MEMORANDUM OF AGREEMENT

BETWEEN:

BERLITZ CANADA INC.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S 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".
- 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, 2017, to March 31, 2025, 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, 2025, to March 31, 2028.
- 5. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.

- 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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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.
- 10. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

Signed at, E	3.C. this day of 2025.
For the Union	For the Employer
Chris Shier	

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

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

The Union proposes changing "Section" to "Article" throughout the entire agreement, when applicable. For clarity, any references to legislation shall continue to be referred to as Section.

The Union proposes the entire collective agreement be updated to become gender neutral. Ie 'he\she' be changed to 'the employee' or 'they\them'.

28.04 Leave Of Absence For Union Business

Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the COPE, Local 378, or the MoveUP or COPE shall be granted an unpaid leave of absence to perform their duties. The Union shall give the Berlitz notice in writing at their earliest opportunity but not less than fourteen (14) working days prior to the commencement of the leave. The Employee will continue to accrue seniority with Berlitz.

[...]

15.02 If, after meeting in accordance with subsection <u>article</u> (b), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between Berlitz and the Union.

[...]

Memorandum of Understanding #1

Between MoveUP (COPE Local 378) and Berlitz Canada

Berlitz agrees that on a trial basis, employees on leave as defined in Article 28.04 and 28.05 shall continue to be paid for instructional units they normally would have worked but for the leave(s) provided that the Union reimburses Berlitz for such costs.

Should Berlitz wish to end this trial for whatever reason, it is entitled to do so upon giving the Union 60 days advance notice.

[]		
E&OE Signed off this	day of	20
For the Union	For the Employer	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	7.08	New – Union Bug	

7.08	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 Labe
	shall be the official Union Label as designated by the Union.

E&OE Signed off this10	day of _	June	20_25
For the Union		For the Employer	
260		Matthew Powell	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	9.01	Amend – Align prohibitive grounds	with Human Rights Act

ARTICLE 9 - PERSONAL RIGHTS

9.01 No Harassment

Subject to the exceptions set out in section 13 (3) of the Human Rights Code of B.C. as amended from time to time Berlitz and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their Employees, members or representatives to discriminate either directly or indirectly against any Employee by reason of race, ancestry, place of origin, colour, age, sex, sexual orientation, gender identity or expression, religion, marital status, family status, mental or physical disability, conviction of a criminal or summary conviction offence unrelated to their employment, political belief, or membership or activity in any trade Union.

E&OE Signed off this10	day ofJune	₂₀ 25
For the Union	For the Employer	
	Matthew Powell	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	14	Amend – Increase notice period an	d eligible severance

ARTICLE 14 - LAYOFF AND RECALL

- **14.01** If a reduction of staff is necessary, Berlitz will lay off staff on the basis of seniority, client needs, including continuity of instructor and client/instructor fit and instructor availability. If there are no particular considerations that arise with respect to client needs and instructor availability, layoffs will be done in reverse order of seniority.
- **14.02** Employees shall be provided with a minimum of 48 hours one (1) calendars' week notice of layoff.
- **14.03** An Employee who is laid off under this agreement shall be placed on the recall list and shall be entitled to be recalled for a period of two (2) years from the date of layoff.

E&OE Signed off this10	day ofJune	₂₀ 25
For the Union	For the Employer	
46	Matthew Powell	2



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	16	Amend – Increase notice period ar	nd eligible severance
ARTICLE 1	6 - SEVERANCE PA	AY	
		r close, Employees working at the tim	e the closure is announce

- workers who have been laid off as a result of the closure shall be entitled to severance pay as follows:
 - 1 week's pay if the employee has completed at least 3 consecutive months of a) employment;
 - 2 weeks pay if the Employee has completed at least one (1) and up to two (2) **b**) consecutive years of employment;
 - b) 3 weeks pay if the Employee has completed three (3) consecutive years of employment; and

an additional week thereafter for each completed consecutive year of employment, to a maximum of eight weeks severance. ten weeks severance

"weeks pay" means for each week of pay an Employee is entitled to the amount obtained by totaling the Employee's weekly wages, at the regular rate, during the last 8 24 weeks in which the Employee worked and dividing the total by 8-24.

- **16.02** It is understood and agreed that at any time the Employee accepts severance pay in accordance with the Agreement, the Employee's employment shall be terminated and such Employee shall have no further rights under this agreement.
- **16.03** A consecutive year is defined as 1050 instructional units taught, on a consecutive year basis.

E&OE Signed off this10)day of _	June	20_25
For the Union		For the Employer	
	<i></i>	Matthew Powell	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	17.01(c)	New – Aligning progressive discipline clause with other Berlit Canada Agreements (COPE, UNIFOR)	

ARTICLE 17 - DISCHARGE, SUSPENSION, DISCIPLINE AND TERMINATION

17.01 Just Cause

Except as set out in Article 11, Berlitz shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with Berlitz.

17.02

a) Union Representation

Employees shall have the right to have a Job Steward or Union Representative present at any meeting with Berlitz that could result in discipline or discharge.

b) Notice of Disciplinary Action

Berlitz shall provide the Employee and the Union with notice, in writing, of any disciplinary action taken and the reasons for such action.

c) Progressive Discipline

The Employer recognizes the principles of progressive discipline.

E&OE Signed off this10	day of	June	20 25
For the Union	For the E	Employer	
		tthew Powell	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	19.02	Amend – Update Arbitrator List	

19.02 Selection of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single Arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If Berlitz and the Union cannot agree on an Arbitrator within twenty (20) calendar days following the date of issue of a notice of referral to arbitration, then the Parties shall choose one (1) of the arbitrators from the list defined below, by random draw, subject to the availability of the selected arbitrator to hear the grievance within ninety (90) calendar days.

Arbitrator List

For the duration of this Agreement the list of Arbitrators shall be:

Rory MacDonald Allan Hope Judi Korbin Gabriel Somjen Lisa Southern Elaine Doyle

This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon expiry of the collective agreement, or by mutual agreement at any time during the collective agreement.

E&OE Signed off this10	day ofjune	₂₀ 25
For the Union	For the Employer	
	Matthew Powe	rll



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number V3	Affected Article/MOU	Date:	Time:
UP#10.2	20.02	Amend – Align language with other Berlitz Canada collective agreements	

20.02

Instructors who have been scheduled to give lesson(s) shall be paid for those lessons whether or not the student(s) attend those lesson(s) unless they are notified by 4:30-3:30-pm the working weekday before the scheduled lesson(s) that such lesson(s) has been cancelled.

E&OE Signed off this10	day of _	June	₂₀ 25
For the Union		For the Employer	
		Matthew Powell	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	25	Amend Article 25	

ARTICLE 25 - MEDICAL CERTIFICATES AND EXAMINATIONS

- 25.01 An Employee may be required by Berlitz to produce a certificate from a medical practitioner if the Employee is absent from work for medical reasons.

 Reasonable proof of illness may be required by Berlitz if an employee is absent from work for medical reasons. All costs associated with medical reports will be borne by the Employer.
- **25.02** Should Berlitz require an Employee to see a health care professional that Berlitz chooses, all costs related to that examination and any report provided as a result of that examination, shall be borne by Berlitz.
- **25.03** Berlitz and any Union Representative who have access to medical information pertaining to any Employee shall protect the confidentiality of such material in accordance with the law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.

NOTE: The Parties are generally aware of Bill 11 and proposed legislative changes that may restrict the employer from requesting medical documentation. Once Bill 11 receives royal assent, the Parties will meet to discuss the impact of legislative changes and determine process and policy going forward based on the newly amended language.

E&OE Signed off this	10	day of _	June	20_25
For the Union			For the Employer	
46			Matthew Po	well



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	27	Amend – Align A27 with provincial employment standards	

The Union proposes housekeeping changes to Article 27 to align Family Leave with provincial employment standards.

ARTICLE 27 - FAMILY LEAVE

27.01 Maternity Leave

(a) Pregnancy Leave

A pregnant Employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave,

- (i) beginning
 - (1) no earlier than $\frac{11}{13}$ weeks before the expected birth date, and;
 - (2) no later than the actual birth date, and;
- (ii) ending
 - no earlier than 6 weeks after the actual birth date, unless the Employee requests a shorter period, and;
 - (2) no later than 17 weeks after the actual birth date.
- (b) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An Employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, they are unable to return to work when their leave ends under subsection (a) or (b).

E&OE Signed off this	10	day ofJune	2025
For the Union		For the Employer	
	279	Matthew Pour	vell

- (d) A request for leave must
 - (i) be given in writing to Berlitz,
 - (ii) if the request is made during the pregnancy, such request shall be given to Berlitz at least 4 weeks before the day the Employee proposes to begin leave, and;
 - (iii) if required by Berlitz, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (c).
- (e) A request for a shorter period under subsection (a) (ii) (1) must
 - (i) be given in writing to Berlitz at least one week before the date the Employee proposes to return to work, and;
 - (ii) if required by Berlitz, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

27.02 Paternity Parental Leave

- (a) An Employee who requests parental leave under this section is entitled to:
 - (i) for the birth mother parent who takes leave under Article 27.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 27.01 unless Berlitz and the Employee agree otherwise;
 - (ii) for the birth mother parent who does not take leave under Article 27.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 62 consecutive weeks of unpaid leave beginning after the birth and within 52 78 weeks after the event;
 - (iii) for the birth father, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and;
 - (iii) for an adopting parent, up to 37–62 consecutive weeks of unpaid leave beginning within 52 78 weeks after the child is placed with the parent.

E&OE Signed off this _	10	day of _	June	20 <u>25</u>
For the Union			For the Employer	
			Matthew Pe	owell

- **(b)** If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 27.02(a).
- **(c)** A request for leave must:
 - (i) be given in writing to Berlitz;
 - (ii) if the request is for leave under subsection 27.02(a) (i), (ii) or (iii), such request shall be given to Berlitz at least four (4) weeks before the Employee proposes to begin leave, and;
 - (iii) if required by Berlitz, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under Article 27.01(a) and Article 27.02 and is limited to 52–78 weeks plus any additional leave the Employee is entitled to under Article 27.01(c) or Article 27.02(b).

E&OE Signed off this	10	day of _	June	20_25
For the Union			For the Employer	
96			Matthew Pour	rell



(Canadian Office and Professional Employees Union, Local 378)

Union					
Number Affected Article/MOU		Date: May 1, 2025	Time: 12:05		
UP#14 V2	27.04	Amend – De-colonize immediate family definition			

27.04 Bereavement

Should an Employee require time off due to the death of an immediate family member, they will be entitled to a paid leave of absence for up to five (5) consecutive days.

Pay will be calculated based on the earnings of the Employee in the preceding four (4) pay periods divided by forty (40).

Immediate family for purposes of Article 27.04 is defined as: parents, parent in law, siblings, spouse, children, guardian, grandchildren, or grandparents of the Employee.

- Partner/spouse of the employee;
- <u>Child, step-child or foster child of the employee or of the employee's partner/spouse;</u>
 - Parent, step-parent or foster parent of the employee or of the employee's
 Partner/spouse;
- <u>Sibling of Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;</u>
 - Grandparent or step-grandparent of the employee or of the employee's partner/spouse;
- Grandchild or step-grandchild of the employee or of the employee's partner/spouse;
- Partner/spouse of a child of the employee;
- <u>Sibling of the employee;</u>
- Sibling-in-law of the employee;
- Children of sibling or sibling-in-law of employee or partner
- Traditional or customary adopted children of employee or partner

Should an Employee wish to take time off to attend a funeral of a family member other than immediate family, such time will be granted without pay.

E&OE Signed off this _	10	day of _	June	20_25
For the Union			For the Employer	
96			Matthew Powe	ll



(Canadian Office and Professional Employees Union, Local 378)

Union						
Number Affected Article/MOU		Date: May 1, 2025	Time: 12:10			
UP#15 V2	28.07-28.12	New – Add new leave entitlements				

28.07 Trainee Union Representative Leave

Berlitz will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the time of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.

28.08 First Response Leave

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

28.09 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to seek medical intervention for surgical reconstruction or alignment with their gender will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 28.01 - Unpaid Leave of Absence or Article 26 – Sick Leave depending on the employee's request.

The Union, the Employer, and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions

E&OE Signed off this _	10	day of _	June	20 <u>25</u>
For the Union			For the Employer	
			Matthew Pow	ell

28.10 Domestic or Sexual Violence Leave

Berlitz recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic or sexual violence, as defined under Section 52.5 of the Employment Standards Act, will be able to access up to five (5) days of paid leave and five (5) days of unpaid leave (in addition to existing leave entitlements) to:

- Seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by domestic violence
- Obtain services from a victim services organization
- Obtain psychological or other professional counselling
- Relocate temporarily or permanently
- Seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee. Employees may also request up to fifteen (15) weeks of additional unpaid leave, which may be taken as one (1) unit of time, or more than one (1) unit of time as requested by the employee.

28.11 Compassionate Care Leave

An employee may request compassionate care leave, and shall be entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member (as defined under immediate family in Article 27.04) if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed. Compassionate care leave must be taken in units of one (1) or more weeks.

The leave will begin as dated on the medical certificate by the medical practitioner. Employees must give the employer a copy of the certificate as soon as practicable.

Compassionate care leave ends when:

a) The family men	nber passes away	<u>';</u>		
E&OE Signed off this	10	_day of _	June	20_25
For the Union			For the Employer	
			Matthew Powell	

b) The expiration of twenty-six (26 weeks or other prescribed period from the date the leave began.

If an employee takes a leave under this Article and the family does not pass away within the leave period, the employee may take a further leave after obtaining a new certificate.

An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating service and seniority.

Berlitz will continue to make payments to the benefit plans (if eligible), unless the employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.

Berlitz may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent. When the leave ends, Berlitz must place the employee in their former position or a comparable one.

28.12 ESA Leave

Berlitz will grant time off to employees who meet the eligibility criteria for any other leave(s) as outlined in relevant provincial Employment Standards or Employment Insurance (EI) legislation.

E&OE Signed off this	10	day of	June	20 <u>25</u>
For the Union		·	For the Employer	
	29		Matthew Powe	ll



(Canadian Office and Professional Employees Union, Local 378)

Union						
Number Affected Article/MOU		Date:	Time:			
UP#18	Appendix A	Remove and Add — The Union proposes removing existing Appendix A and replacing with the following:				

APPENDIX A Wages

Effective April 1, 2025, retroactive wage increases

Effective April 1, 2026, 1% Increase with clause stating "should the Vancouver Region Annual Averaged CPI increase at a rate in excess of the negotiated increase in the calendar year, the Parties must meet to discuss mutually agreeable adjustments to the wage scales. The annual averaged period shall be calculated from the date of the upcoming increase and shall average the CPI increase across the preceding 12 months from that date."

Effective April 1, 2027, 3% wage increases

		Year 1		Year 2			Year 3							
		April 1, 2025 – March 31,		Ар	April 1, 2026 – March 31,			April 1, 2027 – March 31,						
				20)26		2027			2028				
Lang	Hou	ırs	Unit		Hourly		Unit Hourly		Unit		Hourly			
Α	0	1499	\$	14.00	\$	18.67	\$	14.14	\$	18.85	\$	14.56	\$	19.42
Α	1500	2499	\$	14.50	\$	19.33	\$	14.65	\$	19.53	\$	15.08	\$	20.11
Α	2500+		\$	15.00	\$	20.00	\$	15.15	\$	20.20	\$	15.60	\$	20.81
GR	0	1499	\$	14.50	\$	19.33	\$	14.65	\$	19.53	\$	15.08	\$	20.11
GR	1500	2499	\$	15.00	\$	20.00	\$	15.15	\$	20.20	\$	15.60	\$	20.81
GR	2500+		\$	16.20	\$	21.60	\$	16.36	\$	21.82	\$	16.85	\$	22.47
В	0	1499	\$	15.00	\$	20.00	\$	15.15	\$	20.20	\$	15.60	\$	20.81
В	1500	2499	\$	15.50	\$	20.67	\$	15.66	\$	20.87	\$	16.12	\$	21.50
В	2500		\$	16.00	\$	21.33	\$	16.16	\$	21.55	\$	16.64	\$	22.19

E&OE Signed off this10	day ofJune	20 25
For the Union	For the Employer	
40	Matthew Po	well