

MEMORANDUM OF AGREEMENT

BETWEEN:

**Working Ventures Insurance Solutions Ltd.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART


By the signatures of their duly authorized representatives, the Union's Negotiating Committee and the Employer's Negotiating Committee (together, the "Parties") hereby expressly and mutually agree as follows :

1. The Memorandum of Agreement ("Memorandum") shall be deemed to include Appendix A attached hereto
2. The terms and conditions of the Collective in force and effect between the Employer and the Union from June 1, 2014 to May 31, 2017, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. The Collective Agreement shall be deemed to incorporate all of the terms and conditions set out in Appendix "A" to this Memorandum, and the parties expressly agree that they unanimously recommend acceptance and ratification of these terms and conditions
4. In addition, the Parties expressly agree that they unanimously recommend acceptance and ratification of the following wage proposal :
 - A. Increase to the salary scales in Collective Agreement as follows :

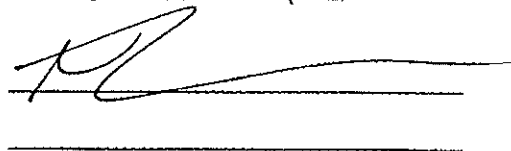
2017	-	2.0%
2018	-	2.0%
2019	-	2.5%

5. Upon ratification by both Parties in accordance with this Memorandum, the provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.
6. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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.
7. 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.
8. 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 VANCOUVER, B.C. this 20 day of MARCH, 2018



FOR THE EMPLOYER



FOR THE UNION

APPENDIX A



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	<i>Amend</i>	

- Amend parties names throughout the agreement
- Amend agreement to provide gender neutrality

E&OE

Signed off this _____ day of _____ 20____

For the Union _____

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
EP#1	6.01(b)	<i>Amend</i>	

6.01 (b) : Regularly scheduled shifts for Part Time Regular Employees shall consist of up to seven (7) hours per day, ~~in consecutive days of the week,~~ between Monday and Saturday. Two (2) consecutive days off will be provided each week. Except as may be varied below, a Part Time Regular Employee will not work more than eighty percent (80%) of the normal weekly hours of a Full Time Regular Employee. A Part Time Regular Employee's schedule may be varied by the Company to relieve a Full Time Regular Employee who is absent on sick leave, annual vacation or authorized leave of absence.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WVIS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	8.02	Add new a)	

ARTICLE 8 – ANNUAL VACATIONS

8.02 Vacation Scheduling

a) The Employer will post a vacation schedule for employee selection on November 1st and the employees will make selections as provided in section c) until December 31st. The Employer will confirm the approved schedule for the calendar year by January 15th. Employees making selections after December 31st will be on a first come first approved basis.

b) Broken Periods

Employees desiring to take vacations in broken periods shall be entitled to take them in periods of a maximum of two (2) weeks at any one time. Subject to operational requirements, employees may be granted more than two (2) weeks at any one time and such request will not be unreasonably denied.

c) Seniority Selection

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 selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7 v2	10.08	<i>Amend to add coverage</i>	

ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.08 Direct Pay Drug Plan

The Employer shall provide a mutually acceptable Direct Pay Drug Plan which will directly reimburse the pharmacist for eligible prescription drugs to the extent covered by the Plan. The premium costs in full for this coverage, either on a single or family basis, as the case may be, shall be borne by the Employer as per the existing plan.

- Add coverage for shingles and flu vaccine
- Add provision for annual eye examination

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WVIS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	11.07	Amend	

ARTICLE 11 – SALARIES

11.07 General Salary Increases

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A". All Employees shall receive general increases on the dates set out in Appendix "A" in accordance with the following schedule:

- (a) 01 June 2017 2.0%
- (b) 01 June 2018 2.0%
- (c) 01 June 2019 2.5%

* Cost of Living Adjustment (COLA) will be based on British Columbia CPI year over year at 01 June, and will include all items.

(AMEND APPENDIX "A" ACCODINGLY.)

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2017
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP#10	12.07	<i>Amend</i>	

ARTICLE 12 – HIRING, PROMOTION, LAY-OFF AND RECALL

12.07 Notice of Lay-Off

All Regular Employees shall be given notice of layoff or salary in lieu of notice as follows:

- 0 – 2 years service – 2 weeks notice of layoff or 2 weeks salary in lieu of notice
- 3 years service – 3 weeks notice of layoff or 3 weeks salary in lieu of notice
- 4 years service – 4 weeks notice of layoff or 4 weeks salary in lieu of notice
- 5 years service – 5 weeks notice of layoff or 5 weeks salary in lieu of notice
- 6 years service – 6 weeks notice of layoff or 6 weeks salary in lieu of notice
- 7 years service – 7 weeks notice of layoff or 7 weeks salary in lieu of notice
- 8 years service – 8 weeks notice of layoff or 8 weeks salary in lieu of notice

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WVIS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12 v2	14.07	<i>Amend to add new language</i>	

ARTICLE 14 – GENERAL

14.07 Education And Training

The Employer agrees to pay for any course fees, tuition, membership fees and books when required for work related courses taken by employees and approved by the Employer.

Notwithstanding the above, the Employer will provide funding for the ten (10) C.I.P. Courses, when requested by an employee. In addition, the Employer will provide reasonable assistance in the upgrading to and in the maintenance of Level II licenses.

An employee who successfully completes a course above the level one requirement that has been preapproved by the Employer, or any other course preapproved by the Employer, they shall receive a bonus of two hundred (\$200.00) dollars.

The Employer will provide time during normal working hours to any employee to write C.A.I.B. or C.I.P. exams locally.

The Employer may recover expenses for C.A.I.B. or C.I.P. courses or membership fees if an employee voluntarily leaves within one year of the date of exam completion or the date the membership fee was paid. The Employer may also recover similar expenses if a course is failed or not completed.

Notwithstanding the above, if the course is rewritten successfully within one year, the Employer will not recover associated expenses. The employee is responsible for the rewrite fee.

With permission from the supervisor, continuing education courses to maintain licensing may be completed on work time during slow periods and based on operational requirements.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

WVIS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13 v2	14.11	<i>Amend and add new language</i>	

ARTICLE 14 – GENERAL

14.11 Expenses and Travel

Employees who are required to travel will receive reimbursement for all receipted reasonable expenses and will be entitled to claim for meals as follows:

Breakfast	\$12.00 <u>\$15.00</u>
Lunch	\$15.00 <u>\$20.00</u>
Dinner	\$20.00 <u>\$25.00</u>

Employees who are required to travel and stay away from home overnight will receive a \$10.00 differential per night.

In the event that an employee is required to use their own vehicle in the course of their employment they will be reimbursed 52 cents per kilometre and \$200.00 for the deductible portion of their car insurance costs, when an accident occurs.

For those employees required to use their personal vehicle per this clause, the Employer will reimburse the employee for the top up to provide commercial coverage on their vehicle, if this coverage is not in place the employee shall not be required to use their own vehicle for business purposes.

E&OE
Signed off this _____ day of _____ 20____

For the Union

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

WVIS PROPOSALS 2017
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#15	23	<i>Discuss and Amend</i>	

ARTICLE 23 – DURATION

23.01 Continuation And Duration

This Agreement shall be in full force and effect on and after the 1st day of June 2017, to and including the 315th day of May 2020, and shall continue in full force and effect until the parties sign a new Collective Agreement.

If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	Appendix A	<i>Discuss and Amend</i>	

APPENDIX "A" SALARY SCHEDULE

** The Union will provide a proposed wage increase and term of agreement during collective bargaining.

E&OE
Signed off this _____ day of _____ 20____

For the Union

For the Employer 