

MEMORANDUM OF AGREEMENT

BETWEEN:

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

PARTY OF THE FIRST PART

AND:

**Canadian Office and Professional Employees' Union, Local 378
(hereinafter referred to as the "Union")**

PARTY OF THE SECOND PART

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from April 1, 2021, to March 31, 2024, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from April 1, 2024, to March 31 2027.
5. Upon ratification by both Parties in accordance with this Memorandum, the provisions of Appendix "A" shall come into force and effect and shall be fully retroactive, unless specifically stated otherwise.

6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties.
7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.

Signed at Richmond and Burnaby , B.C. this 10th day of October, 2024.

For the Union

For the Employer

Signed by:

A58C70D7E195046D
Ivan Temese, Job Steward


Kimberlea Bennett, Schneider Electric


Daniel Storms, Union Representative

Signed by:

A48C48B280E4B3
Luigi Esposito, Schneider Electric

APPENDIX "A"

2024 Collective Agreement Negotiations with MoveUP, (COPE Local 378)



Counter proposal to UP6v6 Appendix A

Wage & Term without proposed benefit cost share

Effective April 1, 2024 4% Increase to all categories & positions

Effective April 1, 2025 4% Increase to all categories & positions

Effective April 1, 2026 4% Increase to all categories & positions

Including the paid family leave benefit enhancement (Maternity, Parental, Care Leave & Bereavement enhancements)

A handwritten signature in black ink, appearing to read "Kimberlea Bennett".

Kimberlea Bennett
Schneider Electric

A handwritten signature in black ink, appearing to read "Daniel Storms".

Daniel Storms
MoveUP (COPE 378)



(Canadian Office and Professional Employees Union, Local 378)

SCHNEIDER ELECTRIC PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 8, 2024	Time: 12:30pm
UP#1v3	3.05	Revised proposal per ER comments of May 8, 2024 Contracting Out Clarify conditions for when contracting out can occur. Clarify process of new positions and Union notification.	

3.05 Contracting Out and Exclusions from the Bargaining Unit

a) Contracting Out

~~The Company will not contract out work normally performed by employees within the bargaining unit except only in cases of work of a non-continuing short term duration or in emergency circumstances, when qualified employees in the bargaining unit are not available.~~

~~The Company further agrees that it will not contract out work normally performed by employees within the bargaining unit which will deny promotional opportunities to sufficiently qualified bargaining unit employees, or which will result in any displacement of employees within the bargaining unit, unless agreed by the Union.~~

The Company shall not contract out any duties that consist of the type and kind of work that would normally and regularly be performed by members of the bargaining unit, except where there is mutual agreement between the Employer and the Union.

All work performed by members of the bargaining unit as part of their duties and responsibilities shall continue to be performed only by members of the bargaining unit except only in cases of work of a non-continuing short term duration or in emergency circumstances, when qualified employees in the bargaining unit are not available.

b) Exclusions From the Bargaining Unit

- (i) Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

EBOE
Signed off this

8th

day of

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For the Union

For the Employer

- (ii) Newly created positions similar to the type and kind of work that would normally and regularly be performed by members of the bargaining unit, shall be included in the bargaining unit. Per Article 7.05 (New Position) and Article 18.02 (New or Changed Bargaining Unit Positions), if the Parties cannot reach agreement on new positions, such disagreements shall be referred to arbitration per Article 4 (Grievance Procedure).
- c) The Company shall make every effort to publicize job vacancies locally and nationally to enable a sufficient pool of potential applicants.
- d) Upon request, the Employer shall provide the Union with:
 - (i) a summary of all applicants' qualifications, training and experience without identifying who the applicants are such as their name, age, location etc.
 - (ii) the Company's efforts to hire applicants with partial qualifications, training and experience.

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Signed off this

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For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

SCHNEIDER ELECTRIC PROPOSALS 2024 Union Proposals (UP Item)



Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	5.04 8.07	AMEND- Article 5.04 and 8.07 Revised loss of seniority to cross-reference Article 8.07 (Notice of Recall) Replace clause and paragraph with Article Add additional days to accept offer of recall and additional time start back to work	

5.04 Loss of Seniority

An employee shall lose their seniority only if they:

- a) voluntarily quits the employ of the Company;
- b) Is discharged for just cause;
- e) Is on lay off and fails to report back to work within the timelines outlined in Article 8.07 (Notice of Recall): seven (7) calendar days of a Notice of Recall by registered mail to the last address on record with the Company;
- d) Is laid off for a period in excess of the recall period provided for in paragraph 8.05 a) and b) Article 8.05(a) and Article 8.05(b);
- e) leaves the bargaining unit to take a position excluded under the Labour Relations Code of British Columbia and is thus required to withdraw from the Union, except as allowed under Clause Article 5.05.

E&OE
Signed off this 7th day of May 2024

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

SCHNEIDER ELECTRIC PROPOSALS 2024 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU		
UP#3	9.01	AMEND- Article 9.01 Confirm instances in which union representation is required. Clarify employer investigation process	

9.01 Union Representation

It is hereby agreed that the Company has the right to discipline, and to discharge without notice, for just cause, subject to the Grievance Procedure with the right to vary the penalty.

(a) Union representation will be present for any discussion or meeting involving any representative(s) of the Company and ~~any employee(s) the subject matter of which is the discipline, discharge or termination by the Company of said employee(s)~~ 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.

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Signed off this

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For the Union

For the Employer

(b) Employee Investigations and Discipline Process

When a Union representative is subject to discipline, discharge or termination, another Union designated representative must be present and act as their representative for the purpose of this Article.

Prior to disciplining or discharging an employee, the Employer must issue a notice of investigation to the employee and to the Union outlining the alleged concerns requiring a meeting with the employee.

At the time of discipline or discharge, the Company will give the employee a written statement of the reasons for such discipline or discharge and will send a copy to the Union.

(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.

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AS May 7/24



(Canadian Office and Professional Employees Union, Local 378)

SCHNEIDER ELECTRIC PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#4	11.01	AMEND- Article 11.01 Add <i>National Day of Truth and Reconciliation</i> Put the holidays into a textbox for ease of reading Divide into sub-sections for ease of reading	

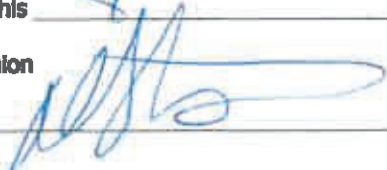
11.01 For the purpose of this Agreement the Company acknowledges the following days to be Statutory Holidays with pay:


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 Eve
Christmas Day	Boxing Day	New Year's Eve	

and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

The Company further agrees that should any of the above Statutory Holidays fall on either a Saturday or a Sunday, it will be observed on the Monday succeeding the holiday or the working day succeeding the holiday.

E&OE
Signed off this 7th day of May 2024

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 398)

SCHNEIDER ELECTRIC PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP#5	16	AMEND- Article 16 Revise to be current with current ESA legislation Split article into sub-articles	

16.03 Maternity And/Or Adoption Leave

- a) Prior to the Date of Birth or Adoption, ^{9/13/24} an employee will be granted unpaid leave of absence for maternity or adoption reasons.

Any absence granted under this policy will not exceed ~~forty-two (42)~~ ~~seventy-eight (78)~~ ^{seventy-eight (78)} continuous weeks except as provided under Article 16.04, or by government regulation or legislation.

Adoptive Parents can take a leave of absence of up to ~~thirty-seven (37)~~ ~~sixty-two (62)~~ ^{sixty-two (62)} weeks within seventy-eight (78) weeks following the adoption of the child or children.

^{By Ave (52) W}
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 16.03.

Thirty (30) days prior to commencement of the leave of absence, the employee will notify their Manager of the number of weeks of leave they will be taking.

- b) Leave will begin at any time chosen by the employee during the six (6) week period immediately preceding the expected delivery date or date of adoption. Unless medical reasons make it impractical, employees qualifying for unpaid leave of absence shall provide notice as specified in Article 16.03 a).

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For the Union

For the Employer

16.04 Extended Leave Requests

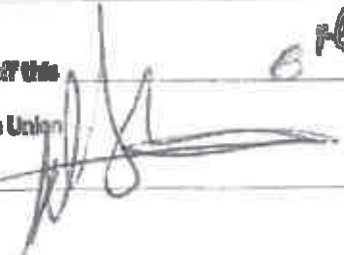
An extension of up to twenty-six (26) weeks beyond the leave pursuant to Article 16.05 a) shall be granted upon written application to the employee's Manager.

16.05 Parental Leave

- a) An employee shall be granted an unpaid leave of absence for a continuous period not exceeding ~~thirty-seven (37)~~ sixty-two (62) weeks ~~within seventy-eight (78) weeks following the birth of the child or children., thirty-five (35) sixty-one (61) weeks within seventy-eight (78) weeks following the birth of the child or children~~ for a birth mother who has taken Maternity Leave. ~~provided such leave is commenced within one (1) year following the birth or adoption of a child.~~
Five (5) weeks
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 16.05.
- b) An employee will give the company as much notice as possible of the date on which the employee wishes to begin the leave of absence, but in no instance less than thirty (30) calendar days' notice.
- c) An employee desiring to return to regular employment following paternity leave shall notify the Company at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the paternity leave.
- d) Parental leave shall cease when the employee:
 - resigns during the period of leave or
 - elects not to return to her position at expiry of the leave, or
 - fails to do so within the prescribed time limit.
- e) Employees wishing to return to regular employment following maternity or adoption leave shall notify their Manager in writing at least thirty (30) calendar days prior to the desired date of return.
- f) The Primary Leave Payment will top up the gross EI benefits to a maximum of 100% of the employee's base pay at the time the leave commenced up to a maximum of 12 weeks.

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For the Union



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- g) The Secondary Leave Payment will top up the gross EI benefits to a maximum of 100% of the employee's base pay at the time the leave commenced up to a maximum of 2 weeks including the EI waiting period.

Employees who are not in receipt of EI parental benefits will receive a Secondary Leave Payment up to 100% of the employee's base pay at the time the leave commenced to a maximum of 2 weeks.

16.06 Benefit Coverage

The Company will continue to pay its share of premiums for the period of leave governed by the Employment Standards Act, Maternity Adoption and Parental Leave provisions. ~~(At date of signing maximum 50 weeks)~~ ^{1/2 60}

Maintenance of benefit coverage beyond the period covered by the Employment Standards Act will be at the expense of the employee.

16.07 Vacancies Due To Leaves

- a) The Company shall fill the vacancy created by the granting of parental, maternity or adoption leave in accordance with Article 6.7 (Job Vacancies).

The employee selected to fill the vacancy shall continue to do so until the employee on parental, maternity or adoption leave has, at the expiration of their leave:

returned to their position; or
resigned; or

advised the Company of their election not to return to the position at the expiration of their maternity, adoption, or parental leave, and the Company has refilled the position.

- b) Where an extension is granted under Article 16.04.b), the corresponding extension of an appointment pursuant to Article 16.07.a) need not be posted.

16.08 Application of Sick Leave

Sick Leave does not apply during maternity, adoption or parental leave ^{1/2 60} ~~except sick days will accrue during the leave per the Employment Standards Act.~~

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For the Union

For the Employer

2024 Collective Agreement Negotiations with MoveUP, (COPE Local 378)



Company Housekeeping #1

12.08 Supplementary Vacation Payout Option

Employees have the option of requesting the cash equivalent of this supplementary vacation. Employees wanting this option must declare by March 31st of the year in which entitlement is being calculated whether they want to take this supplementary vacation or take the cash equivalent in lieu. This pay shall be issued in the first pay period in July.


WE PROPOSE TO

12.08 Supplementary-Vacation Payout Option

Employees have the option of requesting the cash equivalent of ~~this supplementary~~ ~~vacation~~ ~~in lieu~~. Employees wanting this option must declare by March 31st of the year in which entitlement is being calculated. ~~whether they want to take this supplementary vacation or take the cash equivalent in lieu.~~ This pay shall be issued in the first pay period in July.

pl
the (5) vacation days


Kimberlee Bennett
Schneider Electric


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MoveUP

2024 Collective Agreement Negotiations with MoveUP, (COPE Local 378)



Company Proposal #2

Letter of Understanding #8

Christmas Plant Shutdown

RE: CHRISTMAS PLANT SHUTDOWN

1. The Company agrees that the business will be closed for the period between Christmas and New Years.
2. For any of the days during the period not covered by the General/Statutory Holidays called for in the Collective Agreement, an employee may use one of the following:

- i) unused vacation
- ii) flextime
- iii) take the day(s) as time off without pay
- iv) banked overtime

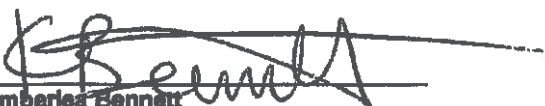
3. In the case of office employees, accounting personnel who are required to work during this period will be paid at double time for all hours worked. Remuneration for any days worked during this period of business closure shall be at double time plus regular time except that double time only shall be paid if an employee chooses to schedule a leave of absence without pay on that day as per 2 (iii) above.

4. The business will close at the end of the business day on the following dates:

2021 Close end of day December 23
Reopen January 4, 2022.
2022 Close end of day December 23.
Reopen January 4, 2023.
2023 Close end of day December 22.
Reopen January 3, 2024.

WE PROPOSE TO

Remove Letter of Understanding #8 to allow employee flexibility.


Kimberlea Bennett
Schneider Electric


Daniel Storms
MoveUP