

MEMORANDUM OF AGREEMENT

BETWEEN:

Construction, Maintenance and Allied Workers Bargaining Council
(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 January 1, 2021 through December 31, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

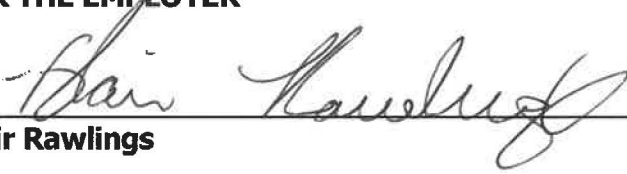
THEREFORE:

1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from January 1, 2024 to December 31, 2026 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 January 1, 2024 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 23rd day of November, 2023

FOR THE EMPLOYER



Blair Rawlings



Chris Wasilenchuk

FOR THE UNION



Daniel Storms, Union Representative



Breana Coyle, Bargaining Committee



Michele Da Silva, Bargaining Committee

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**CMAW BC
PROPOSALS 2024
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP# 1	4.02	AMEND- Article 4 The Rights of the Employer	

4.01 Employer Rights

The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Articles 18 and 19.

4.02 The Union and the Employer recognize the responsibility and right of the Employer to manage its rights outlined in Article 4.01 in a fair and reasonable manner. It is further agreed that the Employer may exercise these rights provided that they are not contrary to legislation or this Agreement and its intent.

E&OE
Signed off this 9th day of November 20 23

For the Union

For the Employer

Employer
[Signature]
[Signature]

[Signature]
[Signature]
for Union



(Canadian Office and Professional Employees Union, Local 378)

**CMAW BC
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP# 2	6.08	New- Article 6.08 Right of Representation	

6.08 Right of Representation

- a. A representative(s) of the Union (i.e., job steward or Union 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) of the Union (i.e., job steward or Union Representative) 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 representative(s) of the Union (i.e., job steward or Union Representative) and the affected employee(s) shall be released from their duties without loss of pay.
- c. At any meeting 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 6.08.a.

E&OE
Signed off this 9th day of November 2023

For the Union ^{Employer}

For the Employer

Brian Kaulby

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**CMAW BC
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP# 3	8.01	<i>add new holiday National Day for Truth and Reconciliation break up paragraph for ease of reading</i>	

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	Friday before BC Day	British Columbia Day
Friday before Labour Day	Labour Day	<u>National Day for Truth and Reconciliation</u>	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day	

- a. ~~and any~~ 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.
- b. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday or a Sunday, 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 Employer and the employee.

8.02 Day in Lieu

In the event any of the holidays listed in 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 9th day of November 2023

Employer
For the Union

Union
For the Employer

[Handwritten signatures for Union and Employer]



(Canadian Office and Professional Employees Union, Local 378)

**CMAW
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 9, 2023	Time:
UP#5v2	10.02	Common-law spouse, son in law, daughter in law to list Re-letter for ease of reading Revised per ER comments on November 9, 2023 2:30pm approx.	

10.02 Bereavement Leave:

- a) In cases of death in the immediate family, i.e., spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren an employee shall be granted up to three (3) working days leave of absence with full pay.

Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

- b) Employees who have to travel out-of-province or overseas or from remote areas may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

Nov 9th, 2023

For the Union

Nov 9 / 2023

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CMAW BC
PROPOSALS 2024
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#6V2, 10.03, ESA wording for leaves, Simplified wording per ER comments on November 9, 2023.

10.03 Pregnancy and Parental and Adoption Leave

- a) For the purpose of this Article, "spouse" includes common-law and same sex partners.
b) Pregnancy and Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
c) Employees who have completed six (6) months of service shall be paid the maximum pregnancy/parental benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.)
d) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
e) Pregnancy (Maternity) Leave
i. A pregnant employee who requests leave under this article is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that:

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

For the Union

For the Employer

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Handwritten signature for the Employer

- a. begins no earlier than 13 weeks before the expected birth date; and
- b. begins no later than the actual birth date; and
- c. ends no later than 17 weeks after the leave begins.
- ii. An employee who requests leave under Article 10.03.e after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- iii. An employee who requests leave under Article 10.03.e is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under Article 10.03 e) i or Article 10.03 e.ii.
- iv. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before the pregnancy leave of absence per Article 11 (Sick Leave, Welfare Plans and Pension Plan)

f) **Parental Leave**

- i. An employee who requests parental leave is entitled to the leave as follows:
 - a. up to 61 consecutive weeks of unpaid leave for a birth parent who takes leave under Article 10.03.e, which must begin, immediately after the end of pregnancy leave unless the employer and employee agree otherwise,
 - b. up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children
 - c. if the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 10.03 f) i. a.
 - d. A request for leave must be given in writing to the employer at least 4 weeks before the employee proposes to begin leave.

E&OE
Signed off this

23rd

day of

November

23

For the Union



For the Employer



g) **Adoption Leave**

- i. 62 consecutive weeks of unpaid leave for an adopting parent, which must begin within 78 weeks after the child or children are placed with the parent.
- ii. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this Article is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the adoption leave.
- iii. A request for leave must be given in writing to the employer at least 4 weeks before the employee proposes to begin leave.

E&OE

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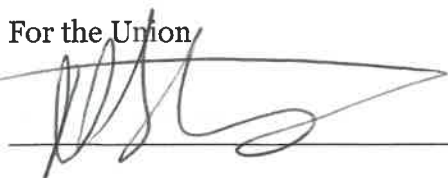
23rd

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November

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CMAW
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7v3	10.09	<p><i>NEW</i>—First Responder Leave</p> <p>Revised per ER comments on November 23, 2023</p> <p>Inclusion of types/groups of activities that would apply under this article.</p> <p>Revisions are in bold.</p>	

10.09 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive **a maximum of up to five (5) days paid leave per year** to provide emergency services when dispatched.

Copy of the dispatch to be supplied to the Employer upon request.

Such emergency services under this article are as follows:

Search and Rescue

Volunteer Firefighters

Volunteer Paramedics

Other identified groups or organizations mutually agreed to by the Employer and the Union.

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

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CMAW BC PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 9, 2023	Time: 3:30pm
UP#9	11.02	Benefits and Pensions Parity of Employer contribution as for CMAW members	

11.02 Benefits and Pensions

- a) Employees shall be covered by the employer's benefit and pension plans. The Employer shall pay the full premium cost for the employee's coverage under such plans.

The Employer will contribute the minimum required hourly contributions to cover the full cost of the benefit plan and the pension plan ~~\$2.40 towards the benefits and \$4.04 per hour towards the pension~~, which shall include:

- a) Annual vacation
 - b) Straight time hours worked
 - c) Statutory holidays
 - d) Banked overtime hours if taken in pay
 - e) Straight time equivalent of overtime hours if not banked
 - f) Paid sick leave
- b) Effective January 1, 2024, the Employer shall match the CMAW-CLR pension contribution rates for all employees under this collective agreement.
- c) Temporary/Casual Employees shall be covered by the employer's pension plan. The Employer will contribute ~~\$\$4.04~~ per hour towards pension as outlined in Article 11.02(b).

E&OE
Signed off this 9th day of November 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CMAW BC PROPOSALS 2024 Union Proposals (UP Item)



Union Number	Affected Article/MOU	Date:	Time:
UP#16		NEW- Impact of Legislation	

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

[Signature]

day of

November

20 *23*

For the Union

[Signature]

For the Employer

[Signature]
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**CMAW
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2023	Time: 2:15pm
UP15v5	Appendix A		

Wage and Term

Effective January 1, 2024

6.00% as market adjustment to all categories

Effective January 1, 2025

4.50% increase to all categories

Effective January 1, 2026

4.50% increase to all categories

E&OE

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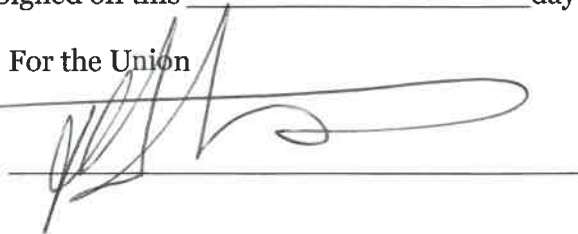
23rd

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For the Employer

