

MEMORANDUM OF AGREEMENT

BETWEEN:

**International Brotherhood of Electrical Workers, Local
230**

AND:



Local 378, Canadian Office and Professional Employees Union

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 August 1, 2018 to July 31, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 renewal 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 Victoria B.C. this 7th day of August, 2018



FOR THE EMPLOYER





FOR THE UNION

APPENDIX "A"



**[IBEW Local 230]
PROPOSALS 2018
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Various	<i>Housekeeping</i>	



Housekeeping

Update Collective Agreement cover page, footer and wherever the name is referenced in the agreement with Union's name change to **MoveUP (Canadian Office and Professional Employees Union, Local 378)**.

Gender neutral collective agreement while proof reading.

Any other housekeeping as required.

E&OE
Signed off this 7 day of Aug. 2018

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

[IBEW Local 230] PROPOSALS 2018 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	2.00	<i>Amend</i>	

2.05 Assignments of Wages and Employee Information

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union on the fifteenth (15th) day of each month following the date of deduction, monthly together with the following information as to the persons from whose pay such deductions have been made:

- (a) Employee id number
- (b) Name – address
- (c) Monthly salary
- (d) Amount of dues deducted
- (e) Job classification
- (f) Employee status
- (g) Date of hire
- (h) Work location
- (i) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted.

Such information shall be supplied by the Employer and in an electronic form mutually acceptable to the parties.

MoveUP, (Canadian Office and Professional Employees Union, Local 378) to provide Remittance Forms.

2.07 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in 2.03 above, "Unless such work is of an emergency nature, and there are no members of the bargaining unit available. MoveUP, (Canadian Office and Professional Employees Union, Local 378) will supply to the Employers upon request, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable."

E&OE
Signed off this 7 day of Aug. 2018

For the Union

For the Employer

2.08 Union Representatives

- a) The Employer recognizes the Union's right to select Job Stewards to represent employees in matters pertaining to this Agreement.
- b) The Union agrees to provide the Employer with a list of the employees designated as Job Stewards and to notify the Employer immediately in writing of any changes in the designation;
- c) The Job Stewards will obtain the permission of their immediate Supervisor before conducting the duties of a Steward. Permission to perform duties during working hours as a Job Steward will be mutually agreed to with the Employer and such permission will not be unreasonably withheld.

2.09 Leave of Absence for Union Business (without loss of pay)

Leave of absence with pay and no loss of seniority for a designated Job Steward to:

17.03
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SS

- a) investigate complaints;
- b) investigate grievances and attend grievance meetings;
- c) supervise during ratification votes;
- d) attend meetings called by management;
- e) distribute bulletins and surveys.

2.10 Time Off work for Other Union Business (unpaid)

2.10
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SS

The Employer shall grant a leave of absence to employees to perform Union business as defined by the Union and to carry out their duties as an officer of the Union as well as meetings, conventions and education. The Employer agrees to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union, all wages paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for Union Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.



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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#	3.02	<i>Amend</i>	

ARTICLE 3 - BARGAINING UNIT and RECOGNITION

- 3.02
- i. 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 Label shall be the official Union Label of MoveUP, (Canadian Office and Professional Employees Union, Local 378) the Union with the designation of MoveUP the Union and shall remain the sole property of the Union.
 - ii. All members of MoveUP shall use their Union Label, labels to be provided by MoveUP.

E&OE
Signed off this 7 day of Aug. 20 18

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

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Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	8	Amend	

ARTICLE 8 - BENEFIT PACKAGE

8.01 Health and Welfare and Pension (RRSP) Contributions

- a) The employer will provide health, welfare and pension benefits to all employees. The combined rate as of August 1, 2014 shall be four dollars and ninety-four cents (\$4.94), of which two dollars and fifty cents (\$2.50) for the first one hundred (100) hours in each month shall be put towards health and welfare, and the remainder to the IBEW group RRSP. The amount will increase over the life of this collective agreement as follows:
 - i) Effective August 1, 2018 – ~~five dollars and four cents (\$5.04)~~ TBD
 - ii) Effective August 1, 2019 – ~~five dollars and fourteen cents (\$5.14)~~ TBD
 - iii) Effective August 1, 2020 – ~~five dollars and twenty four cents (\$5.24)~~ TBD
- b) Should the health and welfare benefit cost increase, the total amounts listed above will increase to match it.
- c) Employees at the time of ratification may, in writing; declare their choice to opt out of the Health and Welfare Plan to maximize their RRSP contribution, they may also elect to contribute to an individual RRSP rather than join the IBEW group plan.

8.02 Funded Liability - Sick leave, accrued vacation and severance pay liability of the Employer are to be kept in a separate trust account for all employees.

E&OE
 Signed off this 7 day of Aug 2018
 For the Union [Signature] For the Employer [Signature]



**[IBEW Local 230]
PROPOSALS 2018
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	9	<i>Amend</i>	

ARTICLE 9 - LEAVES OF ABSENCE

9.03 Maternity Pregnancy Leave/Parental Leave/Adoption Leave

Leave of absence without pay for ~~maternal~~ pregnancy, parental, adoption leave shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All such leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.

9.04 Pregnancy Leave Supplemental Employee Benefits Plan (SEB Plan):

a) An employee who qualifies for a pregnancy leave pursuant to Article 9.03 shall be paid a biweekly allowance in accordance with the Pregnancy SEB Plan. In order to receive the allowance, the employee must be eligible to receive employment insurance benefits in accordance with the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible to receive the allowance.

b) Pursuant to the Pregnancy SEB Plan, the allowance will consist of:

- i. ~~Two (2)~~ ^{One (1) w/} weeks at 100% of the employee's base pay/regular pay;
- ii. Fifteen (15) additional weeks with payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay.
- iii. For regular full-time employees base pay / regular pay is defined as the employee's rate of pay per Appendix A prior to the leave.
- iv. For regular part-time employees base pay/regular pay is the six (6) month average earnings prior to leave.

9.045 Bereavement Leave

An employee shall be granted up to to three (3) working days paid leave in case of death of a parent, ~~wife, husband~~ spouse, common-law spouse, same-sex spouse, ~~brother, sister~~ siblings, ~~step-brother, step-sister,~~ step siblings, child, stepchildren, (including foster child

E&OE
Signed off this 7 day of Aug 2018

For the Union

For the Employer

or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparents-in-law, or spouse's grandchildren. The definition also includes those who are not related, but are considered a family member. (For the purpose of this Section "parent" shall include foster parent.) An employee shall be granted one (1) working day paid leave in the case of the death of aunts, uncles, nieces and nephews. An additional two (2) working days paid will be provided if an employee needs to travel off of Vancouver Island. For the purpose of this section ~~"spouse" includes common law wife within the meaning of the Family Relations Act~~"parent" shall include foster parent.



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PROPOSALS 2018
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(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	10.06	<i>Housekeeping</i>	

ARTICLE 10 – SENIORITY

10.06 Employees on approved leave of absence on Union business, ~~Maternity~~Pregnancy/Parental leave or sick leave/extended sick leave, will continue to accrue seniority.

E&OE
Signed off this 7 day of Aug. 2018

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

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Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	11	New	

ARTICLE 11 - PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE

11.07 Upon completion of two (2) years' full service, employees who terminate through retirement or material change as per Section 54 of the BC Labour Code, shall be paid an amount equal to twenty (20) percent of their unused sick leave credits.

E&OE Signed off this 7 day of Aug. 2018

For the Union [Signature]

For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**[IBEW Local 230]
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	18	<i>Amend</i>	

ARTICLE 18 - DURATION (Amended from 2015 MOA)

18.01 Duration

This Agreement will be in full force and effect on and after the 1st day of August (2018), to and including the 31st day of July (2021),

18.02 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.

18.03 Agreement to Continue In Force

~~After the expiry date of this Agreement, 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, this agreement shall remain in full force and effect without prejudicing the position of the new or revised Agreement. This includes, but is not limited to, making any matter retroactive in such agreement.~~ Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

18.04 Exclusion of Peration: Section 50(2) L.R.C.

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

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.

E&OE

Signed off this 7 day of Aug 2018

For the Union

For the Employer

Signed on behalf of the
IBEW Local No. 230

Phillip Venoit
Business Manager

Signed on behalf of
MoveUP, (Canadian Office and
Professional Employees Union, Local
378)

Noel Gulbransen
Union Representative



(Canadian Office and Professional Employees Union, Local 378)

**[IBEW Local 230]
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#10	Wage Rates	<i>Amend</i>	

CLASSIFICATIONS & WAGE RATES

The Union shall advise the Employer as to how to distribute the following amounts between wages and benefits:

August 1, 2018 - \$1.00 per hour

August 1, 2019 - \$1.00 per hour

August 1, 2020 - \$1.00 per hour

E&OE

Signed off this 7 day of Aug 2018

For the Union

For the Employer