

MEMORANDUM OF AGREEMENT

BETWEEN:

**Master Trade Union Group
(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 January 1, 2022, to December 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 January 1, 2025, to December 31 2028.
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. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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 Burnaby , B.C. this 7th day of October, 2024.

For the Union

Tracey Tully
UMWA Police
[Signature]

For the Employer

[Signature]
Bob Miller
[Signature]
enly g...

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

MTUG PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: October 4, 2024	Time: 2:50pm
UP#1v2	Article 4	<i>AMEND</i> - Article 4 Rights of the Employer Revised per ER comments of 1:45pm approx.	

EXISTING

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 for in Article 18 and 19.


AMEND

4.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause, and not exercised contrary to legislation or this Agreement and its intent. ~~will be subject to the provisions of this Agreement.~~

The right of the Union or an employee to grieve is provided for in Article 18 (Grievances) and Article 19 (Arbitration). ~~and the right of the Union or employee to grieve as provided for in Article 18 and 19.~~

E&OE
Signed off this 4th day of October 2024

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

MTUG PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2v2	Article 6	<i>New-</i> Article 6.07 Right of Representation Revised per ER comments of 11:35pm approx. Oct. 4 2024	

6.01 through 6.06 NO CHANGE

6.07 Right of Representation

- a) A representative(s) of the union 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 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 and the affected employee(s) shall be released from their duties without loss of pay.
- c) The exercise of rights under Article 6.07 shall not cause undue or unreasonable delay.

E&OE
Signed off this 4th day of October 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

MTUG PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: October 7, 2024 Revised per ER comments and costing information from PBC	Time:
UP #3 v2	11.05-11.07	<i>Extended Health, Dental, Pension Plan and Life Insurance</i>	

11.05

- a) Extended Health Benefit Plan: The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of ~~six hundred dollars (\$600.00)~~ eight hundred dollars (\$800.00) every twenty-four (24) months. Complete EHB coverage details are contained in the most recent PBC booklet or website. Premium costs shall be fully paid by the Employer. Employees shall be provided with a Direct Pay Card for extended health benefits.

The Parties agree that this plan shall be a Lowest Cost Alternative (LCA) plan. The LCA plan, in conjunction with the provincial government's Fair PharmaCare program will continue to provide the same level of benefit as the previous extended health and dental plans, including, where required, brand name medicine. The LCA plan includes a cap of ten dollars (\$10.00) dispensing fee for any prescriptions, and a manufacturer's mark up limit of eight percent (8%).

Enrolment in the BC Fair PharmaCare program is mandatory for coverage.

All extended health services are subject to the twenty-five dollar (\$25.00) annual deductible, the eighty percent (80%) coverage until the cost of services reaches one thousand dollars (\$1,000.00) and then one hundred percent (100%) of coverage thereafter.

For paramedicals, the plan will provide the following amounts per calendar year:

- acupuncturist \$100 [existing]
- chiropractor \$200 [existing]
- massage practitioner no calendar year limit [existing]
- naturopath \$200 [existing]
- physiotherapist no calendar year limit [existing]
- podiatrist \$200 [existing]
- psychologist, clinical counsellor social worker and online cognitive behavioural therapy combined \$500
- speech language pathologist \$300
- all preventative vaccines

E&OE

Signed off this

7th

day of

October

20

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For the Union

For the Employer

Other coverages and limitations are outlined in the Pacific Blue Cross benefit pamphlet.
(Eyeglass/Contacts coverage to increase to \$600/24 months..)

to [signature]

It is understood that any benefit provisions provided by employers under this agreement that are superior those outlined in this agreement shall be maintained at those levels.

Dental Plan:

The dental plan shall be made available to all employees. Premium costs shall be fully paid by the Employer.

- Part A — one hundred percent (100%)
- Part B — sixty percent (60%) Porcelain caps/crowns (2.1% cost to Employer to Part B rates)
- Part C — sixty percent (60%) (Ortho coverage, with a ~~\$3,000.00~~ \$6,000.00 lifetime limit)

11.06 Pension Plan:

- a) Employer contributions to COPE Union Pension Plan shall be as of December 31, 2001 — ten and one quarter (10.25%) of salary
- b) Hours on which payment shall be based are as follows:
 - \$ Annual Vacation
 - \$ Straight time hours worked
 - \$ Statutory Holidays
 - \$ Banked overtime hours if taken in pay
 - \$ Straight time equivalent of overtime hours if not banked
 - \$ Paid Sick Leave
- c) Contributions shall be made for all employees who are not covered by Employer's existing pension plans.
- d) All employees hired after January 13th, 1982, shall be enrolled in the COPE Union Pension Plan.
- e) The Employer shall make payment to the Trustees of the COPE Union Pension Plan, by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by the Union.
- f) The Union will send a copy of the annual statement of the Pension Plan to the President of the Vancouver & District Labour Council, no later than one (1) month from the date of a written request by an Employer party to this Agreement.

11.07 Group Life Insurance:

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide seventy thousand dollars (\$70,000.00) for Life Insurance Coverage and Accidental Death and Dismemberment benefits to age seventy (70) years.

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

For the Union

[Signature]

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

MTUG PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: October 4, 2024	Time: 3:55pm approx.
UP#4v3	16.02	<p><i>AMEND-</i> Article 16.02 Imposition of Discipline</p> <p>Added improved investigation process language</p> <p>Broke up article into subsections and added subtitles for ease of reading.</p> <p>Revised per ER comments of October 4 2024</p>	

16.01, 16.03 and 16.04 NO CHANGE

16.02 Employee Investigations and the Imposition of Discipline

Employee Investigations—Notice

- a) Where an employee is under investigation by the Employer for any cause, the employee shall be advised with the allegations.

Imposition of Discipline

- b) 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.
- c) 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.
- d) An employee shall have the right to have the Job Steward(s) or Union Representative of the Union present at any discussions with the Employer that the employee believes may be the basis of disciplinary action per Article 6.07 (Right of Representation).
- e) Where the Employer intends to meet with an employee for disciplinary purposes, or impose discipline, they shall notify the employee, Job Steward and/or Union Representative.

E&OE
Signed off this 4th day of October 2024

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

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

Union		Date:	Time:
Number	Affected Article/MOU		
UP#5	Article 19 Grievances	NEW <i>List of Arbitrators</i> List of arbitrators to consider prior to requesting an arbitrator appointment from the <i>Labour Relations Board</i>	

19.03 List of Arbitrators

The parties agree to consider the following list of arbitrators under Article 18 (Grievances) and Article 19 (Arbitration) before considering other arbitrators appointed by the BC Labour Relations Board:

- Mark Brown
- Rick Coleman
- Jacque de Aguayo
- Elaine Doyle
- Chris Foy
- Randy Noonan
- Alison Matacheskie
- Arnie Peltz
- Amanda Rogers
- Ken Saunders

E&OE
Signed off this 4th day of October 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date: October 7, 2024	Time:
UP#7v2	Article 22 Appendix A	Wages and Term Article broken up into sub-paragraphs for ease	

ARTICLE 22 – TERM

22.01

- a) This Agreement will be in full force and effect on and after the 1st day of January, 2025, to and including the 31st day of December, 2028. ~~1st day of January, 2022, to and including the 31st day of December, 2024.~~

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining.

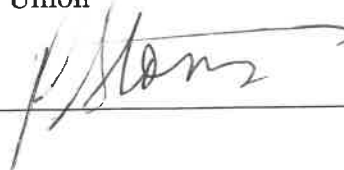

If a notice is not given by either party before the expiry of the Agreement, both parties are deemed to have given notice under this section.

- b) After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect.

22.02

It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

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

For the Union  For the Employer 

**APPENDIX "A"
CATEGORIES, CLASSIFICATIONS AND SALARIES**

Effective January 1, 2025

3.50% increase to all categories

Effective January 1, 2026

3.50% increase to all categories

Effective January 1, 2027

3.25% increase to all categories

Effective January 1, 2028

3.25% increase to all categories

Wage Reopener

In the event the Canadian Consumer Price Index (CPI) exceeds the negotiated wage increase in Year 4 of this agreement (2028), the parties shall meet within thirty (30) days of CPI data having been released to discuss a remedy.

E&OE

Signed off this

7th

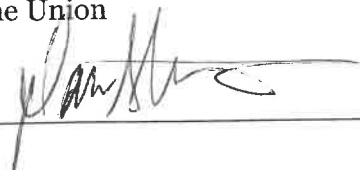
day of

October

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

MTUG PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	2.08	Grammatical/formatting changes Add: Add Surrey Firefighters to the list of MTUG employers	

2.08 Employers to this Agreement

This agreement covers employees of employers known as the "Master Trade Union Group" (MTUG) for the purposes of collective bargaining, labour management meetings, administration of group benefits and other purposes of joint interest.

MTUG is a voluntary employer association and is not accredited pursuant to the Labour Relations Code of British Columbia.

Each ~~MoveUP, Local 378~~, Canadian Office and Professional Employees Union Local 378 (MoveUP) certification within this employer group is discreet for the application of this Agreement, but its terms and conditions apply to every listed Employer except as amended by Letters of Understanding.

The Employers in the MTUG are as follows:

- Bakery & Confectionary Workers International Union of America, Local 468
- BC Professional Fire Fighters' Association and BC Professional Fire Fighters' Burn Fund
- Capilano University Faculty Association
- International Brotherhood of Electrical Workers, Local No. 258
- International Brotherhood of Electrical Workers, Local No. 993
- International Brotherhood of Electrical Workers, Local No. 1003
- International Longshoremen's and Warehousemen's Union, Local 400
- International Longshoremen's and Warehousemen's Union, Local 502
- New Westminster & District Labour Council
- **Surrey Fire Fighters Association Local 1271**
- Unifor, Local 601
- Unifor, Local 76
- Unifor, Local 780 G
- Vancouver & District Labour Council
- Vancouver Community College Faculty Association
- Vancouver Island District Council (Unifor)

E&OE

Signed off this

4th

day of October

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For the Union

For the Employer