

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Teamsters Local 31**

**(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**

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 Collective Agreement in force and effect between the Employer and the Union from (April 1, 2017) to (March 31, 2024), inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. Without limiting the generality of the foregoing, it is agreed that all letters or memorandum of agreements, understanding or intent and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from (April 1, 2011) to (March 31, 2017) shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") to the Collective Agreement in force and effect between the Employer and the Union from (April 1, 2011) to (March 31, 2017), inclusive, shall be included in the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.

4. All the terms and conditions to be included in the aforesaid successor Collective Agreement between the Parties shall be effective on the date of ratification of this Memorandum, except as expressly provided otherwise by this Memorandum.
5. Upon ratification by both Parties in accordance with this Memorandum, the following provisions of Appendix "A" shall come into force and effect and shall be fully retroactive to and including (April 1, 2017):
  - (a) Retroactive adjustments for the above period(s) shall apply to:
    - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum; and

8. *6* 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 negotiations for the successor Collective Agreement referred to in Paragraph(s) 2 and 3 above which are not hereafter specifically and expressly included as part of Appendix "A" 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. *7* 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 Delta \_\_\_\_\_, B.C. this 23 day of  
 \_\_November\_\_\_\_\_, 2017\_\_**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Stan Penney* *Richard W. Wolf*  
\_\_\_\_\_  
**FOR THE EMPLOYER**

\_\_\_\_\_  
*P. H. ...*  
\_\_\_\_\_  
**FOR THE UNION**



**Teamsters 31  
PROPOSALS 2017  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: November 22, 2017</b>	<b>Time: 14:00</b>
UP#13	Appendix C	<i>Union Revised Proposal</i>	

**Appendix "C" – Extended Health Benefit Plan**

Chiropractor increase from \$200.00 per calendar year to \$700.00 per calendar year.

E&OE  
Signed off this 22 day of Nov 2017

For the Union C. Brown

For the Employer \_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

[ Teamsters 31 ]  
PROPOSALS 2017  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Various	Nov 22, 2017	14:10
		Housekeeping	

Amend Title Page, footer, and where the name is referenced in the agreement, with Union's name change to MoveUP (Canadian Office and Professional Employees Union, Local 378).

E&OE

Signed off this 22 day of November 20 17.

For the Union C. Hranic

For the Employer Stan Hennessy



**[Teamsters 31]  
PROPOSALS 2017  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
		Nov 22, 2017	14:10pm
UP#2	Various	Housekeeping	

"Office Steward" to be replaced by "Job Steward" in all areas of the Collective Agreement.

E&OE  
Signed off this 22 day of Nov 2017

For the Union

*C. H. ...*

For the Employer

*Stan ...*



(Canadian Office and Professional Employees Union, Local 378)

[Teamsters 31] PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	8	Amend – Add Family Day	

ARTICLE 8 – STATUTORY HOLIDAYS

8.1 The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

- New Year's Day
- Good Friday
- Labour Day
- Victoria Day
- Easter Monday
- Thanksgiving Day
- Remembrance Day
- Canada Day
- Boxing Day
- Christmas Day
- British Columbia Day
- Family Day

and 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.

E&OE  
Signed off this 22 day of Nov 2017

For the Union P. H. H. H.

For the Employer Stan Penner



(Canadian Office and Professional Employees Union, Local 378)

[ Teamsters 31 ]  
PROPOSALS 2017  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>November 22, 2017</b>	<b>Time: 14:00</b>
UP#4	10.02	<i>Amend</i>	

**10.2 Bereavement Leave**

In cases of death in the immediate family, i.e. husband, wife, common-law spouse, son, daughter, step-child, father, step-father, father-in-law, mother, step-mother, mother-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, sister or brother, an employee shall be granted up to four (4) 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.

E&OE  
Signed off this 22 day of Nov 2017

For the Union *C. Train*

For the Employer *Alan Penney*





(Canadian Office and Professional Employees Union, Local 378)

[ Teamsters 31 ]  
PROPOSALS 2017  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>November 22, 2017</b>	<b>Time: 14:00</b>
UP#5	9.7	NEW – Union Revised Proposal	

**Article 9.7 Vacation Scheduling**

- (a) The Employer will post the Vacation Schedule on December 1st of each year for the following calendar year (January 1-December 31), and the posted vacation schedule shall be visible to all employees prior to selection;
- (b) Each employee will have an opportunity to select vacation time in order of seniority from highest to lowest; the Employer will advise each employee as to which of the selected dates are available. The employee will then have 72 hours in which to notify the Employer of their choices.
- (c) An Employees period of vacation, once selected in accordance with the provisions of this Article, shall not be postponed or changed if such change will impact a less senior employees vacation selection.

E&OE  
Signed off this 22 day of Nov 2017.

For the Union P. Hrair

For the Employer Stan Penness



(Canadian Office and Professional Employees Union, Local 378)

[ Teamsters 31 ]  
PROPOSALS 2017  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>November 22, 2017</b>	<b>Time: 14:00</b>
UP#9	24	<i>Union Revised Proposal</i>	

**ARTICLE 24 — DURATION**

~~24.1~~ This Agreement will be in full force and effect on and after the 1st day of April 2011, to and including the 31st day of March 2017, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 31st day of March 2017, or sixty (60) days prior to the 31st day of March, in any year subsequent thereto.

~~24.2~~ It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia.

~~24.3~~ Severability  
In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 24: DURATION**

**24.01 Duration**

This Agreement shall be binding and remain in full force and effect to midnight March 31, 20XX and thereafter in accordance with this Article.

**24.02 Notice To Bargain**

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.

**24.03 Change In Agreement**

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

E&OE  
Signed off this 22 day of Nov 2011

For the Union P. Kraus

For the Employer Stan Hennessy

**24.04 Agreement To Continue In Force**

Both Parties shall comply fully with the terms and conditions of this Agreement and this Agreement shall remain in full force during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, Notwithstanding the foregoing, the Parties shall have the right to conduct a legal strike or a legal lockout, as the case may be.

**24.05 Effective Date Of Agreement**

The provisions of this Agreement, except as otherwise specified in Clause 24.06 below, shall come into force and effect on the date of ratification of this Agreement by the Parties.

**24.06 Exclusions Of Operation - Labour Relations Code Of B.C.**

The Parties hereto agree to exclude the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

**Signed at \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

**FOR THE EMPLOYER** Stan Glenbury **FOR THE UNION**

Employer Name  
Employer Title

Cathy Hirani  
Union Representative



**[ Teamsters 31 ]  
PROPOSALS 2017  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>November 23, 2017</b>	<b>Time: 14:00pm</b>
UP#10	Appendix A	<i>Amend</i>	

**Appendix "A"- Wage Rates- seven (7) year term**

Effective upon Ratification: Signing bonus of \$1500.00

Effective April 1, 2018: Signing bonus of \$1500.00

Effective April 1, 2019: Signing bonus of \$1500.00

Effective April 1, 2020: 70 cents per hour wage/pension/or combination of both increase for all wage groups. Determined through membership vote.

Effective April 1, 2021: 70 cents per hour wage/pension/or combination of both increase for all wage groups. Determined through membership vote.

Effective April 1, 2022: 70 cents per hour wage/pension/or combination of both increase for all wage groups. Determined through membership vote.

Effective April 1, 2023: 70 cents per hour wage/pension/or combination of both increase for all wage groups. Determined through membership vote.

*The members will meet within two weeks of ratification to discuss all wage increases/pension.*

E&OE  
Signed off this 23 day of November - 2017

For the Union *P. Hain*

For the Employer *Alan Hennery*



**[ Teamsters 31 ]  
PROPOSALS 2017  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>November 23, 2017</b>	<b>Time: 14:00p</b>
UP#11	Appendix C	*** New ***	

**Appendix "C" – Health and Welfare Plan**

**Section 5 Extended Health Benefit Plan**

(d) The employer will provide a direct pay card to all eligible employees.  
Effective April 1 2013.

3. The Carrier shall be Pacific Blue Cross.

E&OE

Signed off this 23 day of November 2012

For the Union P. Kamin

For the Employer Alan Hennessy



**Teamsters 31  
PROPOSALS 2017  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: November 23, 2017</b>	<b>Time: 14:00p</b>
UP# 14	Appendix C	***New***	

**Appendix "C"**

Section 7 – Post Retirement Benefits

The employer agrees to provide Health and Welfare Plans for a period of one (1) year beginning the first day of full retirement.

If an employee enters into new employment after retirement from Teamsters 31 they will not be entitled to the above Post Retirement Benefits.

E&OE

Signed off this 23 day of November 2017.

For the Union P. Krause

For the Employer Alan Hennessy



**Teamsters 31  
PROPOSALS 2017  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: November 23, 2017</b>	<b>Time: 14:00p</b>
EP#1	Article 7.2	<i>Amend</i>	

- 7.2 Regular (full-time and part-time) employees shall work nine (9), eight (8) hour days in a two (2) week period between Monday and Friday. Each regular (full-time and part-time) employee shall schedule one (1) day off without pay in each two (2) week period so worked.
- (a) The Employer is not obligated to assign an employee to replace a Supervisor on his/her day off.
  - (b) COPE 15 agrees that employees may be required to fill in positions other than their own to accommodate a co-worker's day off.
  - (c) The occurrence of a statutory holiday shall not affect the employee's right to take his/her day off. Should a statutory holiday fall on an employee's scheduled day off, the employee shall receive an additional day 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.
  - (d) Absence due to illness on any day but a scheduled day off shall not affect the employee's right to take the scheduled day off. Employees ill on the scheduled day off are not entitled to an additional day off.
  - (e) Regular (full-time and part-time) employees shall have the option to work and be paid for ten (10), eight (8) hour days in a two (2) week period between Monday and Friday.

E&OE  
Signed off this 23 day of Nov 2017

For the Union C. Kiani

For the Employer Alan Penney