

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**MARINE WORKERS AND BOILERMAKERS INDUSTRIAL UNION, LOCAL #1**

**(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".
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, 2018 to December 31, 2020, 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, 2018 to December 31, 2020.
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:
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 Union and the Employer 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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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 Burnaby, B.C. this 26<sup>th</sup> day of Sept, 2018.

**For the Union**

C. Popeniuk

A. Teymsy

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**For the Employer**

[Signature]

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(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#1, Article 2, September 26, 2018, 10:35. Row 2: Housekeeping.

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the MoveUP d.b.a, Canadian Office and Professional Employees Union, Local 378, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
2.02 All members shall be required to use their Union Label.
2.03 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 the Canadian Office and Professional Employees Union with the designation of Local 378 and shall remain the sole property of the Union.
2.04 The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
2.05 It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
2.06 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
2.07 During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

E&OE
Signed off this 26th day of Sept 20 18

For the Union
C Popernick

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#2, Article 3, September 26, 2018, Housekeeping.

ARTICLE 3 — UNION SECURITY

- 3.01 The Employer agrees that all employees shall maintain Union membership in the MoveUP, Canadian Office and Professional Employees Union Local 378, as a condition of employment.
3.02 When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office.
3.03 Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
3.04 The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month, together with a list of employees from whom such deductions were made.
3.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.

E&OE
Signed off this 26th day of Sept 20 18

For the Union
C Popemich

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]  
PROPOSALS [2018]  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>September 26, 2018</b>	<b>Time:</b> 10:44
UP#3	Article 5	Housekeeping	

**ARTICLE 5 — DEFINITION of EMPLOYEES**

**5.01 Probationary Period**

All new employees, except temporary and casual employees, will be considered probationary for the first thirty (30) days of employment. After thirty (30) days employment, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first thirty (30) days of employment.

**5.02 Regular Full-Time**

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

**5.03 Regular Part-Time**

The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- a) Sick leave entitlement shall be on a pro rata basis consistent with the time employed.
- b) After three (3) months service, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.
- c) Annual vacation entitlement shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
C. Kopenchik

For the Employer  
[Signature]

entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.

- d) Part-time employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

**5.04 Temporary**

- a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Section 5.04(b) below, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Article 10.03 (Pregnancy and Parental Leave) will attain regular status after three (3) months but the severance provisions of Article 14.05 and Article 17.05 will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Section 11.07.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

**5.05 Casual**

- a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- b) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Section 11.07.

**5.06** The Employer or his Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union

C. Popensick

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#4, Article 6, September 26, 2018, 10:45. Row 2: Housekeeping

ARTICLE 6 — UNION REPRESENTATION

- 6.01 The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business...
6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration...
6.03 The Employer shall recognize the Office Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Job Steward(s) for carrying out the duties proper to that position...
6.04 The Office Job Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay...
6.05 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement...
6.06 Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority...
6.07 Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

E&OE
Signed off this 26th day of Sept 20 18

For the Union
C Popersnik

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

[M&B1] PROPOSALS [2018] Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b> 10:47
UP#5	Article 8	Housekeeping	

ARTICLE 8 — STATUTORY HOLIDAYS

8.01 The Employer agrees to provide all regular employees with the following statutory holidays, without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days 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.

8.02 In the event any of the holidays enumerated in ~~the foregoing Section 1~~ Article 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 20 18

For the Union  
*C. Popovich*

For the Employer  
*[Signature]*





(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#6, Article 9, September 26, 2018, 10/1/18. Row 2: Housekeeping

ARTICLE 9 — ANNUAL VACATIONS

- 9.01 a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days...
b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days...

9.02 Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

9.03 For each year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

9.04

Table with 3 columns: Years of Service, Vacation Days, Total Vacation Hours. Rows: 1-4 (15 Days, 97.5 Hours), 5 (20 Days, 130 Hours), 6 (21 Days, 136.5 Hours), 7 (22 Days, 143 Hours), 8 (23 Days, 149.5 Hours), 9 (24 Days, 156 Hours)

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Signed off this 26th day of Sept 2018

For the Union
[Signature]

For the Employer
[Signature]

Years of Service	Vacation Days	Total Vacation Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours
13	28 Day	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours

- 9.05** Payment for vacation entitlements outlined in ~~Section 3~~ Article 9.03 above shall be:
- a) 21 and 22 days — eight (8%) percent of gross earnings or current wage rate, whichever is greater.
  - b) 23 to 27 days inclusive — ten (10%) percent of gross earnings or current wage rate, whichever is greater.
  - c) 28 days and over — twelve (12%) percent of gross earnings or current wage rate, whichever is greater.

**9.06** On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

**9.07** Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.

**9.08** The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union

C Popemiel

For the Employer

[Signature]

**9.09 Past Service Credits**

All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.

**9.10** Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

**9.11** a) ~~Effective January 1, 2004 all~~ All vacations must be taken within one (1) year of being earned. Requests to carry forward vacation for one additional year will not be unreasonably denied.

b) ~~Vacation accumulated prior to January 1, 2004 shall be paid or used by mutual agreement between the employee and the Employer.~~

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
C. Popemich

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#7, Article 10, September 26, 2018, 10:59. Row 2: Description of proposal changes to Article 10.03, 15.04, and addition of Article 10.07.

ARTICLE 10 — LEAVE of ABSENCE

10.01 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. husband, wife, common-law spouse (including same sex partner), son, daughter, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, grandparents, grandchildren, spouse's grandparents, grandchildren an employee shall be granted up to three (3) working days leave of absence with full pay.

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 Leave

- a) For the purpose of this Article, "spouse" includes common-law wife within the meaning of the Family Relations Act.
b) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.

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Signed off this 26th day of sept 20 18

For the Union
C Popensuk

For the Employer

- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the ~~two (2)~~ one (1) week waiting period and Supplementary Employment Insurance Benefit for a maximum of fifteen (15) weeks. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- d) 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 and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- e) Seniority shall accrue during pregnancy and parental leave.

**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 (including same sex partner), 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 (including same sex partner), 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 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

E&OE

Signed off this 26<sup>th</sup> day of Sept 2018

For the Union

C Poponeich

For the Employer

[Signature]

or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one-half (6½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6½) hours, shall be considered overtime and paid as such.

**10.07 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 the medical or non-medical procedure(s) related to physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sick leave under Article 11 while absent.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 20 18

For the Union  
C Popemich

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1] PROPOSALS [2018] Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018 <i>Redrafted.</i>	<b>Time:</b> 2:43
UP#8	Article 11	<i>Amend Language</i>	

**ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN**

**11.01 Sick Leave:**

- a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

**11.02 Medical Services Plan:**

- a) A medical plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay the full premium cost for the employee's coverage under such a plan.
- b) ~~If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.~~

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**11.03 Wage Indemnity Plan:**

- a) The COPE Local 378 Weekly Wage Indemnity Plan (1-8-39 plan providing seventy-five (75%) percent of earnings when unable to work due to sickness or accident) shall be made available to all regular and regular part-time employees.

E&OE  
Signed off this 26<sup>th</sup> day of September 2018

For the Union  
C. Popensuil

For the Employer  
[Signature]





- e) The Employer shall make payment to the Trustees of the COPE Local 15 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 COPE 15.
- f) COPE Local 15 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.

**11.08 Group Life Insurance:**

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide sixty thousand dollars (\$60,000.00) for Life Insurance Coverage and Accidental Death and dismemberment benefits to age seventy (70) years.

**11.09 E.I. Premium Rebate:**

The Employer agrees that five-twelfths (5/12ths) of the E.I. Premium Reduction will be paid back to the employee annually, where applicable.

**11.10 Benefit Plan Coverage:**

Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by the employee.

**11.11 Long Term Disability:**

The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [\$3,000.00]).

An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on his/her return.

**11.12 Employee Assistance Program:**

- a) The purpose of the Employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.
- b) Nature of Program  
The Employer shall provide an Employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.
- c) Participation  
All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the Employee Assistance Program.
- d) Funding  
All costs relating to the Employee Assistance Program shall be borne by the Employer.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
C. Popersnick

For the Employer  
JJA



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]  
PROPOSALS [2018]  
Union Proposals (UP Item)

<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b> 11:07
UP#9	Article 13	Housekeeping	

**ARTICLE 13 – SENIORITY**

- 13.01** Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An employee laid-off and placed on the recall list under Article 14, ~~Section 5, 14.05~~ will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05** Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.
- 13.06** When on approved leave of absence on Union business under Article 6, ~~Section 6~~ 6.06; sick leave and extended sick leave under Article 11, ~~Sections 1 and 3~~ 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10, ~~Section 1~~ 10.01, will be credited with accumulative seniority as defined in ~~Section 7~~ Article 13.07.
- 13.07** Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.
- 13.08** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 20 18

For the Union  
C Popersnik

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1] PROPOSALS [2018] Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>September 26, 2018</b>	<b>Time:</b> 2:56
UP#10	Article 15	<i>Housekeeping (Article 15.04) Jury Duty moved to new Article 10.06) and add LOU #1 Sexual and/or Personal Harassment Language as Article 15.11 – renumber Article</i>	

**ARTICLE 15 – GENERAL**

- 15.01** Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 15.02** The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.03** 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 Section 3 above.~~ Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

The employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The employer will provide as much notice as possible, and in any event, will provide at minimum one weeks notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

**~~15.04 Jury Duty:~~**

~~An employee summoned to Jury Duty 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 six and one half (6½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one half (6½) hours, shall be considered overtime and paid as such.~~

E&OE  
Signed off this 26<sup>th</sup> day of September 20 18

For the Union  
C. Pepenevich

For the Employer  
[Signature]

**15.05** The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)

**15.06** It is agreed by the Parties that the Agreement will be prepared on an alternate basis.

**15.07 Tuition Fees:**

The Employer agrees to pay tuition fees for continuing education courses as follows:

- a) Employer initiated – 100% of course fees upon successful completion of course.
- b) Employee initiated – 100% of course fees upon successful completion.

Courses must be employment-related and approved, in writing, by the Employer in advance.

**15.08** The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance, in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

**15.09** 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.

**15.10** Upon request an employee shall be entitled to review his/her personnel file annually and in the event of a grievance. Disciplinary action shall be removed from an employee's file after 12 months for verbal or written warnings, and after 24 months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

**15.11 Personal Rights**

No Personal Harassment

a) Prohibition Against Personal Harassment

The Employer recognizes the right of all Employees to work in an environment which is free of personal harassment. Accordingly, the personal harassment of any Employee is prohibited.

b) Definition of Personal Harassment

E&OE  
Signed off this 26<sup>th</sup> day of September 20 18

For the Union  
C. Pepenut

For the Employer  
[Signature]

- (i) Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment.

Personal harassment includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

- (ii) Sexual harassment, as defined in Clause 15.11(c) below, is also considered to be a form of personal harassment and will not be tolerated.

c) Definition of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences.

Conduct of a sexual nature includes, but is not limited to,

- (i) Sexual or physical assault,
- (ii) Propositions in exchange for workplace favours,
- (iii) Unwelcome sexual touching,
- (iv) Direct insult on the basis of gender,
- (v) Relentless unwanted pursuit,
- (vi) Other like behaviour.

Whether or not conduct is seen as "unwelcome" will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought reasonably to have known that the conduct was unwelcome.

The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

d) Employer Obligations

The Employer must at all times act appropriately to preserve and promote a work environment which is free from personal harassment.

Accordingly, the Employer will undertake discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Employer may also undertake discipline or other appropriate action against any person who under this Article makes a claim of personal harassment which is determined to be

E&OE

Signed off this 26<sup>th</sup> day of September 20 18

For the Union

C Popemilk

For the Employer

[Signature]

frivolous, vexatious or vindictive in nature. Any such disciplinary or other action by the Employer with respect to any Employee in the bargaining unit must be for "just cause".

e) Employee Obligations

All Employees in the bargaining unit must refrain from personal harassment or be subject to discipline or other action by the Employer up to and including discharge. Any such disciplinary or other action by the Employer must be for "just cause".

f) Complaint Procedure

An Employee who feels that s/he has a harassment complaint may contact the Secretary-Treasurer or President for the Employer who will:

- (i) Investigate the matter; and
- (ii) Maintain a strict degree of confidentiality about the matter; and
- (iii) Attempt to affect a resolution which is acceptable to all concerned; and,
- (iv) Provide the complainant with a written conclusion that outlines the decision of the investigation; including if the allegations(s) have merit or no merit.

Any Employee in the bargaining unit who is involved in this harassment complaint process shall, upon request, have the right to Union representation.

An Employee alleging harassment may bypass this complaint procedure and proceed directly to grievance pursuant to 15.11(g) below. An Employee alleging harassment may also proceed to grievance pursuant to 15.11(g) below in the event that resort to the complaint process described in 15.11(f) does not resolve the matter.

g) Resolution of Personal Harassment Grievances

Allegations of personal harassment raised by any Employee(s) in the bargaining unit shall be subject to resolution by grievance and arbitration, if necessary, in accordance with 11.15(h) below and all other applicable provisions of this Agreement.

h) Harassment Complaint Resolution by Grievance/Arbitration

(i) Initiating a Personal Harassment Grievance

The Union shall have the right to initiate and to process a grievance on behalf of any bargaining unit Employee(s) who allege(s) personal harassment has occurred in violation of this Article. Such grievance(s) shall be initiated at Step 2 of the grievance procedure as described in Article 18 of this Agreement in which case the provisions of that Article shall apply except as expressly amended below.

(ii) Time Limits for Raising Grievance

E&OE  
Signed off this 26<sup>th</sup> day of September 20 18

For the Union

C. Popencul

For the Employer

[Signature]

A grievance concerning personal harassment must be initiated within one hundred eighty (180) calendar days of the complainant's awareness of the circumstances giving rise to the grievance. If, however, personal harassment is alleged with respect to any job selection, the matter must be grieved within thirty (30) calendar days of the date of receipt by an Employee of notice or his or her unsuccessful candidacy. These time limits may be extended at any time by mutual agreement between the Union and the Employer.

(iii) Processing The Grievance At Step 2

A grievance concerning personal harassment shall be heard at Step 2 by the President of the Company, or his or her delegate, who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

(iv) Authority of Arbitrator

An arbitrator hearing a grievance under this Article shall have the authority to:

- Uphold or dismiss the grievance; and/or
- Return the issue to the President of the Employer to determine the appropriate disciplinary penalty; and
- Retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- Make such further orders as may be necessary to provide a final and binding resolution of the grievance.

E&OE  
Signed off this 26<sup>th</sup> day of September 20 18

For the Union

C. Popemirel

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#11, Article 16, September 26, 2018, 1115. Row 2: Housekeeping

ARTICLE 16 – DISCHARGE AND TERMINATION

- 16.01 It is hereby agreed that the Employer has the right to discipline or discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge.
16.02 If an employee resigns without giving two (2) weeks' written notice, such employee shall forfeit all welfare plan benefits.
16.03 If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to his former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.
16.04 An employee whose employment is terminated by the Employer, as set forth in Section 4 Article 16.01 above, shall be paid all vacation credits and salary due upon such termination of employment.

E&OE
Signed off this 26th day of Sept 20 18

For the Union
[Signature]

For the Employer
[Signature]





(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#12, Article 17, September 26, 2018, 1118. Row 2: Housekeeping

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation:

- a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.
b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.
c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

17.02 Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employees.

17.03 In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section Article, shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate.

17.04 A specified extension of the recall period, where recall is applied under Section-3 Article 17.03 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.05 Severance Pay:

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be two (2) week for each year of service to a maximum of twenty-four (24) weeks. Severance pay shall be payable to an employee immediately upon termination.

E&OE
Signed off this 26th day of Sept 20 18

For the Union
C Popernick

For the Employer

**17.06 Off Premises Equipment:**

The Employer agrees that no computer equipment shall be placed in an employee's residence.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
C Popeniuk

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#13, Article 18, September 26, 2018, 11:30. Row 2: Housekeeping

ARTICLE 18 – GRIEVANCES

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.

STEP 1: The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Office Job Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Job Office Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Business Union Representative of the Union, who will then take up the grievance as set forth in this Article Section. The employee may or may not be present as she or he may elect.

STEP 2: Any grievance must be filed within twenty-five (25) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.

STEP 3: If no agreement can be reached on the grievance or dispute within ten (10) days from the date it was first presented by the Office Job Steward or Business Union Representative of the Union, the matter may then be referred to the Arbitration procedure outlined in Article 19 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

E&OE
Signed off this 26th day of Sept 20 18

For the Union
C Popersuik

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]
PROPOSALS [2018]
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP#14, Article 20, September 26, 2018, 11:23. Row 2: Housekeeping/Update and Delete Language (renumber Article)

ARTICLE 20 – HEALTH AND SAFETY

20.01 Eye Examinations:

Employees who are required to work with Video Display Terminals Computer Screen on a regular basis shall be entitled to the following:

- (a) Eye examination by an Ophthalmologist/Optometrlist of the employee's choice once per year.
(b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests...
(c) Employees who are far-sighted, or who wear bi-focals, may require a different pair of glasses/contact lenses...

20.02 Pregnancy:

A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer. The employee shall be paid the appropriate rate of pay during such alternative employment.

If alternate work is not available, the employee will be considered to be on leave of absence without pay until she qualifies for maternity leave of absence.

20.03 Office Equipment:

The Employer will attempt to supply reasonable and adequate office equipment (to include work stations) and will consult with the COPE employees prior to purchasing and introducing new or upgraded equipment for the office.

It shall be the Employer's responsibility to ensure that all office equipment meets all WCB WorkSafeBC and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard (to include VDT equipment for radiation emissions and screen clarity).

The Employer shall provide instruction in the safe and proper usage of all office equipment. The Employer shall ensure that employees operating VDTs continuously shall have a ten (10) minute change of duty in each hour of continuous operation.

E&OE
Signed off this 26th day of Sept 2018

For the Union
C Popemich

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

[M&B1] PROPOSALS [2018] Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b>
UP#15	Article 21	<i>Terms of Agreement</i>	

**ARTICLE 21 – DURATION**

- 21.01 a) This Agreement will be in full force and effect on and after the **1st day of January, 2013, 2018**, to and including the **31st day of December, 2017, 2021**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, ~~2017, 2021~~, or sixty (60) days prior to the 31st of December, in any year subsequent thereto. *2020 op JPO*
- b) When such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever first occurs.

21.02 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.

Signed at	, BC	This	Day of	, 2018
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**SIGNED ON BEHALF OF THE EMPLOYER**  
*Marine Workers and Boilermakers Industrial Union, Local #1*  
*Party of the First Part;*

**SIGNED ON BEHALF OF THE UNION**  
*MoveUp (Canadian Office and Professional Employees Union, Local 378)*  
*Party of the Second Part;*

Fred Simmons, President	<i>Cheryl Popeniuk, Union Representative</i>

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
*C Popeniuk*

For the Employer  
*[Signature]*

M&B PROPOSALS

**MoveUP, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,  
LOCAL 378**

Increases in wages shall be at an equivalent percentage as the President and Dispatcher each year of the (3) three-year term.

E&OE  
Signed off this 26<sup>th</sup> day of September 2018

For the Union

C Popemich

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1] PROPOSALS [2018] Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b> 11:30
UP#17	Appendix D	Discussion and Update List	

Review and update the following Appendix "D" list:

**APPENDIX "D"**

**OFFICE MACHINERY, OTHER THAN BOOKKEEPING OR ALLIED MACHINES**

**LEVEL 1**

- Photocopier – desk top
- Letter opener – electric
- Postage machine – meter
- Folder
- Collator – manual
- Addressograph

**LEVEL 2**

- Computer terminal and/or P.C. used for menu driven data entry
- Microfilm – reader/printer
- P.A.B.X. telephone
- Telex
- Gestetner
- Gestefax
- Photocopier – other than desk top
- Adding Machine
- Fax – stand alone

**LEVEL 3**

- Calculator
- Dictaphone
- Microfiche filmer
- Cheque Writer

E&OE  
Signed off this 26<sup>th</sup> day of Sept 20 18

For the Union  
C. Popovich

For the Employer  
[Signature]

P.C. used for basic word processing  
Printer – access but not responsible for hard-copy

**LEVEL 4**

Audiometric testing equipment  
P.C. used for intermediate word processing  
Periphery equipment

*delete*

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
*C. Popenhil*

For the Employer  
*[Signature]*





(Canadian Office and Professional Employees Union, Local 378)

[M&B1]  
PROPOSALS [2018]  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b> 11:35
UP#18	LOU No. 2	Housekeeping/Discussion	

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:** Marine Workers and Boilermakers Industrial Union, Local #1

**AND:** MoveUp d.b.a. Canadian Office and Professional Employees Union  
Local 378

**HOURS OF WORK**

- 
- (a) Clauses 7.01 through 7.03 will be renewed. It is clearly understood that the Union COPE may pursue additional changes in existing hours of work pursuant to the "NOTE" under clause 7.03.
  - (b) Any existing arrangements providing for a four (4) day work week or a nine-day fortnight (or such arrangements agreed to during the term of the Collective Agreement) will not be changed during the term of the collective Agreement except by mutual agreement between the Employer and the Union. This undertaking is to be incorporated into a Letter of Understanding between the Parties.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 2018

For the Union  
C Popemuit

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]  
PROPOSALS [2018]  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b> 11:36
UP#19	LOU No. 4	Housekeeping/Re-sign LOU No. 4	

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:** Marine Workers and Boilermakers Industrial Union, Local #1

**AND:** MoveUP d.b.a. Canadian Office and Professional Employees Union,  
Local 378

The Parties agree that Employers who choose to exercise their option in accordance with Article 12.03 to pay rates above those specified in Appendix "A" will notify the Union by letter of the rates paid to their employees.

If it is the intention of the employer to hire an employee whose duties fall outside the existing classifications contained in this agreement, the employer must notify the union before hiring.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 20 18

For the Union  
C Popernick

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

[M&B1]  
PROPOSALS [2018]  
Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018	<b>Time:</b> 11:43
UP#20	LOU No. 5	Housekeeping/Resign LOU No. 5	

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN: Marine Workers and Boilermakers Industrial Union, Local #1**

**AND: MoveUP d.b.a Canadian Office and Professional Employees Union, Local 378**

The Parties agree that any increases to the Pension contributions or improvements to Health and Welfare benefits that are negotiated for the renewal of the Master Office Agreement – Trade Union Offices will be applied equally for the employees at Marine Workers & Boilermakers Industrial Union Local 1.

E&OE  
Signed off this 26<sup>th</sup> day of Sept 20 18

For the Union  
C. Popeniuk

For the Employer  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**[M&B1]  
PROPOSALS [2018]  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 26, 2018 <i>2 draft.</i>	<b>Time:</b> 2:35
UP#21	LOU	Draft LOU - Denyse Dehler - condition of employment	

**LETTER OF UNDERSTANDING**

**BETWEEN:** Marine Workers and Boilermakers Industrial Union, Local #1

**AND:** MoveUP d.b.a Canadian Office and Professional Employees Union, Local 378

**RE: DENYSE DEHLER**

The parties agree that as of January 1, 2018, Denyse Dehler's wage rate will be increased retroactively to the VDD chargehand rate of \$45.92, and effective January 1, 2019 and January 1, 2020 she shall receive wage increases at an equivalent percentage as the President and Dispatcher.

It is further agreed by the parties that as of January 1, 2018 Denyse Dehler's pension contribution will be increased retroactively to ~~11%~~ *the equivalent contribution per hour as the President.*

*CP  
JPS*

It is also agreed by the parties that the employer will provide Denyse Dehler with one fuel fill up per month, refunded upon her providing a receipt ~~no later than the 15<sup>th</sup> day of each subsequent month.~~

It is agreed by both parties that Denyse Dehler's hours of work will be 7.75, and she will be scheduled to a nine (9) day fortnight with every second Friday scheduled as a day off. If such day off falls on a statutory holiday, she will receive the Thursday prior to the statutory holiday in lieu.

The employer will agree to provide Denyse Dehler with their MWBIU post-retirement benefit package.

The parties agree, that Denyse Dehler's job classification will change to "Assistant to the President/Service Representative".

E&OE  
Signed off this 26<sup>th</sup> day of September 2018

For the Union  
C Popenick

For the Employer