

MEMORANDUM OF AGREEMENT

BETWEEN:

**CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS LOCAL 1995**

AND:



Canadian Office and Professional Employees Union Local 378

WHEREAS:

The Parties have engaged in collective bargaining to reach a Collective Agreement.

THEREFORE:

1. The term of the renewed Collective Agreement shall be for three (3) years, from May 1, 2018 to April 30, 2021 inclusive.
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 items contained in this Memorandum of Agreement as Appendix A, which form the Collective Agreement will be effective from date of ratification, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 a first 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 15th day of May, 2018



Eugenio Zanatto, President CMAW Local 1995

Chris Wasilenchuk, Vice President CMAW Local 1995

FOR THE EMPLOYER



Noel Gulbransen, MoveUP Union Representative

FOR THE UNION

APPENDIX "A"



(Canadian Office and Professional Employees Union,
Local 378)

**CMAW-BC Local 1995
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP01	Article 10.02, 10.03 and 10.08	May 14/18 <i>Amend and new clause</i>	1:00 p.m.

ARTICLE 10 — LEAVE of ABSENCE

10.01 Unpaid Leave of Absence

An employee may apply for, and where possible receive, up to six (6) months unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing.

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.

10.02 Bereavement Leave

In cases of death in the immediate family, i.e. spouse, child, including step child and foster child, father, mother, sister, brother, step-sister, step-brother niece, nephew, aunt, uncle, *grandparents*, grandchildren, in-laws 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.

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.

10.03 Pregnancy and Parental and Adoption Leave

- (a) For the purpose of this Article, "spouse" includes common-law relationships and same sex partners ~~within the meaning of the Family Relations Act.~~ "Maternity Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC".
- (b) Upon request, the employee shall be granted up to three (3) months leave of absence without pay. Such Leave of Absence may be extended by mutual agreement upon application by the employee.
- (c) An employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Part shall be reinstated in all respects by the

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Signed off this 15 day of May 2018

For the Union

For the Employer

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.

- (d) Seniority shall accrue.

10.04 Leave for Medical/Dental Appointments

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

10.05 Family Responsibility Leave

- a) In the case of illness/injury of an immediate family member as defined in 10.02, the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.

- b) In the event of a serious illness or injury to a spouse, dependent or non-dependent child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the accumulated sick leave bank.

10.06 Jury Duty

An employee summoned to jury duty or jury selection or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

10.07 Appointment to Outside Agency

An employee appointed to a government Board or Agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be reasonably denied.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

10.08 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 undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular 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. There shall be no loss of service or seniority.

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Signed off this 15 day of May 2018

For the Union



For the Employer





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PROPOSALS 2018
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(Canadian Office and Professional Employees Union,
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Union			
Number	Affected Article/MOU	Date:	Time:
		May 14 / 18	1:00 pm
UP03	Article 16.02	Add new language	

ARTICLE 16 – DISCIPLINE AND TERMINATION

16.01 Just Cause

The Employer has the rights to discipline or discharge an employee for just and reasonable cause. The burden of proof of just cause rests with the Employer. Such discipline or discharge may be subject to the grievance procedure outlined in Article 18.

16.02 Imposition of Discipline

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. 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.

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. 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.

16.03 Personnel File

Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.

Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.

No letter of reprimand, expectation, or any other adverse report shall be entered in an employee's file without the employee's knowledge.

Disciplinary action shall be removed from an employee's file after twelve (12) months for verbal or written warnings, and after twenty-four (24) months for a suspension provided discipline has not been imposed within the respective time periods.

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Signed off this 15 day of May 20 18

For the Union



For the Employer



An employee shall have the right to have the Steward(s) and/or Union Representative present at any discussions with the Employer that the employee believes may be the basis of disciplinary action. Where the Employer intends to meet with an employee for disciplinary purposes, or to impose discipline, they shall notify the employee, Steward and/or Union Representative.

16.04 Remedy

If the discipline or discharge imposed is found to be unjustified the employee will be made whole, as if the discipline or discharge never occurred. The remedy may be varied by the Parties or the Board of Arbitration appointed under Article 19.

16.05 Outstanding Monies

An employee whose employment is terminated by the Employer, shall be paid all vacation credits and salary due upon such termination of employment.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer



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Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP04	Article 21.01(b)	May 15, 18	1:00 pm
		Amend	

ARTICLE 21 – BULLYING AND/OR HARASSMENT IN THE WORKPLACE

21.01 The Union and Employer recognizes the right of Employees to work in an environment free from bullying and harassment, and shall take such actions as are necessary to provide this environment. Harassment can be sexual and/or personal; neither will be tolerated. This Article applies to all persons in the workplace.

- (a) **Sexual harassment** means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (ii) a reprisal, or threat or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (b) **Personal harassment** means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the British Columbia Human Rights Act (race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age) that is likely to cause offence or humiliation to any person.
- (c) **Bullying** refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

Procedures:

- (i) An Employee who wishes to pursue a concern arising from an alleged violation of this policy shall submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence to their Union Representative. The Union Representative shall then raise the concerns directly to the appropriate

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Signed off this 15 day of May 20 18

For the Union 

For the Employer _____

Representative(s) of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Article, (iii) herein.

- (ii) An alleged offender shall be given notice of the substance of such a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
- (iii) An Employee who wishes to pursue a concern arising from a violation of this Article may submit a grievance. Incidents occurring prior to the identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the allegation being grieved.
- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (v) Pending determination of the complaint, the Employer may take interim measures to separate the Employees concerned if deemed necessary.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



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Union			
Number	Affected Article/MOU	Date: <i>May 14/18</i>	Time: <i>1:00 pm</i>
UP05	Article 23	<i>Amend</i>	

ARTICLE 23 – DURATION

23.01 Duration

This Agreement shall be binding and remain in full force for the period from May 1, 2018 to and including April 30, 2021.

23.02 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.

23.03 Agreement to Continue In Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

23.04 Exclusion of Operation: Section 50(2) L.R.C.

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

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this _____ day of _____, 2018.

SIGNED ON BEHALF OF THE EMPLOYER

Party of the first part

Eugenio Zanutto
Eugenio Zanutto
President, CMAW Local 1995

Chris Wasilenchuk
Chris Wasilenchuk
Vice President, CMAW Local 1995

SIGNED ON BEHALF OF THE UNION

Party of the second part;

Noel Gulbransen
Noel Gulbransen
MoveUP Union Representative

E&OE

Signed off this 15 day of May 2018

For the Union

For the Employer



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Union			
Number	Affected Article/MOU	Date:	Time:
		May 15, 2018	3:20
UP06 v2	Appendix A	Discuss	

APPENDIX "A" - CATEGORIES, JOB TITLES AND HOURLY RATES OF PAY

FOR THE TERM May 1, 2018 – April 30, 2021

May 1, 2018 2.0 % increase for all Categories *AS JS*
 May 1, 2019 1.5 % increase for all Categories *AS JS*
 May 1, 2020 1.5 % increase for all Categories *AS JS*

E&OE
Signed off this 15 day of May 2018

For the Union
[Signature]

For the Employer
[Signature]