

# MEMORANDUM OF AGREEMENT

BETWEEN:

## Construction Maintenance and Allied Workers Bargaining Council

AND:



## Local 378, Canadian Office and Professional Employees Union

Whereas:

- A. The Parties are bound to a Collective Agreement effective from September 1, 2016 through December 31, 2019 (the "Collective Agreement") and which was previously extended by mutual agreement of the Parties for one year, to December 31, 2020, and;
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

Therefore:

1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from January 1, 2021 through December 31, 2023 with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement as Appendix A, will be effective from date of ratification unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for a renewal Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at New Westminster B.C. this 1st day of February, 2021

  
\_\_\_\_\_  
Paul Nedelec, Secretary-Treasurer

  
\_\_\_\_\_  
Chris Wasilenchuk, President

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

  
\_\_\_\_\_  
Noel Gulbransen, Union Representative

\_\_\_\_\_  
April Young, Union Representative

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



# APPENDIX "A"

*pd*  
*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		12/2/20	10:10
UP#1	Appendix A	Housekeeping	

**ARTICLE 3 – UNION SECURITY**

**3.01 Membership Required**

The Employer agrees that all employees shall maintain Union membership in the ~~Canadian Office and Professional Employees Union~~ as a condition of employment.

E&OE  
Signed off this March 18 day of March 2021

For the Union

*Neil Dworkin*

For the Employer

*Paul...*

*Paul*  
*...*



(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3 v3	10	<i>New and renumber current 10.06, 10.07</i>	

**ARTICLE 10 — LEAVE of ABSENCE**

**10.06 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

E&OE  
Signed off this 18 day of March 20 20

For the Union

For the Employer

*Neil Mackenzie*

*PN*  
*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 12/2/20	<b>Time:</b> 12/0
UP#5	12.05	Amend	

**ARTICLE 12 – WAGES**

**12.05 Equal Pay for Equal Work**

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

E&OE  
Signed off this 18 day of March 2021

For the Union

For the Employer

Neil Gush

Paul Nake

*PN*  
*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		12/2/20	1010
UP#6	19	New	

**ARTICLE 19 – SINGLE ARBITRATORION**

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

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

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

- a) Mutual agreement by both parties is required;
- b) Neither side shall be represented by lawyers hired for this purpose;
- c) Neither side will call witnesses except by mutual agreement;
- d) The Parties 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.
- e) Every effort will be made to complete the hearing in one working day;
- f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days;
- g) Awards will be limited to the decision with a summary of the arbitrator's reasons;
- h) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances;
- i) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator; and
- j) 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.

**Full Arbitration**

1. The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one of the Parties declines the procedure, notice of Arbitration as provided in Article 19 may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.

The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.

4. Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

---

E&OE  
Signed off this 18 day of March 2021

For the Union

Neil Bush

For the Employer

Paul Sub

PA  
[Signature]





(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	25.01	<i>Amend</i>	

**ARTICLE 25 – DURATION**

**25.01 Duration**

This Agreement shall be binding and remain in full force for the period from January 1, 2021 to and including December 31, 2023.

**25.02 Notice to Bargain**

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining.

**25.03 Agreement to Continue In Force**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

**25.04 Exclusion of Operation: Section 50(2) L.R.C.**

The Parties agree to exclude the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

**IN WITNESS WHEREOF**, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this 11<sup>th</sup> day of July, 2017.

**SIGNED ON BEHALF OF THE EMPLOYER**

*Party of the First Part;*

*“original copy signed”*

Paul Nedelec  
Secretary Treasurer  
CMAW-BC

*“original copy signed”*

Chris Wasilenchuk  
President

**SIGNED ON BEHALF OF THE UNION**

*Party of the Second Part;*

*“original copy signed”*

Noel Gulbransen  
Union Representative  
MoveUP, Local 378

*“original copy signed”*

April Young  
Union Representative  
MoveUP, Local 378



(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9 v4	Appendix A	<i>Amend</i>	

**APPENDIX "A"**

**CATEGORIES, CLASSIFICATIONS AND SALARIES**

Effective February 1, 2021, the wage rate for Accountant/Controller shall be \$40.40 per hour.

Effective February 1, 2021 – 2.0% increase to all other classifications/categories.

Effective January 1, 2022 – 2.0% increase to all classifications/categories.

Effective January 1, 2023 – 1.75% increase to all other classifications/categories.

E&OE  
Signed off this 18 day of March 20 21

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CMAWBC  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
EP #1	Appendix "A"	<i>Add new Category 5 with wage rate of \$40.40/hr to be added to wage schedules</i>	

**APPENDIX "A"**

**CATEGORIES, CLASSIFICATIONS AND SALARIES**

**CATEGORY 1**

Office Assistant

**CATEGORY 2**

Administrative Assistant 1

**CATEGORY 3**

Administrative Assistant 2

**CATEGORY 4**

Office Administrator

**CATEGORY 5**

Accountant/Controller

E&OE

Signed off this 18 day of March 2021

For the Union



For the Employer







## Category 5 – Office Accountant/Controller

Must hold a CPA/CA designation or at the employers sole discretion is able to work to a high degree accounting level

Overseeing accounting functions, addressing day-to-day accounting related inquiries

- Processing of all accounts receivable, accounts payables, and employee expense entries
- Updating and processing payroll schedules, timesheets, weekly payroll, and proper timing of payroll deductions
- Preparation of monthly and quarterly statutory remittances (e.g. WCB, CRA)
- Responsible for month end reconciliations, including but not limited to, remittances, banks, and corporate credit cards
- Responsible for updating fixed asset schedules and depreciation reports
- Reconciliations of restricted funds, employer hours, reports, and local membership reports
- Preparation of quarterly and annual financial statements
- Coordinating the preparation of monthly, quarterly, and annual financial statements
- Performing ad hoc analysis and reporting
- Preparation and processing of year end entries and reconciliations
- Performing year end responsibilities such as T2200s, T4s, T4As and Union Dues receipts
- Assisting external auditors in preparation of schedules for financial statements
- Keeping record of and preparing wage rate schedules for multiple employers
- On occasion, coordinate the preparation, editing and submission of union agreements, minutes of meetings, and policy manual
- On occasion, prepare travel schedules, book travel arrangements, and maintain meeting schedules and calendars
- When necessary, receive and screen all inbound telephone calls, mail, e-mails, faxes and visitors
- All other duties as instructed by the Secretary Treasurer and/or the President. This list of responsibilities may not be all-inclusive and can be expanded to include other duties or responsibilities as needed

For the Union



For the Employer

