

# MEMORANDUM OF AGREEMENT

**BETWEEN:**

**United Association of Journeymen and Apprentices of the Plumbing &  
Pipefitting Industry of the United States and Canada,  
Local #324**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from **2016** through **2021** (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

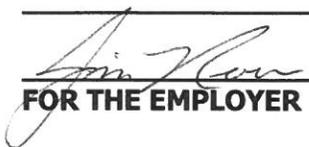
- 1. The Parties agree that the Collective Agreement is renewed for a term of written (3) years from **August 1, 2021** to **July 31, 2024** with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from **August 1, 2021** unless specifically stated otherwise.

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Note: an additional line item in the second part **may** be required as follows:  
n. This Agreement will be subject to the prior approval of PSEC. (or some other outside, interfering body)

Signed at Victoria, B.C. this 26 day of January, 2022

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**FOR THE EMPLOYER**

\_\_\_\_\_  
\_\_\_\_\_

  
**FOR THE UNION**

# APPENDIX "A"

**Attach all sign off as Appendix A**



(Canadian Office and Professional Employees Union, Local 378)

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada

**PROPOSALS 2021**  
**Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 6, 2021</b>	<b>Time: 9:37 a.m.</b>
UP# 1	HK	<i>Housekeeping</i>	

**Housekeeping**

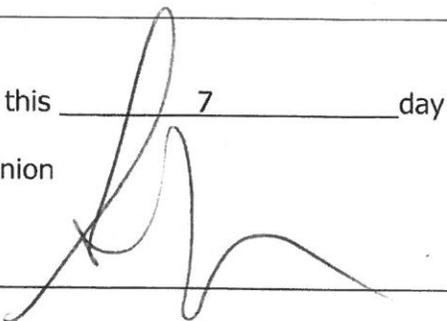
1. Cover Page duration to be amended to reflect duration of the Collective Agreement
2. Footer throughout to reflect new duration of Collective Agreement
3. Delete all underlining from last agreement of new language
4. Correct any numbering bullets or lettering bullets out of sync
5. Correct any spelling, punctuation, and grammar, so long as it does not change the intent of the agreement.
6. Provide uniformity and spacing for headers and sub-headers in the Collective Agreement
7. Rename all references to "Section" to "Article" throughout the Collective Agreement, with the exclusion of any reference to Sections in the BC Labour Code.
8. Add (hereinafter referred to as the "Employer") to the cover page of the Collective Agreement.

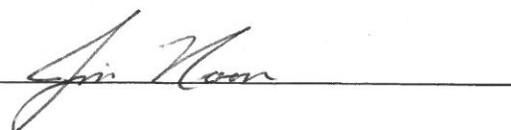
E&OE

Signed off this 7 day of December 2021.

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada

PROPOSALS 2021
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#2, 1, December 6, 2021, 9:42 a.m. Row 2: (blank), (blank), New

ARTICLE 1 – PURPOSE PREAMBLE

1.01 Land Acknowledgement

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

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

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

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

E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer

Handwritten signature for the Union

Handwritten signature for the Employer

1.02 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may, from time to time arise; and to promote the mutual interest of the Employer and its employees, in recognition whereof the Parties hereto covenant and agree as follows:

1.03 Recognition Clause

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

1.04 Singular and Plural

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

1.05 Employer Policies

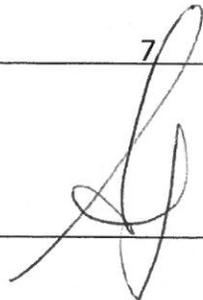
The parties agree that:

- (a) Employer policies apply to the bargaining unit employees except where the policy conflicts with the provisions of the collective agreement;
- (b) Where these policies conflict with the collective agreement, the collective agreement shall normally apply, except as set out in (c) below or as agreed to by the parties;
- (c) Where the Employer amends a policy, and the result is an improvement to the provisions outlined in the collective agreement, the parties shall exchange a letter to confirm that the collective agreement is so amended, and;
- (d) The Employer shall supply the Union with a complete copy of the Employer's policies and shall advise the Union of any changes to their policies and provide copies of those changes to the Union in a timely manner.

E&OE

Signed off this 7 day of December 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 6, 2021</b>	<b>Time: 9:47 a.m.</b>
UP#3	2	<i>New/ Amend</i>	

**ARTICLE 2 - UNION SECURITY**

2.01 The Employer agrees that all employees shall maintain Union membership in the MoveUP, (Canadian Office and Professional Employees Union, Local 378) as a condition of employment.

2.02 The Employer shall provide to the Union all copies of job postings. The Union shall have the right to submit applicants for the job openings. The Employer may request an individual by name or merely make a request based on qualifications and job requirements. If the Employer requests an individual the Union shall advise of availability of members within three (3) working days.

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

~~2.03 The Employer agrees to have all Public Stenography done by a public stenographer who is a member of this Union and can supply the Union Label, if available.~~

~~2.043 In the event of the Employer hiring an office employee who is not a member of the MoveUP, (Canadian Office and Professional Employees Union, Local 378), the Union agrees to issue a work permit prior to commencing employment in order that the Employer may display the MoveUP, (Canadian Office and Professional Employees Union, Local 378) label.~~

~~2.054 Assignments of Wages and Employee Information Remittance of Deductions~~

E&OE  
Signed off this 7 day of December 2021

For the Union

For the Employer





~~The All deductions made by the Employer pursuant to this Article will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall be remitted such to the Union monthly by the fifteenth (15<sup>th</sup>) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following date of deduction. Such remittance shall be accompanied by information specifying the names of the employees together with the following information as to the persons from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.~~

In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- ~~(a) Employee id number New hires;~~
- ~~(b) Name — address Terminations;~~
- ~~(c) Monthly salary Promotions;~~
- ~~(d) Amount of dues deducted Demotions;~~
- ~~(e) Job classification Lateral transfers;~~
- ~~(f) Employee status Salary revisions and;~~
- ~~(g) Date of hire Employees on extended leave of absences.~~
- ~~(h) Work location~~
- ~~(i) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted.~~

Such information shall be supplied by the Employer and in an electronic form mutually acceptable to the parties.

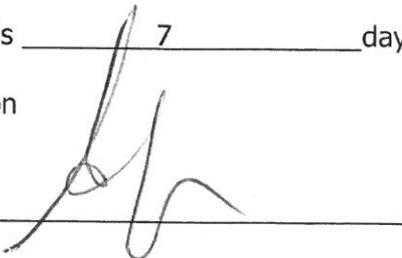
MoveUP, (Canadian Office and Professional Employees Union, Local 378) to provide Remittance Forms.

2.065 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. This section shall not apply to new hires after February 28, 2001.

E&OE

Signed off this 7 day of December 2021

For the Union



For the Employer



2.076 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, ~~except as provided in 2.03 above~~, "Unless such work is of an emergency nature, and there are no members of the bargaining unit available. MoveUP will supply to the Employers, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable."

2.087 Time off Work for Other Union Business (unpaid)

The Employer shall grant a leave of absence to employees to perform Union business as defined by the Union and to carry out their duties as an officer of the Union as well as meetings, conventions and education. The Employer agrees to cooperate with those persons in the performance of their duties on behalf of the Union and its membership by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

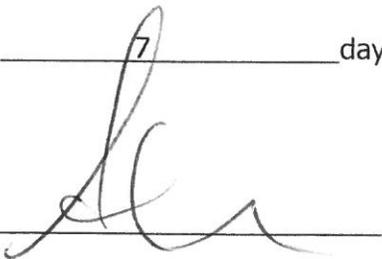
The Employer shall be entitled to recover from the Union, all wages paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for Union Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

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E&OE  
Signed off this 7 day of December 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 7, 2021</b>	<b>Time: 10:00</b>
UP#4 REVISION -1	4	<i>Delete Housekeeping</i>	

**ARTICLE 4 – EMPLOYMENT**

4.01 Duties, Policies, Procedures

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

4.02 Probationary Period

All new employees except temporary and ~~casual~~ employees will be considered probationary for the first one hundred and eighty (180) days of employment. After one hundred and eighty (180) days employment, an employee will become regular. A temporary employee attaining regular status will not be required to serve a further probationary period beyond the first one hundred and eighty (180) days of employment. The Employer will provide probationary employees a minimum of two (2) probationary performance reviews during their probationary period.

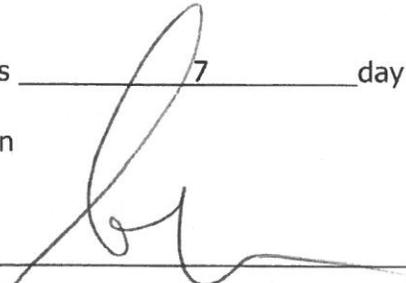
4.03 A temporary employee is an employee so informed at the start of employment, and may not work past three (3) months of employment as a temporary employee. The Employer at the start of employment must notify the Union and receive a work permit. Following three (3) months temporary employment an employee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

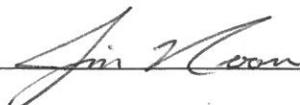
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Signed off this 7 day of December 2021

For the Union

For the Employer





4.04 A regular part-time employee is any person employed on a continuous basis for fewer than the normal hours of work or work week as defined in Article 5, whose duties fall within the bargaining unit as defined in Article 3, and who has completed the probationary period as defined in this Article.

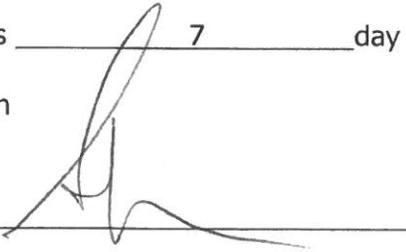
4.045 Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for permanent full-time employees except as hereinafter defined or excluded.

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E&OE  
Signed off this 7 day of December 2021

For the Union

For the Employer



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(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 7, 2021</b>	<b>Time: 10:02 a.m.</b>
UP#5 Revision 1	6	<i>New/ Housekeeping</i>	

**ARTICLE 6 - STATUTORY HOLIDAYS**

6.01 The Employer agrees to provide all full-time and regular part-time employees with the following Statutory Holidays without loss of pay:

- |                                                  |                  |                             |
|--------------------------------------------------|------------------|-----------------------------|
| New Year's Day                                   | Family Day       | Good Friday                 |
| Easter Monday                                    | Victoria Day     | Canada Day                  |
| Friday preceding BC Day                          | BC Day           | Friday preceding Labour Day |
| Labour Day                                       | Thanksgiving Day | Remembrance Day             |
| Christmas Day                                    | Boxing Day       |                             |
| <u>National Day for Truth and Reconciliation</u> |                  |                             |

and/or any other day that may be stated as a legal holiday by the Federal, Provincial and/or Civic Government. When a Statutory Holiday(s) fall on a Saturday or Sunday, the holiday(s) shall be designated on the regular work day preceding the holiday and/or following the holiday.

If an employee is required to work on the Friday preceding Labour Day then the employee shall have a floating holiday to be taken at a mutually agreed upon time.

6.02 Temporary ~~and casual~~ employees shall receive statutory holiday pay at the rate of four (4%) per cent of gross earnings calculated and applied to each pay cheque. Part-time employees will receive six (6%) per cent.

E&OE  
Signed off this 7 day of December 2021

For the Union

For the Employer

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6.03

When National Indigenous Peoples Day, (June 21<sup>st</sup>) falls on a regular workday, the Employer will allow up to 1 hour of paid time to promote solidarity and celebrate the contributions of the Indigenous Peoples. This could include but is not limited to; having an elder come in to speak, watching videos/documentaries/films/podcasts on Powwows, indigenous music, learning about the indigenous history or greetings in the indigenous language of where one lives or works, experiencing traditional indigenous foods.

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Signed off this 7 day of December 2021

For the Union

For the Employer



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(Canadian Office and Professional Employees Union, Local 378)

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada

PROPOSALS 2021
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#6, 8, Amend, 9:50 a.m.

ARTICLE 8 - BENEFIT PACKAGE

8.01 Health and Welfare

The Employer shall pay for and provide a health and welfare benefit package to the employees. The plan shall be the Victoria Mechanical Industry Health and Welfare Plan.

8.02 Funded Liability - Sick leave, accrued vacation and severance pay liability of the Employer are to be kept in a separate trust account for all employees.

8.03 Pension Plan

All employees hired after the date of ratification of the collective agreement for the period 201421-201823 shall have pension contributions made from the Employer to the Victoria Mechanical Industry Pension Plan as follows:

- Effective date of ratification 201521 - four dollars (\$4.00) per hour
Effective August 1, 201522 - four dollars and twenty-five cents (\$4.25) per hour
Effective August 1, 201623 - four dollars and fifty cents (\$4.50) per hour

Existing employees will continue to be covered for pension contributions as outlined in LOU #1

E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 7, 2021</b>	<b>Time: 10:05 a.m.</b>
UP#7 Revision 1	9	New	

**ARTICLE 9 – LEAVES OF ABSENCE**

9.01 Sick Leave

- (a) The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at their regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred and forty (140) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When employees are on employee funded wage loss plans, the difference between Weekly Indemnity payments and full salary shall be paid from the employee's accrued sick leave.
- (b) Part-time sick leave will be calculated on a pro-rated basis proportional to the hours worked per month.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement twenty (20%) percent of the unused portion of their sick credits.

9.02 Medical Certificates

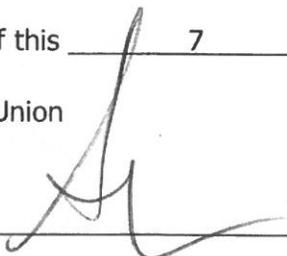
Medical certificates will be provided as evidence of illness upon request of the Employer. Such requests will not be unreasonable. All costs for obtaining any medical certificate, examination or doctor's report under this article shall be borne by the Employer.

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Signed off this 7 day of December 2021

For the Union

For the Employer





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9.03 Pregnancy Leave/Parental Leave/Adoption Leave

Leave of absence without pay for pregnancy, parental, adoption leave shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All such leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.

9.04 Bereavement Leave

An employee shall be granted up to three (3) working days paid leave in case of death of a parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, stepbrothers, stepsisters, child, stepchildren, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparents-in-law, or spouse's grandchildren. The definition also includes those who are not related but are considered a family member. (For the purpose of this Section Article "parent" shall include foster parent.) An employee shall be granted one (1) working day paid leave in the case of the death of aunts, uncles, nieces and nephews. An additional two (2) working days paid will be provided if an employee needs to travel off of Vancouver Island. For the purpose of this section Article "~~spouse~~" includes common-law wife is defined within the meaning of the Family Relations Act of BC.

9.05 Jury Duty Court Leave

a) Leave of absence with pay shall be given to every employee who is required:

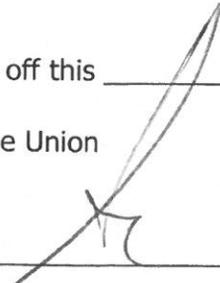
- i. The selection for and/or services on a jury: or
- ii. By subpoena or summons to attend as a witness in any proceeding held:
  - In or under the authority of any court of competent jurisdiction or a grand jury;
  - Before a court, judge, justice, magistrate, or coroner;
  - Before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons;
  - Before a legislative council, legislative assembly or hours of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

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E&OE  
Signed off this 7 day of December 2021

For the Union

For the Employer



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- Before the Labour Relations Board of British Columbia or any person or body of persons representing this Board or;
- Before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

- b) An employee summoned to Jury Duty Court Leave shall be paid wages amounting to the difference between the amount paid them for jury court service and the amount they would have earned, had they worked on such days. Employees on Jury Duty Court Leave shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours of Jury Duty Court Leave and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.
- c) If an employee is sued or accused of an offence which requires a court appearance, the employee shall be granted an unpaid leave of absence to attend court. In the event that employee is incarcerated while awaiting a court appearance or while on trial, such employee shall be granted an unpaid leave of absence for the duration of such period.

9.06 Propose moving Article 18 Gender Transition Leave – under Article 9 - Leaves

9.07 Domestic or Sexual Violence Leave

The Employer shall grant, upon request, Domestic or Sexual Violence Leave in accordance with the Employment Standards Act, as amended from time to time.

9.08 Compassionate Care Leave

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

- a) In this Article, "family member" means:
- Parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, stepbrothers, stepsisters, child, stepchildren, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_ 2021

For the Union

For the Employer

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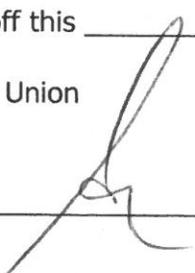
in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparents-in-law, or spouse's grandchildren.

- ii. The definition also includes those who are not related but are considered a family member. (For the purpose of this Article "parent" shall include foster parent.)
  - iii. For the purpose of this Article "spouse" is defined within the meaning of the Family Relations Act of BC
- b) An employee who requests leave under this Article is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 52 weeks, or such other period as may be prescribed, after:
- i. The date the certificate is issued, or;
  - ii. If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the Employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this Article no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this Article ends on the last day of the week in which the earlier of the following occurs:
- i. The family member dies;
  - ii. The expiration of 52 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this Article must be taken in units of one or more weeks.
- g) If an employee takes a leave under this Article and the family member to whom subsection (b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new

E&OE

Signed off this 7 day of December 2021

For the Union



For the Employer

  
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certificate in accordance with subsection (b), and subsection (c) to (f) apply to the further leave.

- h) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- i) Employees on compassionate care leave will have vacation pay calculated as a percentage of gross earnings.
- j) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
- k) Benefit coverage may be continued during this extended period providing the employee pays the full cost of the premiums monthly in advance.

If changes to the Employment Standards Act result in a reduction of any entitlement listed above, the language in the collective agreement shall prevail.

9.09 First Responder Leave

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

9.10 Paid Vaccine Appointment

- a) An employee who requests leave under this article can take up to three (3) hours paid leave per vaccination, to be vaccinated and this leave shall not be denied.
- b) Appointments that go beyond three (3) hours will result in the excess over three (3) hours to be deducted from sick leave or without pay (if sick leave is exhausted) except in circumstances where the vaccine wait times are excessive or locations are not easily accessible. This shall be at the Employer's discretion and not unreasonably denied.

9.11 Voting Leave

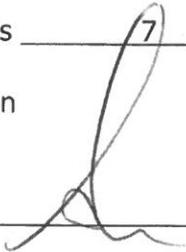
Any employee who is eligible to vote in any federal, provincial, municipal, first nations or other aboriginal election(s) or referendum shall have four (4)

E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer





consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

"First Nation" for the purposes of this Agreement, is any Indian Band Council duly constituted under the Federal Indian Act or an Indigenous, Inuit or Metis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements.

All employees will be paid at their regular rate of pay.

9.12 Leave of Absence Without Pay

- a) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Where possible leave of absence should be requested in writing at least three (3) weeks before leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
- b) In the event a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for health insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

9.13 Leave for Ceremonial and Traditional Indigenous Practices

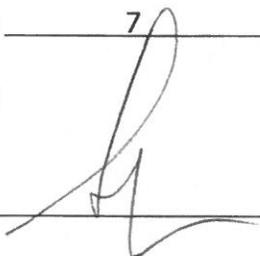
- a) A self-identified indigenous employee who has completed three (3) consecutive months of continuous employment with the Employer is entitled to and shall be granted leave of absence with pay from employment for up to two (2) days every calendar year, in order to enable the employee to engage in traditional indigenous practices, including, but not limited to:
  - i) spiritual traditions, and;
  - ii) attending indigenous cultural event(s).
- b) The leave of absence may be taken in one or more periods. These days must be taken in full day increments.

E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 6, 2021</b>	<b>Time: 9:54 a.m.</b>
UP#8	10	<i>Delete/Amend</i>	

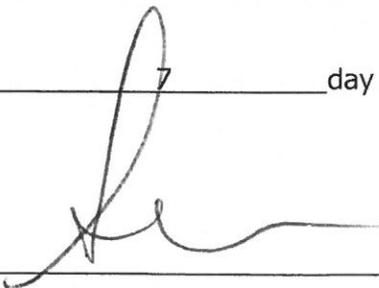
**ARTICLE 10 – SENIORITY**

- 10.01 (a) 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.
- (b) ~~Seniority shall not be transferable between the Employers covered by this Collective Agreement.~~
- 10.02 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.
- 10.03 An employee laid off and placed on the recall list will be credited with unbroken seniority upon recall within the recall period as set out in Article 11.
- 10.04 No seniority shall accrue for short terms of temporary work except ~~that~~ those temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 10.05 Regular part-time employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 10.06 Employees on approved leave of absence on Union business, Pregnancy/Parental leave or sick leave/extended sick leave, will continue to accrue seniority.
- 10.07 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 7 day of December 2021

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 6, 2021</b>	<b>Time: 9:57 a.m.</b>
UP#9	12	<i>Amend</i>	

**ARTICLE 12 - JOB CLASSIFICATION**

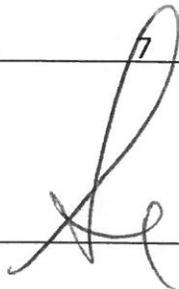
12.01 Any position not covered by Appendix "A" or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the ~~arbitration~~ alternate dispute resolution procedure as defined in Article 14 or the arbitration procedure as defined in Article 15 of this Agreement.

E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada

PROPOSALS 2021
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#10, 17, New /Amend, 9:58 a.m.

ARTICLE 17 - JOB STEWARDS UNION REPRESENTATIVES

- 17.01 The Union shall notify the Employer of the appointment of all Job Stewards.
17.02 The Job Stewards shall be recognized by the Employer and shall not be discriminated against.
17.03 The Employer shall provide a Job Steward with sufficient time to carry out their duties, which shall include:
a) i) investigate complaints;
b) ii) investigate grievances and attend grievance meetings;
c) iii) supervise during ratification votes;
d) iv) attend meetings called by management;
e) v) distribute bulletins and surveys;
vi) participation in collective bargaining, alternate dispute resolution process(s) and or arbitration proceedings when directed by the Union;
vii) participation in the administration of the Union may be required for Union Executive meetings and Job Steward meetings;
viii) briefing time prior to grievance meetings as set out in Article(s) 13, 14 and/or 15 of the Collective Agreement.

E&OE
Signed off this 7 day of December 2021

For the Union

For the Employer

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Handwritten signature for the Employer

17.04 Time off Work for Other Union Business (unpaid)

The Employer shall grant a leave of absence to employees to perform Union business as defined by the Union and to carry out their duties as an officer of the Union as well as meetings, conventions, and education. The Employer agrees to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages and benefits from the Employer during such absence from work. The Employer shall be entitled to recover from the Union, all wages and benefits paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for Job Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

17.05 Appointed or Elected Positions

Employees who are acting as full-time officers or employees of the Union, or who are appointed or elected to positions with MoveUP (Canadian Office and Professional Employees Union, Local 378), will be placed on leave of absence, with the time involved considered as service with the Employer. Such leave, once approved, shall not be interrupted by the Employer during the approved period of the Leave. On conclusion of such leave of absence, employees will return to the positions they previously held, unless the employee has been the successful applicant for another job during the period of the leave, in which case the employee shall be placed in the new job.

17.06 Trainee Union Representatives

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- a) The time of the leave will be subject to departmental operating considerations;
- b) The period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.

E&OE

Signed off this 7 day of December 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada

PROPOSALS 2021
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#11 Revision 1, 19, Amend, 4:00.

ARTICLE 19 – DURATION

19.01 Duration

This Agreement shall be binding and remain in full force for the period from and including 1 August 2018 to and including 31 July 2024.

19.02 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.

19.03 Agreement to Continue in Force

After the expiry date of this Agreement, and until a new or revised Agreement is signed by the Parties, this agreement shall remain in full force and effect. This includes, but is not limited to, making any matter retroactive in such agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

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

E&OE Signed off this 16 day of December 2021

For the Union

For the Employer

Handwritten signature for the Union

Handwritten signature for the Employer

**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 \_\_\_\_\_ day of  
,20182\_.

Signed on behalf of the Employer  
*Party of the First Part;*

Signed on behalf of the Union  
*Party of the Second Part;*

\_\_\_\_\_  
Jim Noon, ~~Marketing Director~~  
Representative *Business Manager*  
Plumbers Local #324

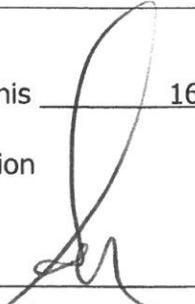
\_\_\_\_\_  
~~Noel Gulbransen~~ April Young, Union  
MoveUP

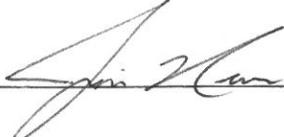
\_\_\_\_\_  
Haylee Downey, Bargaining Committee  
Plumbers Local #324

E&OE  
Signed off this \_\_\_\_\_ 16 \_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_ 2021

For the Union

For the Employer

\_\_\_\_\_  


\_\_\_\_\_  




(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**

**PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 7, 2021</b>	<b>Time: 10:03 a.m.</b>
EP 1 Revision 1	7	<i>Amend/add</i>	

**ARTICLE 7 - ANNUAL VACATION**

- 7.01 (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 for the period in which the vacation was earned.
- (b) Upon completion of six (6) months service in the first (1st) 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.
- (c) A regular part-time employee's annual vacation time shall be calculated on a basis proportional to the hours worked during the period the vacation was earned, and shall be pro-rated to the entitlement as provided in this Article.
- (e)(d) Vacation time may not be carried over into the following year without the approval of the Employer.

Note: A mutually agreeable arrangement will be made for those who currently have unused vacation which has been carried over. This will be taken care of in a letter of understanding. Going forward all employees will have to adhere to the above section (ed).

7.02 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 for the period in which vacation was earned.

E&OE  
Signed off this 7 day of December 2021

For the Union

For the Employer

1/2

- 7.03 For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation to a maximum of thirty (30) working days.
- 7.04 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 Jan 1st to termination date period.
- 7.05 **Vacation Pay Upon Termination During First Year of Employment**  
An employee whose employment 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 in lieu of vacation time.

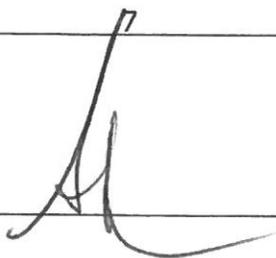
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E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer



2/2



(Canadian Office and Professional Employees Union, Local 378)

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada**  
**PROPOSALS 2021**  
**Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: December 7, 2021</b>	<b>Time:</b>
UP#12 Revision 2	Appendix A	<i>Amend/Housekeeping</i>	

**APPENDIX "A"**

**CLASSIFICATIONS & WAGE RATES**

**PART 1 – WAGES**

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

**PART 2 – JOB DESCRIPTIONS**

**Office Manager**

TBD

**CATEGORY 4:**

- Bookkeeping
- Allocating and Supervising Work
- Payroll
- Advanced level of administrative or technical support
- Responsible for Training Employees
- Desktop Publishing
- Computer Programming
- Supervision of support staff
- Secretarial support to the business manager
- Administrates starting and stopping of members' health benefits
- Bank pre-authorized payments for membership dues and H&W benefits
- Contractors' remittance verification, posting and balancing

**CATEGORY 3:**

- May be required to Train Employees
- Maintaining Hour Bank and Records

Maintaining Files  
Taking Minutes of Meetings  
Maintain Membership Records  
Answering Employer Inquiries  
Performing Basic Bookkeeping  
Preparing Invoices and Bills  
Preparing basic bookkeeping and payroll for Joint Training Committee  
Preparing invoices and bills  
Knowledge of Publisher  
Purchases online safety courses  
Apprenticeship/Joint Training Committee administration (registering apprentices, tracking hours, Employer incentive grants, rate increases)  
Preparing cash sheets  
Dispatching  
May be required for maintenance of union website, Facebook & MOMS  
Assists in the planning of events, general meetings, conferences, annual banquets  
Requires knowledge of health benefits plan to provide information to members enquiries

**CATEGORY 2:**

Data Processing  
Data Entry  
May be required to dispatch  
Receiving cash and issuing receipts  
Posting Dues  
Update membership records  
Performing clerical duties in sorting, filing, and maintaining card files  
Transcribing Dictation  
Receiving and responding to routine office enquiries by phone, at counter or by correspondence  
Posting dues  
Knowledge of Microsoft Word, Excel and Outlook  
Registering for online safety courses

**CATEGORY 1:**

Typing letters, envelopes, and reports from rough draft or copy  
Answering phones  
Filing  
Operating Office Equipment  
Mail

It is understood that employees in Categories 2, 3, and 4 and office manager may be required to perform job functions of lower Categories without any loss of pay.

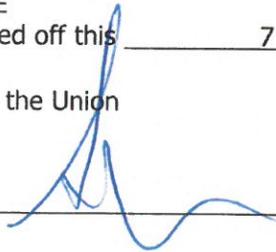
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E&OE

Signed off this 7 day of December 2021

For the Union

For the Employer

  
\_\_\_\_\_

  
\_\_\_\_\_

The Parties will meet to review and amend all job description categories prior to the end of January 2022.

The intent will be to collapse the current category 1 duties, into the category 2 duties, revise the duties in the remaining categories to align with business requirements and process changes. The parties will look at ways to create a progression ladder, to allow a lower category to move to a higher category if/when qualified and needed by the Employer.

<b>Category/Class</b>				
<b>August 1, 2021</b>	<b>3%</b>	<b>Start Rate</b>	<b>After 6 months</b>	<b>After 12 months</b>
	1	\$ 31.30	\$ 32.09	\$ 32.88
	2	\$ 33.78	\$ 34.62	\$ 35.49
	3	\$ 37.21	\$ 38.16	\$ 39.10
	4	\$ 38.76	\$ 39.73	\$ 40.73
	Office Manager	\$ 42.63	\$ 43.69	\$ 44.79

<b>Category/Class</b>				
<b>August 1, 2022</b>	<b>3%</b>	<b>Start Rate</b>	<b>After 6 months</b>	<b>After 12 months</b>
	1			
	2	\$ 34.79	\$ 35.66	\$ 36.55
	3	\$ 38.33	\$ 39.30	\$ 40.27
	4	\$ 39.92	\$ 40.92	\$ 41.95
	Office Manager	\$ 43.91	\$ 45.00	\$ 46.16

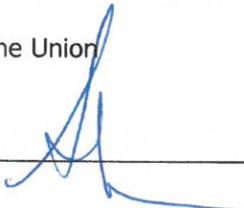
<b>Category/Class</b>				
<b>August 1, 2023</b>	<b>3%</b>	<b>Start Rate</b>	<b>After 6 months</b>	<b>After 12 months</b>
	1			
	2	\$ 35.83	\$ 36.73	\$ 37.65
	3	\$ 49.48	\$ 40.48	\$ 41.48
	4	\$ 41.12	\$ 42.15	\$ 43.21
	Office Manager	\$ 45.23	\$ 46.35	\$ 47.51

Within 4 weeks signing of the Collective Agreement, retroactive pay from August 1, 2021, will be paid.

E&OE

Signed off this 7 day of December 2021

For the Union



For the Employer

