight time hours worked~~
  - ~~\$ \_\_\_\_\_ Statutory Holidays~~
  - ~~\$ \_\_\_\_\_ Banked overtime hours if taken in pay~~
  - ~~\$ \_\_\_\_\_ Straight time equivalent of overtime hours if not banked~~
  - ~~\$ \_\_\_\_\_ Paid Sick Leave~~
- ~~\_\_\_\_\_~~ c) ~~Contributions shall be made for all employees who are not covered by Employer's existing pension plans.~~
- ~~\_\_\_\_\_~~ d) ~~All employees hired after January 13th, 1982, shall be enrolled in the COPE Union Pension Plan.~~
- ~~\_\_\_\_\_~~ e) ~~The Employer shall make payment to the Trustees of the COPE Union 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 MoveUP, Local 378, Canadian Office and Professional Employees Union.~~
- ~~\_\_\_\_\_~~ f) ~~MoveUP, Local 378, Canadian Office and Professional Employees Union will send a copy of the annual statement of the Pension Plan to the President of the Vancouver & District Labour Council, no later than one (1) month from the date of a written request by an Employer party to this Agreement.~~

**11.07 ~~Group Life Insurance:~~**

~~The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide seventy thousand dollars (\$70,000.00) for Life Insurance Coverage and Accidental Death and Dismemberment benefits to age seventy (70) years.~~

**11.08 ~~E.I. Premium Rebate:~~**

~~The Employer agrees that five twelfths (5/12ths) of the E.I. Premium Reduction will be paid back to the employee annually, where applicable.~~

**11.09 ~~Benefit Plan Coverage:~~**

~~Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by the employee.~~

**11.11 ~~Employee Assistance Program~~**

- ~~\_\_\_\_\_~~ a) **Purpose**  
~~The purpose of the employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.~~
- ~~\_\_\_\_\_~~ b) **Nature of Program**  
~~The Employer shall provide an employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.~~
- ~~\_\_\_\_\_~~ c) **Participation**

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



- ~~\_\_\_\_\_ All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the employee Assistance Program.~~
- ~~\_\_\_\_\_ d) **Funding**~~
- ~~\_\_\_\_\_ All costs relating to the employee Assistance Program shall be borne by the Employer.~~

E&OE

Signed off this

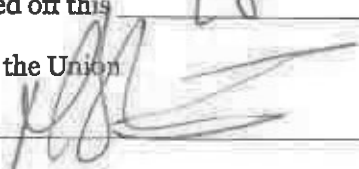
18<sup>th</sup>  
day of

October

22  
20

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: October 18, 2022	Time:
UP12v3(c)	11	<i>Revised per ER comments July 14, and September 6, 2022</i> <i>Amend-11.03 reference IBEW 213 Pension Plan and pension contributions agreed to on October 18, 2022</i>	

**ARTICLE 11 – SICK LEAVE, BENEFIT PLANS and PENSION PLAN**

**11.03 Pension Benefits**

The Employer will provide pension contributions for all employees covered by this Collective Agreement with the IBEW 213 Inside Electrical Workers' Agreement. Hours on which payment shall be based are as follows:

Annual Vacation

Straight time hours

Statutory Holidays

Banked overtime hours if taken in pay

Straight time equivalent of overtime hours if not banked

Paid Sick Leave

Other approved paid leaves under the Collective Agreement

Employer contributions shall be as follows:

Year 1: 10.5 percent of salary (verbally agreed to as date of ratification)

Year 2: 11 percent

Year 3: 11.5 percent

Year 4: 12 percent

E&OE  
Signed off this

day of

22  
20

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP13	12	October 18, 2022	
		Renewed existing language	

**ARTICLE 12 – WAGES**

- 12.01** Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- 12.02** a) Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.
- b) All job classification disputes which are not resolved may be referred to the Joint Labour Management Committee for recommendation prior to the arbitration.
- 12.03** a) It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employee's wage rate unless otherwise specifically provided for by this Agreement. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer.
- c) The Employer may pay an employee above the minimum wage scale, and/or accelerate the advancement of the wage schedule upon agreement of the Union. Such request must be in writing.
- d) If it is the intention of the Employer to hire an employee whose duties fall outside the existing categories contained in this Agreement, the Employer must notify the Union before hiring.
- 12.04** 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

E&OE

Signed off this

18<sup>th</sup>

day of

October

20

22

For the Union

For the Employer

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.

**12.05** Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between employees in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

**12.06** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

**12.07** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee fulfils the duties of the higher job.

If the assignment is for less than half (1/2) a day, a time bank shall be established and the hours of each partial day assignment shall be added to it. When the hours of a full working day have been reached the temporary promotion shall be paid. If there is any time remaining beyond the full working day, it shall remain in the time bank.

**12.08** Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.

**12.09** The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

E&OE

Signed off this

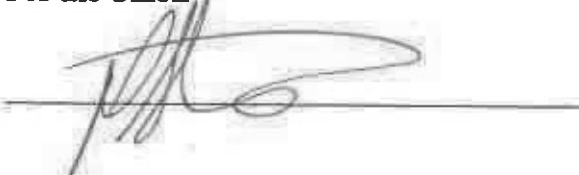
18<sup>th</sup>

day of

October

2022

For the Union



For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP14	13	Renewed existing language	

**ARTICLE 13 – SENIORITY**

- 13.01** Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An employee laid-off and placed on the recall list under Article 14.07, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05** Regular part-time employees will be considered as regular employees and credited with seniority on a pro rated basis consistent with the period employed.
- 13.06** When on approved leave of absence on Union business under Article 6.05 and 6.06; sick leave and extended sick leave under Article 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01, will be credited with accumulative seniority as defined in Article 13.07.
- 13.07** Accumulative seniority is defined as total elapsed time as a member of the Union and an employee within the bargaining unit.
- 13.08** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

E&OE

Signed off this

6<sup>th</sup>

day of

September

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22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 6	Time:
UP15v3	14.06; 14.07	<i>AMEND and renew existing language</i>  <i>Counter to ER counter</i>	

**ARTICLE 14 – JOB POSTINGS, PROMOTION, LAYOFF AND RECALL**

**14.01** The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.

Each regular vacancy and/or new position shall be posted on the Employer's premises for five (5) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting.

Employees who are absent from their place of employment may make a preliminary application for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

All employees applying for the job posting shall be notified, in writing, of receipt of their application and whether they have been successful in receiving the new job.

**14.02** Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at the employee's length of service step with the Employer.

E&OE

Signed off this

6<sup>th</sup>

day of

October

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For the Union

For the Employer

#### **14.03 Layoff:**

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives as soon as possible. Once the Employer has met with the Union the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first laid-off from that job;

- a) The laid off employee may elect placement rights into any vacancy in their former job classification or into a vacancy of a similar classification for which the employee is qualified; or
- b) They may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.
- c) Employees who are displaced from their jobs, as a result of such bump-back procedure, shall have the right to the placement provisions as noted in (b) above or to displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

#### **14.04 Change of Status**

Impacted employees are not required to change status (full time to part time or part time to full time) to take a vacancy placement or a bump; in which case the employee is laid off.

#### **14.05 Notice of Lay-off:**

All regular employees shall be given in writing the following notice of lay-off or salary in lieu of notice:

- a) Two (2) weeks' notice where the employee has been employed less than three (3) years;
- b) After the completion of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional weeks' notice up to a maximum of eight (8) weeks' notice;
- c) In the event of office closure, Article 14.05(b) will apply. (This shall not apply to temporary job sites.); and
- d) Health and welfare benefits will continue to be paid by the Employer during times of notice of lay-off or salary in lieu of notice period. (Article 11)

The period of notice shall not coincide with an employee's annual vacation.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



## 14.06 Recall

- a) Any regular or regular part-time employee with six (6) months or more of service 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~~ eighteen (18) months. Any employee so affected may choose to terminate their employment at any time during the recall period and receive severance pay in the amount of one (1) week for each year of service to a maximum of twelve (12) weeks.
- b) An employee's right to recall under this Article is lost if:
- i. the employee elects to receive severance pay under Article 14.06(a);
  - ii. the employee refuses to accept two (2) positions of equal or greater percentage of time compared to the employee's original appointment for which the employee possesses the necessary qualifications;
  - iii. eighteen (18) months elapse from the date of layoff and the employee has not been re-engaged;
  - iv. the employee notifies the Employer that the employee is no longer available;
  - v. 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;
- c) Article 14.06(b) does not apply if, at the time of such offers, the employee would be entitled to leave under Article 10.03 (Pregnancy, Parental, Adoption Leave).

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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**14.07 Notice of Recall**

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 possibly 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 having to give notice to another Employer shall be deemed as having complied with this ten (10) day period.

**14.08** Employee on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

**14.09** Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union		Date: September 28/2022 <i>Oct 6/22</i>	Time: <i>10:15 am</i>
Number	Affected		
UP16v2	15	To be renewed	

**ARTICLE 15 – GENERAL**

- 15.01** 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.
- 15.02** The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.03** No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or assigned by the Employer to any shop, agency or person outside the bargaining unit.

Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the bargaining unit employees.

Incidents of concern will be raised with the Labour Management Committee; however, this will not preclude the filing of a grievance.

**15.04 Expenses**

The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)

**15.05 Tuition Fees**

The Employer agrees to pay tuition fees for approved continuing education courses, upon their successful completion as follows:

- a) 100% tuition – courses that relate directly to the assigned work of an employee.
- b) 50% tuition – courses that assist the employee to reach aspirational goals with the Employer.

Courses must be employment-related and approved, in writing, by the Employer in advance.

E&OE

Signed off this 6<sup>th</sup> day of October 2022

For the Union

For the Employer

### 15.06 Joint Labour Management Committee

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) which shall meet a minimum of three (3) times per year, for the purpose of discussing and making recommendations to the Parties on issues relating to the workplace that affect the Parties or any employee bound by this agreement.

The purpose of the JLMC is to promote the cooperative resolution of workplace issues as well as other related matters that may be referred to it by the Parties.

### 15.07 Job Share

#### DEFINITION

Job share is defined as dividing all the functions of one (1) regular position between two (2) regular employees, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time regular position can only be job shared with the approval of the Employer and the Union. The Employer is responsible for communicating the requirements of the job to both employees.

#### 1. GENERAL

- a) The Parties agree that all terms and conditions of the Collective Agreement that are in force and effect shall apply unless specifically altered herein.
- b) Only regular employees are eligible to participate in job share arrangements unless otherwise mutually agreed by the Parties. This can include a regular employee hired to fill the balance of a job shared position.
- c) A job share employee (other than a temporary employee as mutually agreed in 1(b) above), shall be classified as a regular part-time employee.
- d) Overtime premiums will be paid to each job share partner who works longer than 6.5 hours in a day or 32.5 hours in a week. A job share partner may work additional hours for the Employer beyond their normal job share schedule at the appropriate rate for the work and at straight time pay up to 6.5 hours in a day or 32.5 hours in a week.
- e) All job share employees must meet the qualifications of the position to be job shared.
- f) The position identified for job share must be held by one (1) of the current incumbent employees.
- g) The regular position left vacant when two (2) regular employees job share will be posted in accordance with the provisions of the Collective Agreement, except as outlined in the trial period in 3 (a) below.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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- h) Job share arrangements shall be cost neutral (\*see point 8) to the Employer.
- i) Benefits, vacation and other length of service entitlements, seniority, statutory holidays and other perquisites shall be pro-rated.
- j) Medical and other appointments will be scheduled on a job share employee's normal day off unless it is not possible such as a specialist appointment that cannot be rescheduled.

## 2. PROCEDURE

- a) Regular employees wanting to job share may submit a proposal to their Employer for a job share arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed.
- b) The Employer may also propose a job share arrangement, subject to agreement of the affected employees and Union.
- c) Details which must be considered in the submission include:
  - 1. Which position will be job shared.
  - 2. Which functions within that job will be shared and which functions will be performed by only one partner.
  - 3. How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.
  - 4. Preferred work schedule of each partner and preferred start date.
  - 5. Other information required by the Employer.
- d) For each job share arrangement, there must be a written understanding signed by each job share partner, the Employer and the Union.
- e) Subject to operational efficiency, requests for job share shall not be unreasonably declined by the Employer.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union \_\_\_\_\_

For the Employer \_\_\_\_\_





### 3. TRIAL PERIOD

- a) In order to allow the Parties a reasonable time to test the suitability of the individual job share arrangement, a six (6) consecutive calendar month trial period will be in effect at the beginning of each job share arrangement. Any temporary vacancy that is created may be filled without posting for the six (6) month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.
- b) During the trial period, the Employer, the Union or either job share partner may terminate the job share with a minimum of thirty (30) days written notice.
- c) In the event that the job share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects. If there is no previous position for an employee to return, they shall be laid off and placed on the recall list.

### 4. JOB SHARE CONDITIONS

- a) Full-time regular employees who enter a job share arrangement shall change their status to regular part-time and be paid the rate for the job shared position. In the case of a demotion, there will be no blue circle or red circle salary treatment as a direct result of job share.
- b) A job share arrangement will not invoke the provisions of Article 17 (Technological, Procedural Change).

### 5. JOB SHARE PARTNER ABSENCE

- a) Where an employee in a job share arrangement is temporarily absent from work for any reason, the Employer shall first offer the work to the remaining partner in the job share. In such instances, the extra hours worked, up to a maximum of 6.5 hours per day and 32.5 hours per week, will be paid at straight time rates.
- b) The remaining partner will retain their status as a regular part-time employee for the duration of the partner's absence. If the remaining partner declines to accept the extra hours the Employer may fill the vacancy with a temporary employee.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer


## 6. FILLING A JOB SHARE VACANCY

In the event one of the partners leaves the job share and where the parties agree the job share should continue, the vacancy will be dealt with as follows:

- a) If no suitable partner can be found, the remaining partner will have the option of filling the position on a full-time basis.
- b) If the remaining partner declines the option, the employee will be placed directly onto the recall list and the full-time position will be posted.

## 7. TERMINATION OF A JOB SHARE ARRANGEMENT

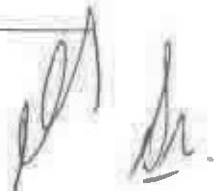
- a) Individual job share arrangements may be terminated by the Employer with a minimum of sixty (60) days' notice.
  - b) If the Employer terminates the job share arrangement, the job share partners will revert back to their previous positions and conditions of employment, and any other employee displaced as a result will have access to the provisions of Article 14.
  - c) If one partner voluntarily leaves, the remaining partner will have the option of filling the vacant portion of the position without posting. If the remaining partner declines the option of filling the full time position that employee will be placed directly onto the recall list and the full time position will be posted.
  - d) If both job share partners agree to terminate the job share arrangement, the job share partners will revert to their previous positions and conditions of employment, and any other employee displaced as a result will be placed directly on the recall list without access to the provisions of Article 14.
8. NB. The Employer understands, with the exception of 7(b) above, "cost neutral" means that there will be no additional cost in wages, benefits or other collective agreement costs incurred under this agreement.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 6, 2022	Time:
UP17v3	16.02	<i>AMEND per ER July 13, 2022 counter and ER comments of October 6, 2022</i>  Article 16.02 sections lettered for ease of reading.	

**ARTICLE 16 – DISCIPLINE AND TERMINATION**

**16.01 Just Cause**

The Employer has the right to discipline or terminate an employee for just cause. The burden of proof of just cause rests with the Employer. Such discipline or termination may be subject to the grievance procedure outlined in Article 18.

**16.02 Imposition of Discipline**

- a. Where an employee is under investigation by the Employer for any cause, the employee and the Union shall be notified of the allegation(s) in writing at the earliest reasonable time, unless substantial grounds exist for concluding that such notification would prejudice the investigation.
- b. ~~With the exception of~~ Except for a verbal warning, the Employer will provide the employee and the Union with a statement, in writing, at the time of the discipline or termination clearly establishing the reason for such discipline or termination. A designated representative of the Union must be present at all disciplinary and/or termination meetings. Attendance at such meetings will be without loss of pay.
- c. An employee shall have the right to have the Job Steward(s) or Union Representative of the Union present at any discussions with the Employer that the employee believes may be the basis of disciplinary action.
- d. Where the Employer intends to meet with an employee for disciplinary purposes, or impose discipline, they shall notify the employee, Job Steward and/or Union Representative.

E&OE

Signed off this

6<sup>th</sup>

day of

October

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For the Union

For the Employer

### 16.03 Remedy

If the discipline or termination imposed is found to be unjustified the employee will be made whole, as if the discipline or termination never occurred. The remedy may be varied by the Parties or the Board of Arbitration appointed pursuant to the terms of this Agreement.

### 16.04 Personnel File

An employee shall be entitled to review their personnel file upon request and with reasonable notice and in the event of a grievance. Disciplinary action shall be removed from an employee's file after twelve (12) months for verbal or written warnings, and, after twenty four (24) months for a suspension provided the employee has been discipline free for the respective twelve (12) or twenty-four (24) month period.

E&OE

Signed off this

6<sup>th</sup>

day of

October

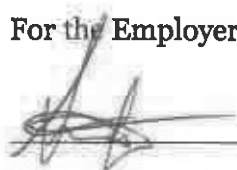
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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 7, 2022	Time:
UP18v2	17	Renew	

**ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

**17.01 Definition, Notice, Disclosure and Consultation**

- a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.
- b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.
- c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

**17.02 New Training**

Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employees.

**17.03 Recall**

In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article, shall receive all the benefits the employee accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

**17.04 Recall Period Extension**

A specified extension of the recall period, where recall is applied under Article 17.03, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

E&OE

Signed off this

6<sup>TH</sup>

day of

October

20

22

For the Union

For the Employer

**17.05 Severance Pay**

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay due to automation shall be two (2) weeks per year of service to a maximum of thirty-two (32) weeks total severance payable. The amount of such severance due to changes in procedures, mergers or suspension of business shall be two (2) weeks per year of service to a maximum of twenty-four (24) weeks total severance payable. Severance pay shall be payable to an employee immediately upon termination.

**17.06 Off Premises Equipment:**

The Employer agrees that no computer equipment shall be placed in an employee's residence.

E&amp;OE

Signed off this

6<sup>th</sup>

day of

October

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22

For the Union



For the Employer



Tues 6, 2022 @ 2:40pm



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: September 6, 2022	Time: 2:00pm
UP19v2	18	No Changes -To renew existing language with one amendment per ER 13v1	

**ARTICLE 18 – GRIEVANCES**

All complaints or grievances resulting from the operation or interpretation of this Agreement or in any way affecting relations between the Employer and the employees or the Union, shall be handled in the following manner:

**Complaints**

An employee and/or a designated Union representative may discuss a complaint with the appropriate Employer representative prior to initiating a grievance. This discussion would normally take place within fifteen (15) working days of the incident giving rise to the complaint.

**Grievances**

All grievances shall be submitted in writing within twenty (20) working days of the incident:

- Setting out the nature of the grievance
- Stating the provision(s) of the Agreement at issue
- Stating the redress or other action required to resolve the matter

Throughout the grievance procedure, in attempting to reach resolution, the Parties may fashion such settlements that are mutually agreeable. All grievances shall be resolved without stoppage of work.

**Grievance Process**

Within fifteen (15) working days of receipt of the written grievance, the Parties will meet to seek resolution. More than one (1) meeting may be held in order to conclude the matter. The grievor may attend all grievance meetings with no loss of pay.

The Party hearing the grievance will provide a written response upholding or denying the grievance within ten (10) working days of the meeting.

E&OE  
Signed off this 27<sup>th</sup> day of September 2022

For the Union

For the Employer

Within ten (10) working days of receiving the response, the Party presenting the grievance will, in writing, either accept the other's response or move the matter forward.

If the grievance is settled, the resolution will be implemented without delay.

### Referral to Third Party

If the matter is not resolved, either Party may refer the matter to a third party. ~~By mutual agreement, the referral may be to Alternate Dispute Resolution (ADR). Referral to arbitration may be made by either Party without mutual agreement.~~

Timelines outlined in this Article may be extended by mutual agreement between the Parties.

E&OE

Signed off this

27<sup>th</sup>

day of

September

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22

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP20	19.01-19.03	ADD reference to list of arbitrators	

**ARTICLE 19 – ARBITRATION**

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to either expedited or full arbitration as follows:

**19.01 Expedited Arbitration - Alternate Dispute Resolution (ADR)**

Expedited arbitration is intended to provide a timely resolution with minimal formality. The terms are:

- Mutual agreement by both parties is required;
- Neither side shall be represented by lawyers hired for this purpose;
- Neither side will call witnesses except by mutual agreement;
- 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 for British Columbia to appoint the arbitrator after exhausting the list of arbitrators in Article 19.03.
- Every effort will be made to complete the hearing in one working day;
- If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days;
- Awards will be limited to the decision with a summary of the arbitrator's reasons;
- All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances;
- 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; and
- Should either Party wish to withdraw the grievance from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the expedited arbitrator if one has been secured. In these circumstances, the Party opting out shall be responsible for any cancellation fees charged by the expedited arbitrator.

E&OE  
Signed off this

27<sup>th</sup>

day of

September

2022

For the Union

For the Employer

### **19.02 Full Arbitration**

1. Either Party may refer the matter to full arbitration by written notice to the other Party.
2. 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 for British Columbia to appoint the arbitrator.
3. The arbitrator's decision shall be in writing. This decision will be precedential, and final and binding upon the Employer, the Union and each employee affected.
4. The arbitrator will retain jurisdiction of the dispute and have jurisdiction to resolve matters that may arise with regard to their decision.
5. Each Party shall pay their own costs and expenses of the Arbitrator and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator.

### **19.03 List of Arbitrators**

The parties agree to consider the following list of arbitrators under Article 18 (Grievances) and Article 19 (Arbitration) before considering other arbitrators appointed by the BC Labour Relations Board:

Mark Brown  
Rick Coleman  
Jacquie de Aguayo  
Elaine Doyle  
John Hall  
Alison Matesheski  
Arnie Peltz  
Amanda Rogers

E&OE  
Signed off this

22<sup>nd</sup>

day of

September

20 22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 6, 2022	Time:
UP21v2	20	Amend – to renew existing language	

**ARTICLE 20 – HEALTH AND SAFETY**

**20.01 Eye Examinations and VDT Eyewear:**

Employees who are required to work with Video Display Terminals -computer monitors on a regular basis shall be entitled to the following:

- Eye examination by an Optometrist of the employee's choice once per year.
- The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.
- Employees who are far-sighted, or who wear bi-focals, may require a different pair of glasses/contact lenses with a focal point of 18 to 24 inches for working at a VDT. The cost of these should also be covered by the Employer up to a maximum of \$200 every two (2) years.

**20.02 Office Equipment and Ergonomics:**

The Employer will supply reasonable and adequate office equipment (to include work stations) and will provide instruction in safe and proper usage of office equipment.

The Employer will consult with the affected employees prior to purchasing and introducing new or upgraded equipment.

All office equipment must meet WCB and Federal Government safety standards. The Employer will further provide ergonomic assessments in cases of new workstations or new employee, and will not unreasonably deny employee's requests for additional ergonomic assessments and adjustments as recommended by a registered occupational therapist or equivalent expert.

E&OE

Signed off this

6<sup>th</sup>

day of

October

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For the Union

For the Employer

### 20.03 Safe and Secure Workplace

The 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: transportation; ensuring the presence of at least one (1) 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

8<sup>th</sup>

day of

October

20

22

For the Union



For the Employer



2022 Negotiations between  
IBEW Offices Administration Employees  
and the IBEW Employer Group, IBEW 213, EJTC and EWWP  
July 2022

**E13rev1. Article 21**

*revised July 15, 2022*

replaces E13 dated July 13, 2022

**Non-Monetary Proposal** – Remove restrictive timeline

**Housekeeping** – Bargaining Unit only & Clean up Article

Intent:

Remove 30-day restriction on reporting

Article applies to Bargaining Unit only – not “all employees” and clean up Article structure

**PROPOSED CHANGES:**

**21.01**

The Union and Employer recognize the right of employees to work in an environment free from bullying and harassment, and shall take such actions as are necessary to provide this environment. Harassment can be sexual and/or personal; neither will be tolerated. This Article applies to any issue arising where a person who falls under this agreement is directly involved. ~~all persons in the workplace.~~

- a) **Sexual harassment** means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- (i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- ~~a)~~ **Personal harassment** means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the British Columbia Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, or family status, and physical & mental disability, criminal conviction, ancestry, and political belief) that is likely to cause offence or humiliation to any person.
- ~~b)~~ **Bullying** refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

**Procedures:**

- (i) An employee who wishes to pursue a concern arising from an alleged violation of this policy shall submit a complaint, in writing, ~~within thirty (30) days of the latest alleged occurrence~~ to their Union Representative. The Union Representative shall then raise the concerns directly to the appropriate

2022 Negotiations between  
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July 2022

Representative(s) of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Article 21.01(iii) herein.

- (ii) An alleged offender shall be given notice of the substance of such a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this Article.
- (iii) An employee who wishes to pursue a concern arising from a violation of this Article may submit a grievance. ~~All incidents occurring prior to the identified time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the allegation being grieved.~~
- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (v) Pending determination of the complaint, the Employer may take interim measures to separate the complainant and respondent concerned if deemed necessary.

E&OE

Signed off this

6<sup>th</sup>

day of

September

20 22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP25	24	NEW- Impact of Legislation	

**Article 24 - 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 July

2022

For the Union

For the Employer

Tuesday October 18, 2022

Employer Counter Proposal for "Monetary Proposal" Ups 26

**TERM and APPENDIX 'A' – WAGES**

4 Year term from January 1, 2022 to December 31, 2025 inclusive.

Effective January 1, 2022 (Retroactive) all Categories\* will receive a 1.0% wage increase

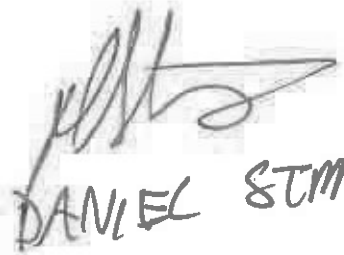
Effective July 1, 2022 (Retroactive) all Categories\* will receive a 2.0% wage increase


Upon date of ratification all Categories will receive a signing bonus of ~~\$1,500~~ \$750.00 ph

Effective January 1, 2023 all Categories\* will receive a 5.0% wage increase

Effective January 1, 2024 all Categories\* will receive a ~~4.0%~~ 4.5% wage increase ph

Effective January 1, 2025 all Categories\* will receive a ~~4.5%~~ 5.0% wage increase ph

  
DANIEL STIMM  
October 18, 2022

  
Jim WIRTH  
OCT 18, 2022





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213WP  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		October 18, 2022	12:30 pm
UP27	Appendix B & C	NO CHANGE-to renew existing language	

**APPENDIX "B" - JOB DESCRIPTIONS**

**CATEGORY 1 - Office Assistant**

Employees in this category are typically hired as casual employees to provide assistance from time to time for a specified purpose as outlined below. They work under direct supervision.  
Superseded Job Titles may include: Clerk, Data Entry Clerk I

**BASIC PURPOSE**

- To assist with basic clerical support functions on an as and when needed basis.

**DUTIES AND RESPONSIBILITIES**

1. Performs a variety of basic clerical and support functions including answering telephones, stuffing envelopes, assisting with mail-outs, filing, and data entry as needed.

Note: employees in this category are expected to perform data entry functions and may use spreadsheets for the data entry. They are not expected to perform word processing.

**EQUIPMENT USED**

- Photocopier, postage machine, folder, collator, fax, PC (for data entry), switchboard.

**QUALIFICATIONS**

- Grade 10 or six (6) months office experience.

**CATEGORY 2 - Administrative Assistant 1**

Employees in this category perform a variety of office functions with or without supervision. Employees may perform duties ranging from a basic to intermediate level in the use of office applications.

Superseded Job Titles may include: Clerk Stenographer, Data Entry Clerk II, Word Processing Operator I and II, Secretary, Assistant Bookkeeper, Data Control Clerk, Pension/Health and Welfare Benefits Agents I, Dispatcher.

**BASIC PURPOSE**

- To provide intermediate clerical and/or administrative support to the office.

## **DUTIES AND RESPONSIBILITIES**

1. Lays out and types from rough draft or verbal instructions a variety of material including correspondence, reports, minutes of meetings and forms.
2. Performs various clerical duties including data entry, takes dictation, transcribes and operates typewriter/word processing machines.
3. Performs a variety of accounting functions including utilizing basic and intermediate office applications to produce statistical, mathematical or financial applications; basic bookkeeping, prepares invoices, receives dues and incoming cash, and maintains membership records.
4. Maintains hour bank and contribution records for benefits and pension plans; calculates and enters pension benefits; receives, validates, batches and enters employer remittance reports into computer; responds to member and employer inquiries.
5. Provides job information to employers and union members regarding job vacancies, available candidates, and wage rates. Receives requests from employers, dispatches members to job sites, ensures member is in good standing, and maintains dispatch records.

## **EQUIPMENT USED**

- Photocopier, postage machine, fax, personal or network computer, switchboard, scanner, printer, dictaphone, shredder, adding machine/calculator, typewriter.

## **QUALIFICATIONS**

- Grade 12 or equivalent and dependent on the position and the needs of the office.
- 6-12 months office experience and completion of a recognized secretarial program or successful completion of basic bookkeeping, or office systems, or word processing or formal data control training and one year experience related to any of the programs noted above.

## **CATEGORY 3 - Administrative Assistant 2**

Employees in this category perform at an advanced level in the use of office applications. Employees work independently, referring unusual problems/concerns to supervisor. May be required to act as a Confidential Secretary to one (1) or more persons.

Superseded Job Titles may include: Computer Operator 1, Confidential Secretary, Office Administrator, Office Assistant, Bookkeeper, Research Assistant, Pension/Health and Welfare Benefits Agent II.

## **BASIC PURPOSE**

- Provides a variety of high level administrative, general clerical, accounting/bookkeeping, and basic technical office systems support functions.

## **DUTIES AND RESPONSIBILITIES**

1. Operates a personal computer (PC) to input, update, edit or analyze research information; prepares from draft a variety of reports, submissions, grievances, contract proposals, MOA's, Collective Agreements, media releases etc., for signature as

appropriate. May perform advanced computer related functions to create and design elementary databases to process a variety of forms, communications, reports, statistics, and statements. This can include indexing, macros and mail merge, spreadsheets and tables and creates queries to extrapolate/manipulate data; also graphics, basic desktop publishing and clipart methods for in-house or external printing.

2. Produces financial information/reports on membership dues, accounts payables/receivables, performs bookkeeping functions, monthly reconciliations, year end financial statements; prepares accounting statements and performs electronic banking. Monitors interest rates/investment income with bank and arranges for term deposits as directed.
3. Provides information, direction, support and answers enquiries on benefit and/or pension plan transactions; investigates complex claims and recommends settlement payments.
4. Maintains efficient use of software, hardware and other office equipment; maintains e-mail and voice mail systems; performs minor maintenance on office equipment; obtains quotes and makes recommendations on the purchase of new office equipment and arranges for training and provides technical assistance to others once new equipment is purchased. May be responsible for maintenance of website.
5. Ensures adequate stock of office stationary and supplies including maintaining inventory of same.
6. Assists in the planning of events, general meetings, conferences, annual banquets; this may include arranging for meals, reserving meeting rooms, arranging for travel and accommodation which may include negotiating rates.
7. Performs searches using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by offices/business agents.

#### **EQUIPMENT USED**

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, dictaphone, shredder, adding machine/calculator, typewriter.

#### **QUALIFICATIONS**

- Grade 12 or equivalent and three (3) years related experience or, depending on the position:
- successful completion of a recognized secretarial program and two (2) years related experience.
- successful completion of bookkeeping courses and two (2) years related experience.
- successful completion of office systems program and two (2) years related experience.
- successful completion of word processing courses and two (2) years related experience.
- successful completion of a certificate in computer systems plus two (2) years related experience.
- successful completion of related post secondary or trade union courses and two (2) years related experience.

## **CATEGORY 4 – Office Administrator**

Employees in this category work independently and may be responsible for the smooth operation of the office.

Superseded Job Titles may include: Computer Operator, Desktop Publisher, Print Production Artist, General Assistant, Supervisor, Office Manager, Apprentice Plan Administrator.

### **BASIC PURPOSE**

- To provide expert level administrative and/or supervisory work. This position may be responsible for the administration of the day to day workload and the work schedule of the office staff and may be responsible for the office staff.

### **DUTIES AND RESPONSIBILITIES**

1. Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, layoffs of employees; responsible for the allocation of work; organizing the office workflow and sets priorities of the workload.
2. May be required to provide an advanced level of administrative or technical support to any of the following: coordinating apprenticeship and journeyperson upgrading courses; responding to inquiries regarding apprenticeship programs and application processes; liaises with contractors and training coordinator to track progress; preparing and maintaining database to track work experience and technical training; informing employers/union/health and welfare plans of apprentice wage increases and other changes; and preparing reports for elected officials.
3. Assists Secretary-Treasurer with forecasting, budgeting and preparation of reports for officers. Independently monitors the budget and reconciles variances; maintains all financial records and liaises with auditors/trustees.
4. Calculates pension benefits using Family Relations Act and Pension Benefits Standard Act. Reviews court orders and separation agreements; calculates proportionate shares, provides actuary with information regarding retirement options; corresponds with members and former spouses; upon termination, retirement or death, reviews members' pension data and refers to pension assistant for processing; may provide assistance to the payment clerk in setting up new retirees, produces cheques for transfer of pension monies; may assist pension assistant in checking calculation worksheets processing calculations.
5. Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.
6. Uses typographic and layout skills and a variety of graphics software (such as Adobe, Photoshop, Coreldraw) to prepare digital camera-ready art for print reproduction.
7. Performs research using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by officers/business agents.

### **EQUIPMENT USED**

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, dictaphone, shredder, adding machine/calculator, typewriter.

## **QUALIFICATIONS**

Grade 12 or equivalent and four (4) years related experience or, depending on the position:

- successful completion of a diploma program in computer systems and one (1) year related experience.
- successful completion of desktop publishing courses and two (2) years related experience.
- successful completion of recognized accounting courses and two (2) years related experience.

## APPENDIX "C"

### HEALTH AND WELFARE/BENEFIT PLAN OFFICES – TASK LIST

#### CATEGORY 3 – See also Appendix "B"

##### Clerk-Stenographer

Maintain enrolment records:

- set up file for new contributors.
- record changes of address/dependents/coverage on cards or enter into computer.
- advise carriers of changes.
- update information system regularly to remove inactive members.

#### CATEGORY 4 – See also Appendix "B"

##### Steno-Bookkeeper

Perform any of the following:

1. Maintain hour bank and contribution records for benefits and pension plans.
  - receive, check, batch and enter Employer remittance reports into computer or post manually.
  - calculate pension benefits and enter into computer or ledger.
  - receive self-payments, check and enter into computer or ledger.
  - deposit funds received.
  - process reciprocal transfer of hours.
  - balance hour bank accounts.
  - prepare status reports on a regular basis.
2. Answer member enquiries/Employer enquiries.
  - provides information in regard to non-routine enquiries.
3. Validate claims for payment.
  - determine eligibility of claimant for benefits.
  - check receipts.
  - check calculations.
  - prepare payment documents.

E&OE

Signed off this

18<sup>th</sup>

day of

October

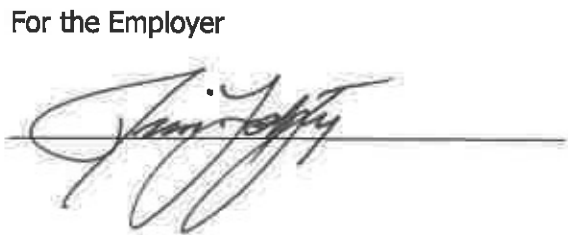
20

22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 14, 2022	Time: 10:00am
UP28v.2	LoU #2	– to renew existing language Revised LoU number	

**LETTER OF UNDERSTANDING No. 21  
HOURS OF WORK**

**BETWEEN: ~~VANCOUVER AND DISTRICT LABOUR COUNCIL~~**

**International Brotherhood of Electrical Workers Union, Local 213  
International Brotherhood of Electrical Workers Union, Local 213 Welfare Plan  
International Brotherhood of Electrical Workers Union, Local 213 Joint Training  
Committee**

~~Negotiating for Trade Unions party to the Master Office Agreement for  
Trade Union Offices~~

**AND: MoveUP, Local 378 Canadian Office and Professional Employees  
Union**

- (a) Article(s) 7.01 through 7.03 will be renewed. It is clearly understood that MoveUP may pursue additional changes in existing hours of work pursuant to the "NOTE" under Article 7.03.
- (b) Any existing arrangements providing for a four (4) day work week or a nine-day fortnight (or such arrangements agreed to during the term of the Collective Agreement) will not be changed during the term of the collective Agreement except by mutual agreement between the Employer and the Union. This undertaking is to be incorporated into a Letter of Understanding between the Parties.

E&OE

Signed off this 14<sup>th</sup> day of July 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IBEW 213  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 17, 2022	Time: 10:00am 12:00pm
UP33	LOU #4	NEW Appendix B and Appendix C Joint Review Committee  To be signed with UP #27 tabled October 6, 2022	

**LETTER OF UNDERSTANDING No. 4**

**APPENDIX B AND APPENDIX C JOINT REVIEW COMMITTEE**

**BETWEEN:**

**International Brotherhood of Electrical Workers Union, Local 213**  
**International Brotherhood of Electrical Workers Union, Local 213 Welfare Plan**  
**International Brotherhood of Electrical Workers Union, Local 213 Joint Training Committee**

**AND: MoveUP, Local 378 Canadian Office and Professional Employees Union**

**RE: Appendix B and Appendix C Joint Review Committee**

The Union and the Employer agree to establish a joint committee consisting at up to four (4) members chosen by the Union and four (4) representatives chosen by the Employer.

The joint committee shall meet by June 30, 2023 or earlier with the purpose of discussing revisions, updates and housekeeping changes to the job descriptions and job categories in Appendix B and Appendix C of the Collective Agreement.

Any changes made shall be by mutual agreement and shall take effect upon the date of such agreement by the Parties' respective principals.

E&OE  
Signed off this

day of

20

For the Union

For the Employer