

MEMORANDUM OF AGREEMENT

BETWEEN

**IRONWORKERS LOCAL 97
IRONWORKERS LOCAL 97 TRADE IMPROVEMENT COMMITTEE**

(The “Employer”)

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378
dba as MoveUP**

(The “Union”)

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from May 1, 2018 to April 30, 2023 (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, 2023 to April 30, 2026 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, 2023 unless otherwise stated.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.

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

Agreed to this 26th day of October, 2023, at Maple Ridge, British Columbia.

For the Employer:



Paul Beacom



Doug Parton

For the Union:



Daniel Storms



Kiley Pearson



Trudy Yung

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1		Housekeeping Title Page	

COLLECTIVE AGREEMENT

Between

~~Construction Industry Affiliated Trade Unions~~
Ironworkers Local 97
Ironworkers Local 97 Trade Improvement Committee

(hereinafter referred to as the "Employer")

And
And



MOVEMENT OF UNITED PROFESSIONALS

(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

May 1st, 2023 to April 30th, 202X

E&OE Signed off this 26th day of October 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#xx		Article 2 Bargaining Unit and Recognition --update to reflect new bargaining certificate	

ARTICLE 2 - BARGAINING UNIT AND RECOGNITION

2.01 The ~~bargaining unit~~ Employers ~~under this Collective Agreement recognize~~ recognizes the Union as a ~~multi-employer-certification~~ and the sole bargaining authority for all employees in its offices within the jurisdiction of the Union (MoveUP) and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties.

It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

~~2.02~~ The Union will direct all correspondence and grievances to the bargaining unit Employer. The bargaining unit Employer will be the Employer responsible to manage and coordinate the grieved matter. It is the responsibility of the bargaining unit Employer to advise the President of C.I.A.T.U. of any policy grievances that may affect the collective agreement.

2.02

~~2.03~~ All members shall be required to use their Union Label.

2.03

~~2.04~~ The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions.

The Union Label shall be the official Union Label of MoveUP and shall remain the sole property of the Union.

2.04

~~2.05~~ It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of the employee's duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

2.05

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

E&OE

Signed off this

26th

day of

October

20

23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP	8.01	<i>add new Holiday National Day for Truth and Reconciliation Holidays Employer recognizes for its own members -Separated in smaller paragraphs for easier reading</i>	

Article 8-Paid Holidays

8.01 The bargaining unit Employer agrees to provide all employees with the following Statutory Holidays, without loss of pay subject to Article 5:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	National Day for Truth and Reconciliation
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.

Any other Holiday recognized by the bargaining unit Employer for its own members shall be provided, without loss of pay, to bargaining unit employees under this collective agreement.

Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the Holiday is declared.

The bargaining unit 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 working day or working 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 bargaining unit Employer and the employee.

8.02 In the event any of the Holidays ~~enumerated~~ listed in Article 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each Holiday so occurring.

E&OE

Signed off this

26th

day of

October

2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Number	Affected Article/MOU	Date: October 25	Time:
UP10v4	9	<i>Amend Annual Vacations Replace with new vacation language based on ER proposed vacation changes discussed October 25 2023</i>	

ARTICLE 9 - ANNUAL VACATIONS

9.01 ~~The Bargaining unit Employers to this agreement who~~ have established a practice of annualizing employee's vacation entitlement. and the observance of such shall have the right to continue the practice. It is understood and agreed that the bargaining unit Employer in this circumstance shall recognize all benefit entitlement levels as identified in this Collective Agreement.

9.02 ~~All The bargaining unit Employers with the exception of those bargaining unit Employers identified in Article 9.01 shall, other than as per the specifically referenced in a~~ Letter of Understanding, recognize the following:

Vacation Year – is annualized and with an anniversary date of January 1.

Vacation Time - is recognized as the employee's vacation entitlement.

Vacation Bank - is identified as the "Bank" where the monies are paid from when an employee receives Vacation Time. The monies available are calculated and arrived at by using the appropriate percentage multiplied by the employee's current gross earnings for the one (1) year period immediately preceding an employee's anniversary date of hire.

9.03

(a) Upon completion of six (6) months ' service, an employee shall be entitled to receive Vacation Time of up to five (5) working* days subject to Article 5, which, if taken, will be deducted and paid from the Vacation Bank for the Vacation Year as identified at ~~9.03(b)~~ Article 9.04. Any such Vacation Time granted shall be taken at a time mutually agreed to by the bargaining unit Employer.

(b) ~~Upon completion of one (1) years' service, an employee shall be entitled to a Vacation Time of fifteen (15) working* days, less any time granted as identified in Article 9.03(a), which shall be taken in the first Vacation Year. Payment for any Vacation Time taken in the Vacation Year shall be paid from the employee's Vacation Bank and the employee shall receive their current hourly rate of pay for each hour of every working* day or six percent (6%) of the employee's gross earnings whichever is the greater; subject to Articles 5, 10.01, 10.03(b), 11.01(b) and 11.02, for the one (1) year period immediately preceding an employee's anniversary date of hire.~~

9.04 Upon completion of ~~one (1)~~ ~~five (5)~~ years' service an employee shall be entitled to a Vacation Time of twenty (20) working* days less any time granted as identified in Article 9.03(a), which shall be taken in the first Vacation Year.

Payment for any Vacation Time taken in the Vacation Year shall be paid from the employee's Vacation Bank and the employee shall receive their current hourly rate of pay for each hour of every working* day or eight percent (8%) of the employee's gross earnings whichever is the greater; subject to Articles 5, 10.01, 10.03(b), 11.01(b) and 11.02, for the one (1) year period immediately preceding an employee's anniversary date of hire.

For such employees, they may request more than twenty (20) days in any calendar year and the Employer may grant the requests but such requests are not guaranteed. The Employer agrees to not unreasonably deny such requests.

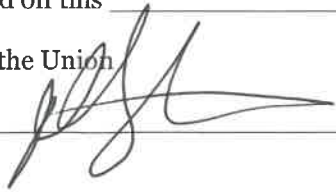
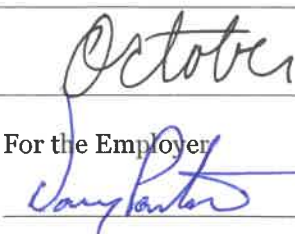
~~9.05~~ In addition to the Vacation Time referenced in Article 9.04 an employee shall, upon completion of six (6) years' service and for each successive year of service thereafter, be entitled to commence receiving and accumulating one (1) additional working* day as Vacation Time to a maximum cumulative total of thirty (30) working* days' Vacation Time.

~~This table is in reference to Article 7.01.~~

Completed Years of Service	Vacation Time Total	Vacation Time as Hours
1-4	15 working* Days	97.5 Hours
5	20 working* Days	130.0 Hours
6	21 working* Days	136.5 Hours
7	22 working* Days	143.0 Hours
8	23 working* Days	149.5 Hours
9	24 working* Days	156.0 Hours
10	25 working* Days	162.5 Hours
11	26 working* Days	169.0 Hours
12	27 working* Days	175.5 Hours
13	28 working* Days	182.0 Hours
14	29 working* Days	188.5 Hours
15	30 working* Days	195.0 Hours

~~The "Vacation time Total" shall be identified as "working* days" and "Vacation Time as Hours" will be adjusted accordingly, in accordance Article 5.08, for those employees working any other schedule as referenced in Article 7.02.~~

~~9.06~~ Payment for Vacation Time as outlined in Article 9.05 above shall be:

E&OE
Signed off this 26th day of October 2023
For the Union  For the Employer 

- (a) ~~21 and 22 working* days at their current hourly rate for each hour of every working* day or eight percent (8%) of the employee's gross earnings, whichever is greater; subject to Articles 5, 10.01, 10.03(b), 11.01(b) and 11.02.~~
- (b) ~~23 to 27 working* days inclusive at their current hourly rate for each hour of every working* day or ten percent (10%) of the employee's gross earnings, whichever is greater; subject to Articles 5, 10.01, 10.03(b), 11.01(b) and 11.02.~~
- (c) ~~28 to 30 working* days at their current hourly rate of pay for each hour of every working* day or twelve percent (12%) of the employee's gross earnings whichever is greater; subject to Articles 5, 10.01, 10.03(b), 11.01(b) and 11.02.~~

~~9.07 9.05~~ By the second (2nd) pay period of January of each year, Regular Full Time and Part Time employees who have achieved regular status shall receive, by separate cheque/deposit, a vacation bonus of two percent (2%) of gross earnings earned in the previous calendar year. At the bargaining unit Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to the employee's termination/resignation date.

The Employer agrees to open the worksite or provide work at an alternate location for those employees who choose to elect to work on the following dates:

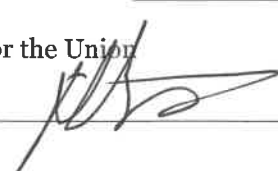

- Friday before B.C. Day
- Friday before Labour Day
- Any weekday closure days after Boxing Day and New Year's Eve

Employees who elect not to work on any of the above dates shall have the option of taking vacation days.

~~9.06 9.08~~ Selection of employee's vacations shall be in order of seniority. Employees who wish to take their vacations in two (2) or more vacation blocks instead of one (1) unbroken period shall select only one (1) vacation block by seniority until all employees in the signing group have had the opportunity to select one (1) vacation block. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate blocks shall select the second (2nd) and subsequent periods in order of seniority. The vacation block(s) requested by an employee shall be selected with the understanding that the vacation requested covers the employee's regularly scheduled work weeks.

~~9.07 9.09~~ The bargaining unit Employer shall make a vacation schedule available by the end of the first (1st) week of November and employees shall indicate their vacation selection by November 30th of each year. Employees shall receive their vacation confirmation on or about December 15th of each year.

E&OE
Signed off this 26th day of October 2021


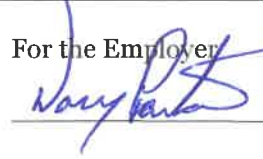
For the Union  For the Employer 

9.08 Vacation Bank and Vacation Time Carry-Over:

No unused monies in an employee's Vacation Bank or unused Vacation Time may be carried over beyond the employee's anniversary date without prior written approval of the bargaining unit Employer.

At the time of an employee's anniversary date, all unused Vacation Time that has not been carried over with the prior written approval of the bargaining unit Employer shall be forfeited and the employee's Vacation Bank shall be paid out by separate cheque where possible or by electronic deposit on the pay period following the employee's anniversary date subject to Articles 5 and 9.01.

9.09 Upon fifteen (15) days' written notice, a regular employee shall be entitled to receive, prior to commencement of the employee's vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period. The employee will receive pay the last working day prior to commencement of vacation.

E&OE
Signed off this 26th day of October 2023
For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP	10.07	NEW—Domestic or Sexual Violence Leave	

10.07 Domestic or Sexual Violence Leave

a) If an employee or family member pursuant to the *Employment Standards Act* experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

- i. to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- ii. to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
- iii. to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
- iv. to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
- v. to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

b) If an employee requests leave under Article 10.07.a, the employee is entitled during each calendar year to:

- i. up to 5 days of paid leave:

E&OE
Signed off this 26th day of October 2023

For the Union

For the Employer

- ii. up to 5 days of unpaid leave, and
- iii. up to 15 weeks of additional unpaid leave.
- c) A leave under Article 10.07.b.i or Article 10.07.b.ii may be taken by the employee in one or more weeks of time.
- d) A leave under Article 10.07.b.iii may be taken by the employee one week at a time or more than one week at a time with the employer's consent.
- e) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.
- f) Such documentation shall be held in the strictest confidence.

E&OE
Signed off this 26th day of October 2023

For the Union [Signature]

For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 25	Time:
UP	10.08	<i>NEW</i> —First Responder Leave Revised per ER comments October 25 Unpaid versus paid	

10.08 First Responder Leave

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

E&OE

Signed off this

26th

day of

October

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For the Union

[Signature]

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: October 25	Time:
UP	11.01.e	<i>NEW</i> —Gender Transition Leave Add to Article 11 instead of a standalone article per discussions on October 25 2023	



11.01

e) Gender Transition Leave

- i. 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.
- ii. The provisions of that leave will follow sick leave provisions.
- iii. 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.
- iv. 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.

The rest of Article 11 remains unaltered.

E&OE
Signed off this 26th day of October 2023

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: October 25	Time:
UP	16.01-16.02	AMEND- Article 16.01 Add Title 16.02 Revised per ER comments on October 25, 2023	

16.01 An employee shall have ~~the right to request~~ a Job Steward(s) or Union Representative(s) of the Union to be present at any discussions with the bargaining unit Employer that could and/or does give rise to disciplinary action.

The bargaining unit Employer shall contact the employee, the Job Steward and/or the Union Representative prior to the upcoming discussions.

16.02 Employee Investigations and Disciplinary Action

~~It is hereby agreed that the bargaining unit Employer has the right to discipline and discharge for just cause. The bargaining unit Employer will provide the employee with a written letter the day of the discipline or discharge clearly establishing the reasons for such discipline or discharge, with a copy provided to the Union Job Steward and to the Union the day of the discipline or discharge.~~

a. Where an employee is under investigation by the Employer for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation.

In any event, shall be notified of those matters at the earliest reasonable time and before any action is taken by the Employer.

b. The employee shall be advised that a designated representative of the Union must be present at any meeting in connection with such investigation per Article 6 (Union Representation). Attendance at such meetings will be without loss of pay.

E&OE

Signed off this

26th

day of

October

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For the Union

For the Employer

c. With the exception of a verbal warning, the Employer will provide the employee and the Union with a statement, in writing, at the time of the discipline or termination clearly establishing the reason for such discipline or termination. A designated representative of the Union must be present at all disciplinary and/or termination meetings. Attendance at such meetings will be without loss of pay.

16.03 Employee Salary and Benefits upon Termination

An employee who is terminated by the bargaining unit Employer, in accordance with Article 16.02 shall receive their Record of Employment and be paid all accumulated monies in the employee's Vacation Bank, wages and bonuses (in accordance with Article 9.07) by the next payroll cycle following such termination of employment.

16.04 Personnel File

Upon request an employee shall, with a Job Steward and/or Union Representative, and a Manager and/or designate, be entitled to review the employees disciplinary file annually and/or in the event of a grievance investigation.

For any letters of expectation or letters of direction or any documentation of a critical nature, such documentation shall not be relied upon after twelve (12) months and shall be removed from the personnel file.

Disciplinary action such as letters of discipline or letters of suspension shall not be relied upon by the bargaining unit Employer where an employee has been discipline free for eighteen (18) months after filing, and provided that no further material of a similar nature has been subsequently filed.

E&OE

Signed off this

20th

day of

October

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP	Article 18 Grievances	18.02 Revise and re-letter 18.03 Revise 18.10 <i>NEW</i> Add list of arbitrators	

18.02 All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred.

The procedure for the adjustment of a grievance shall be as follows:

a) Step 1:

Any employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward or the Union, discuss the matter with the Supervisor or designate.

b) Step 2:



Should the employee and the Job Steward or the Union be dissatisfied with the Supervisor's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable Article(s) of the Agreement. The Union will direct all correspondence to the affected bargaining unit Employer who shall answer the grievance in writing within ten (10) working days.

c) Step 3:

(a) i. The Union or the bargaining unit Employer shall have the right to initiate a group grievance or a grievance of a general nature as a dispute at Step 3 of Article 18.02, thereby eliminating Steps 1 and 2.

(b) ii. Any dispute or grievance that cannot be resolved at Steps 1 or 2 or which has been initiated as a Step 3 dispute shall be referred to a meeting of the bargaining unit Employer and the Union. Such a meeting will be held within ten (10) working days. If settlement is not reached within ten (10) working days after that meeting, the initiating party may refer the matter to arbitration.

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Signed off this 26th day of October 2023

For the Union  For the Employer 

18.03

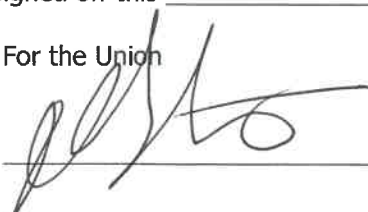

- a) After exhausting the Grievance Procedure at Article 18.02c.ii (b) above, either party must refer the matter, in writing, to either ADR or arbitration within ~~thirty (30)~~ forty (40) calendar days failing which the grievance will have been deemed to have been abandoned.
- b) It is the intent of both the Union and the Employer that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure.
- c) The time limits in this grievance procedure may be altered by mutual written consent of the parties.

18.10 List of Arbitrators

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

Mark Brown
Rick Coleman
Jacque de Aguayo
Elaine Doyle
Christopher Foy
John Hall
Alison Matacheski
Arnie Peltz
Amanda Rogers
Ken Saunders

E&OE
Signed off this 26th day of October 2027

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP #	19.02	<i>Amend—increase eye exam amount</i>	

19.02 Eye Examinations:

All employees who are required to work with Visual Display Terminals on a regular basis shall be entitled to the following:

- (a) An Eye examination by an Ophthalmologist/Optometrlist of the employee's choice once every two (2) years and,
- (b) Upon written confirmation from the carrier and with receipts provided by the employee, the Employer shall assume the costs of such tests where such costs are not covered by insurance to a maximum benefit payable of ~~sixty dollars (\$60.00)~~ one-hundred (\$100.00).

E&OE

Signed off this

26th

day of

October

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP	Article 21	NEW Article –move LoU No.1 into the Collective Agreement Revise investigation process—remove panel process	

ARTICLE 21 SEXUAL AND / OR PERSONAL HARASSMENT and BULLYING IN THE WORKPLACE

1. (a) MoveUP and the bargaining unit Employer recognize the right of an employee to work in an environment free from sexual and/or personal harassment and bullying, and shall take such actions as are necessary respecting an employee engaging in any of these circumstances in the workplace.
- (b) Sexual harassment is engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - (i) Sexual solicitation or advance
 - (ii) Inappropriate physical contact and/or sexual assault;
 - (iii) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate physical contact is rejected.
- (c) Personal harassment is any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the BC Human Rights Code (race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age) that is likely to cause offence or humiliation to any person.
- (d) Bullying includes any inappropriate conduct or comment by a person towards a colleague that the person knew or reasonably ought to have known would cause that

E&OE
Signed off this 26th day of October 2022

For the Union

For the Employer

colleague to be humiliated or intimidated. Bullying behavior includes, but is not limited to:

- (i) Verbal aggression or yelling
- (ii) Humiliating initiation practices or hazing
- (iii) Spreading malicious rumors or calling someone derogatory names

(e) Bullying excludes, but is not limited to:

- (i) Expressing differences of opinion;
- (ii) Offering constructive feedback, guidance, or advice about work-related behaviour;
- (iii) Reasonable action taken by a bargaining unit Employer or supervisor or supervisor, relating to the management and direction of employees, or the place of employment (e.g., managing an employee's performance, taking reasonable disciplinary actions, assigning work)

Procedures:

- (f) An employee (i.e., the complainant) who wishes to pursue a concern arising from an alleged sexual and/or personal harassment or bullying may submit a complaint in writing, directly to the bargaining unit Employer or designate. Complaints shall be treated in strict confidence by the bargaining unit Employer. The Union will be informed immediately of any such complaint.
- i. An alleged offender (i.e., the respondent) shall be required to attend and participate in any investigation. The alleged offender shall be informed of the substance of the complaint at the time of the investigation. A Union Representative shall be provided to both the complainant and the respondent.
- ii. An employee who wishes to pursue a concern arising from a violation of this Article may submit a grievance. Incidents occurring prior to the identified time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the allegation being grieved.
- iii. Pending determination of the complaint, the bargaining unit Employer may take interim measures to separate the complainant and respondent concerned if deemed necessary.

E&OE
Signed off this 26th day of October 2023

For the Union


For the Employer


- (g) The bargaining unit Employer shall, within thirty (30) days of receipt of the report, make a determination with respect to the report.
- (h) The bargaining unit Employer's determination may be grieved pursuant to Article 18.

E&OE
Signed off this 26th day of October 2021

For the Union [Signature]

For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 25, 2023	Time:
UP		NEW- Impact of Legislation Added new article number	

Article 22 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 26th day of October 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

IRONWORKERS LOCAL 97 PROPOSALS 2023 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP	Appendix A	<i>Revised per ER proposal discussions on October 25</i>	


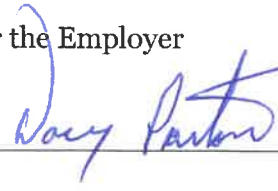
Wage and Term --Three (3) Year Term *May 1, 2023 to April 30, 2026

The Parties agree to amend Appendix A as follows:

- Elimination of Category 1 and 2
 - [Job Duties in current Category 1 and Category 2 shall be incorporated into Category 3]
- Category 3--currently \$31.57 [no current employees in this category]
 - Effective October ~~29~~²², 2023 \$36.35
 - Effective April 28, 2024 \$38.13
 - Effective May 4, 2025 \$39.96
- Category 4--currently \$33.82
 - Effective October ~~29~~²², 2023 \$38.97
 - Effective April 28, 2024 \$40.92
 - Effective May 4, 2025 \$42.95

Training and Supervisor Differentials shall remain at the current amounts in the collective agreement.

E&OE
Signed off this 23rd day of October 2023

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: October 25, 2023	Time:
UP#22	LoU	Union and Employer agree to form a committee to discuss the process of increasing the daily and weekly hours of work for employees	

LETTER OF UNDERSTANDING

BETWEEN

**IRONWORKERS LOCAL 97
IRONWORKERS LOCAL 97 TRADE IMPROVEMENT COMMITTEE**

("the Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION LOCAL 378
dba as
Movement of United Professionals (MoveUP)**

("the Union")

RE: HOURS OF WORK JOINT COMMITTEE

The Parties agree to meet within ninety (90) days from the ratification of the collective agreement to discuss work arrangements to increase weekly hours of work up to forty (40) hour per week including a discussion of:

- which positions might be included
- the criteria including but not limited to:
 - mutual agreement of the Union, Employer, and the employee
 - process of bi-annual agreement to continue the extended hours of work to allow the arrangement to cease if there are concerns by any part
 - confirmation the increase in hours does not trigger overtime until the new hour limits are exceeded
 - potential impacts on other aspects of the collective agreement
 - potential impacts on other employees
 - process for multiple employee requests

E&OE

Signed off this

26th

day of

October

20

23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**IRONWORKERS LOCAL 97
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 25, 2023	Time:
UP#23	LoU	Union and Employer agree to form a committee to discuss the process of any remote work that may occur in the workplace.	

LETTER OF UNDERSTANDING

BETWEEN

**IRONWORKERS LOCAL 97
IRONWORKERS LOCAL 97 TRADE IMPROVEMENT COMMITTEE**

("the Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION LOCAL 378
dba as
Movement of United Professionals (MoveUP)**


("the Union")

RE: REMOTE WORK JOINT COMMITTEE

The Parties agree to meet within ninety (90) days from the ratification of the collective agreement to discuss remote work arrangements could work including a discussion of:

- which positions might be included
- the criteria including but not limited to:
 - scheduling
 - when attendance at the workplace is required
 - maintaining service to Ironworkers Local 97 members
 - maintaining remote work location from a health and safety perspective
 - maintenance of equipment and supplies
 - process for multiple employee requests

E&OE
Signed off this 26th day of October 2023

For the Union  For the Employer 