

MEMORANDUM OF AGREEMENT

BETWEEN:

Sheet Metal Workers' Training Centre
(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 May 1, 2019 through April 30, 2022 (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 three (3) years from May 1, 2022 to April 30, 2025 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 May 1, 2022 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

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

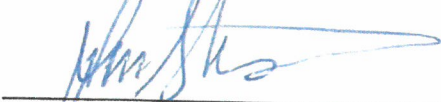
Signed at Burnaby, B.C. this 26 day of July, 2022

FOR THE EMPLOYER



Richard Mangelsdorf

FOR THE UNION



Dan



DANIEL STORMS

April Smith

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP01	4.01	July 22/2022	
		AMEND	

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 Article 18.~~ so long as those rights are exercised in a fair and reasonable manner, and not exercised contrary to legislation or this Agreement and its intent. The right of the Union or an employee to grieve is provided for in Article 18 (Grievances) and Article 19 (Arbitration).

E&OE

Signed off this

25th

day of

July

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 26, 2022	Time: 1:00pm
UP02v.3	5.04	AMEND Revise per ER comments July 26, 2022	

ARTICLE 5 – DEFINITION OF EMPLOYEES – CLASSIFICATION

5.04 Temporary

- 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 and Parental or Adoption Leave) will attain regular status after six (6) months. Article 17.04 (Severance) shall not apply.

E&OE

Signed off this

26th

day of

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25, 2022	Time: 1:00pm
UP03v2	6.07	Revised per ER comments July 25, 2022	

6.07 Right of Representation

- a. A representative(s) of the union (i.e. job steward, union staff representative) shall attend a meeting between an employee and a representative of the employer if:
- i. the meeting is or may become discipline related, or
 - ii. the employee, the Union or the employer has reason to believe a representative(s) (i.e. job steward, union staff representative) of the Union should be present at meetings related but not limited to:
 - a. conduct or competency concerns;
 - b. attendance;
 - c. medical fitness or medical accommodation; or
 - d. any other matter pertaining to the employee's terms and conditions of employment.
- b. When such meetings are held, the job steward and the affected employee(s) shall be released from their duties without loss of pay.
- c. At any meeting per Article 6.07.a, that occurs between an employee and a representative of the employer, the employee or the employer representative shall have the right to suspend the meeting until a representative(s) of the Union is present per Article 6.07.a.

E&OE

Signed off this

26th

day of

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For the Union,

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25, 2022	Time: 11:45am
UPo4v2	8.01	Amend per ER comments July 25, 2022	

Article 8 – Statutory Holidays

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

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

[add space]

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.

E&OE

Signed off this 26TH day of July 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25, 2022	Time: 1:00pm
UP05v.2	10.02	Amend Bereavement Leave Revise per ER comments July 25, 2022	

10.02 Bereavement Leave:

- a) In cases of death in the immediate family, (i.e., spouse, son, daughter, step-parents, daughter-in-law, son-in-law, grandparents, grandchildren, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law), an ~~Employee~~ employee shall be granted up to three (3) working days leave of absence with full pay.
- b) One (1) day of leave with pay shall be granted to any ~~Employee~~ employee who wishes to attend services related to the death of niece or nephew, or aunt or uncle, spouse's grandparents or grandchildren.
- c) Such leave of absence will not be charged against sick leave, holiday entitlement, vacation entitlement or other accrued time off.
- d) Employees who are required to travel out-of-province, overseas or to and/or from remote areas shall be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.
- e) An ~~Employee~~ employee may be granted up to an additional seven (7) calendar days' unpaid ~~Bereavement~~ bereavement leave upon request.

E&OE

Signed off this

26th

day of

July

2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 26, 2022	Time: 1:00pm
UPo6v.2	10.03	Amend - <u>Pregnancy</u> , Parental and Adoption Leave Revise per ER comments July 26, 2022	

10.03 Pregnancy, Parental and Adoption Leave:

- (a) For the purpose of this Article, "spouse" includes common-law relationships and same sex partners within the meaning of the Family Relations Act. "Pregnancy, Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC (RSBC 1996) Chapter 113".
- (b) Upon request, the Employee's leave of absence may be extended by mutual agreement upon application by the Employee. Employees who receive such leave shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.
- (c) An Employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Part shall be reinstated in all respects by the Employer in the position previously occupied by the Employee, or in a comparable position, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- (d) An Employee's seniority, vacation entitlement and vacation bank shall continue to accrue except as referenced in Article 10.03(b).

E&OE

Signed off this 25th day of July 2022

For the Union

For the Employer

(e) Pregnancy Leave

- i. In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to pregnancy leave.
- ii. A pregnant employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- iii. The commencement of pregnancy leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- iv. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence per Article 11 (Sick Leave, Benefit Plan and Pension Plan).
- v. During the leave the employee shall continue to receive the benefits under Article 11 (Sick Leave, Benefit Plan and Pension Plan).
- vi. The leave shall be considered as employment with the Employer for purposes of seniority, salary increments, vacation entitlement, and sick leave entitlement.
- vii. Return Provisions
 - a. The employee shall return to the assignment which they held prior to taking leave.
 - b. Where the Employer agrees, the employee may return to work prior to the expiration of the leave.
 - c. An employee on pregnancy leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of her intent to return to work, whichever is the earlier date.
 - d. Employees requesting both pregnancy and parental leave (per Article 10.03(c) must apply for them both at the same time.

E&OE

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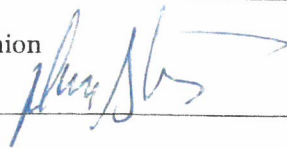
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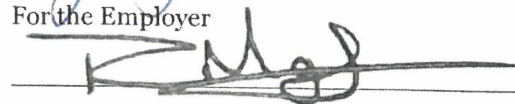
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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25, 2022	Time: 1:00pm
UP07	10.08	NEW—First Responder Leave Revise per ER comments July 25, 2022	

10.11 First Responder Leave

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

E&OE

Signed off this

26th

day of

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(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 26, 2022	Time: 2:15pm
UPo8v2	11.04	NEW - Death Benefits Revised per ER offer	

11.04 Death Benefits

- (a) Where a regular employee dies during the term of this agreement, a sum of \$2000.00 shall be paid to the estate of the deceased or to the designated beneficiary.
- (b) This payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the Employer.
- (c) The dependents shall be notified in writing of the terms of this provision and all other benefits which they are to receive when payments and benefits are paid.

E&OE

Signed off this

26th

day of

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(Canadian Office and Professional Employees Union, Local 378)

SHEET METAL TRAINING BOARD PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: July 25, 2022	Time: 1:00pm
UP09v.3	14.05-14.07	AMEND- Article 14.05 and 14.07 Revise per ER comments July 25, 2022	

ARTICLE 14 – PROMOTION, LAYOFF AND RECALL

14.05 Any regular full-time or 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.

14.06 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 lose all 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 required to give notice to another Employer shall be deemed to have complied with this ten (10) day period.

a) An employee's right to recall under this Article is lost if:

- i. the employee elects to receive severance pay under Article 17.04 (Severance Pay);
- 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. one (1) year elapses from the date of layoff and the employee has not been reengaged;
- iv. the employee notifies the Board that the employee is no longer available;

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Signed off this

26th

day of

July

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For the Employer

- v. the employee fails to respond to an offer of reengagement within (10) days of the date the notice is mailed by double registered letter to the last address provided by the employee;
- b) Article 14.06(a) 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).
- c) The Employer shall allow ten (10) days from an acceptance of an offer of recall, for the employee to commence duties, provided that, where the employee is required to give a longer period of notice to another employer, such longer period, not exceeding one (1) month, shall be allowed.
- 14.07** Employees on the recall list shall have first rights to any vacancy for which the ~~Employee~~ employee is qualified based on the reasonable expectation that the employee will be able to perform the duties of a specific position based upon that employee's education, certification, training, and experience. The Employer will not hire for such a vacancy while an eligible qualified ~~Employee~~ employee is on the recall list.

E&OE

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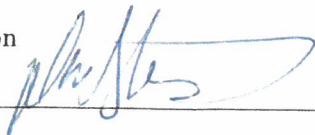
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(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 25, 2022	Time: 1:00pm
UP10v2	18.03-18.07	Amend and New Revise per ER comments July 25, 2022	

18.03 After exhausting the Grievance Procedure at Article 18.02 [Step 3 at (b) above], either party must refer the matter, in writing to arbitration within thirty (30) calendar days either to Article 18.07 (Expedited Arbitration—Alternate Dispute Resolution) or to regular arbitration per Article 18.04 and Article 18.05,

If the party filing the grievance fails to refer the matter, in writing to arbitration within thirty (30) calendar days, failing which the grievance will have been deemed to have been abandoned unless the timelines are altered by mutual agreement of the parties and such agreement will not be unreasonably withheld.

18.04 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.

18.05 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.

18.06 ~~Article Headings—The Article~~ Each article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

18.07 Expedited Arbitration - Alternate Dispute Resolution (ADR)

If a grievance or dispute is not settled pursuant to Article 18.02, it may then be referred to either expedited or full arbitration as follows:

Expedited arbitration is intended to provide a timely resolution with minimal formality.

E&OE

Signed off this 26th day of July 2022

For the Union

For the Employer

The terms are as follows:

- 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.

E&OE

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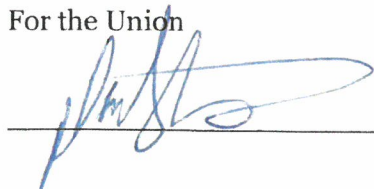
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2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP13	21	July 22/22	
		NEW	

Article 21 - 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

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day of

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL TRAINING BOARD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 26, 2022	Time: 11:35am
UP14v3	Appendix A	Response to ER counter of 11:00am July 26, 2022	

APPENDIX "A" CATEGORIES, JOB TITLES AND HOURLY RATES OF PAY

Three (3) Year Agreement from May 1, 2022 to April 30, 2025

Effective May 1, 2022

3.5% Increase to All Categories

Effective Upon Ratification

\$1,000 Per Member Cost of Living Adjustment*

Effective May 1, 2023

3% Increase to All Categories, or COLA Adjustment whichever is higher**

Effective May 1, 2024

3% Increase to All Categories, or COLA Adjustment whichever is higher**

*One time payout, not incorporated into salary.

**COLA Adjustment to be calculated based on average Consumer Price Index (CPI) (Vancouver all-items) for previous calendar year (February to February), capped at 6% maximum increase per year.

Adjustment will be incorporated into salary and paid to all categories effective the date of the applicable increase including employees who are red-circled. Any decreases in CPI will not reduce salaries or contractual increases.

E&OE

Signed off this

26th

day of

July

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**SHEET METAL
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 26, 2022	Time: 2:15pm
UP #16v2	17.05	NEW Remote Work Revised -per ER improved wording	

17.05 Off Premises Equipment:

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

17.05 Remote Work

The parties recognize that employees may, in certain situations, be able to perform the full scope of their job duties while working remotely and agree that remote work arrangements may be approved subject to the terms outlined below:

1. Remote work arrangements are not intended to be a substitute for other forms of leave under the collective agreement.
2. Employees may request approval for remote work arrangements of three (3) days or less.

E&OE
Signed off this 26TH day of July 2022

For the Union

For the Employer

3. The Employer may approve weekly remote work arrangements of five (5) days or less. Approval shall not be unreasonably withheld subject to the following criteria:
- a. There must be sufficient employees at the workplace to perform any work required to be done and for member service to continue uninterrupted.
 - b. The employee must have no work that requires their attendance at the workplace during the relevant days.
 - c. The employee must be available to report to their normal office worksite during the relevant days within a reasonable period of time, if required.
 - d. The Employer is responsible to provide and maintain the equipment and supplies necessary to work remotely.
 - e. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship.
4. Employees seeking remote work arrangements are responsible for the following:
- a. Ensuring the remote work location is adequately equipped and maintained.
 - b. Ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on the full scope of their job duties.
 - c. Ensuring remote work location is maintained from a health, safety and confidentiality perspective.

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Signed off this

26th

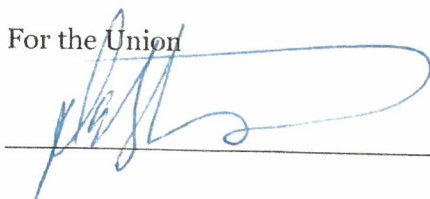
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For the Employer

