

# COLLECTIVE AGREEMENT

Between

**WORKING VENTURES  
INSURANCE  
SOLUTIONS**



And



**MoveUP**  
**(Canadian Office and Professional Employees' Union, Local 378)**

**June 1, 2023 – May 31, 2026**

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THIS COLLECTIVE AGREEMENT ENTERED INTO  
BETWEEN: WORKING VENTURES INSURANCE SOLUTIONS  
(hereinafter referred to as the “Employer” and/or the “Company”  
PARTY OF THE FIRST PART

AND: MoveUP, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
LOCAL 378 (hereinafter referred to as the “Union”)  
PARTY OF THE SECOND PART

## **ARTICLE 1 – PURPOSE**

### **1.01 Purpose of Agreement**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees and in recognition whereof; the Parties hereto covenant and agree as follows:

### **1.02 No Discrimination, Sexual, Racial or Personal Harassment**

The parties recognize the right of all employees to work in an environment free from sexual, racial, and personal harassment.

The Employer in carrying out its obligations under the Collective Agreement, will not discriminate in matters of hiring, training, promotions, transfer, layoff, discharge, or otherwise, because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or criminal conviction for which a pardon has been granted. Definition of these protected classes will be consistent with the definitions in the B.C. Human Rights Code.

Notwithstanding the above, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

### **1.03 Employee Privacy Rights**

The Company shall not participate in drug testing of employees nor will employees be subjected to electronic or any other covert monitoring system.

## **1.04 Impact of Legislation**

- (a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
- (c) If after forty-five (45) working days from the commencement of negotiations referred to in Article 1.04(a) the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

## **ARTICLE 2 – UNION SECURITY AND RECOGNITION**

### **2.01 Union Recognition**

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns.

### **2.02 Union Membership Maintained**

The Employer agrees that all employees covered under this Agreement as a condition of employment, shall maintain their membership in the Union.

### **2.03 New Employees**

The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

### **2.04 Assignments of Wages and Employee Information**

Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with the following information as to the persons from whose pay such deductions have been made:

- |                              |  |
|------------------------------|--|
| (a) Employee name            | (g) gross earnings for the applicable period |
| (b) ID number (if available) |  |
| (c) Home address             | (h) amount of dues deducted                  |
| (d) Date of hire             | (i) Telephone number, except where           |
| (e) Job classification       | employees have expressly indicated           |
| (f) Employee status          | that their number is unlisted                |

Such information shall be supplied by the Company in a form mutually acceptable to the Parties. In addition, the Company will provide the Union with updated information as changes occur.

### **2.05 Technical Information**

The Employer agrees to provide any technical information required by the Union for collective bargaining purposes.

### **2.06 Union General Meetings**

The Employer shall allow employees a two hour break with pay biannually so that they may attend a Union general meeting.

## **ARTICLE 3 – UNION REPRESENTATION**

### **3.01 Job Stewards Recognition**

The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Job Steward(s).

### **3.02 Job Steward Duties**

The Job Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Job Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

### **3.03 Representation By Job Stewards**

An employee shall have the right to have a Job Steward present at any discussion relating to discipline. However, if an employee is to be disciplined in any way for any alleged infraction, the employee must receive, in writing, notice that the meeting concerns possible discipline and the employee has the right to have a Job Steward at the meeting. Such notification shall not form part of any personnel or Employer record.

Where the foregoing pertains to a Job Steward, the Steward will have the right to a Local Officer of their choice in attendance.



## **ARTICLE 4 – THE RIGHTS OF THE EMPLOYER**

### **4.01 Management Rights**

The Union recognizes the rights of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 17, 18, and 19.

## **ARTICLE 5 – DEFINITION OF EMPLOYEES**

### **5.01 Probationary Employees**

Probationary period – All new employees, except temporary employees, will be considered probationary for the first ninety (90) days of employment. After ninety (90) days employment, an employee will become regular. Temporary employees transferred to, or attaining regular status shall have their temporary period of employment included in their probationary period.

Notwithstanding the foregoing, the Employer may extend an employees' probationary period by up to ninety (90) days subject to the agreement of the Union. The Union will not withhold such agreement unreasonably. If an agreement is not reached, the probationary employee will be terminated.

### **5.02 Full Time Regular Employees**

Full Time Regular – An employee hired to work on a full-time basis in a regular continuing position.

### **5.03 Part Time Regular Employees**

Part Time Regular – An employee hired to work regular hours or days on a continuing basis but who works less than the normal hours in a month. These employees shall be covered by all conditions of this Agreement, except as follows:

- a) Sick leave pay will be on a pro rata basis consistent with the hours employed. Duration of sick leave entitlement will be on the same basis as for full time employees with the same calendar service.
- b) After thirty (30) days service, they will receive statutory holiday pay on a pro rata basis consistent with the proportion of hours normally worked in weeks not containing a holiday.
- c) Vacation pay as provided in Article 8, Annual Vacations, will be calculated on the same basis as for a full time employee with the same calendar service.

### **5.04 Temporary Employees**

Temporary – An employee hired for a specified period not exceeding three (3) months duration, except when extended by mutual agreement between the Union and the

Employer. A temporary employee attaining regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

### **5.05 Casual Employees**

Casual Employees – A casual employee is one (1) hired for vacation relief, unusual peak work loads or emergencies. Such employee shall be paid not less than the hourly rate as established in Appendix “A” of this Agreement.

The Employer may use casual employees to meet the annual workflow (e.g. seasonal variations, annual vacations, etc.). The Employer will not use such casuals to the prejudice of the established staff complement.

## **ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM**

### **6.01 Regularly Scheduled Shifts**

- a) Regularly scheduled shifts for Full Time Regular Employees shall consist of seven (7) hours per day, five (5) consecutive days per week, Monday to Friday, between the hours of 7:00 a.m. and 6:00 p.m. A regularly scheduled shift may also consist of seven (7) hours per day, five (5) days per week, Tuesday to Saturday (Saturday hours 9:00 a.m. to 5:00 p.m.).
- b) Regularly scheduled shifts for Part Time Regular Employees shall consist of up to seven (7) hours per day 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.
- c) Work scheduling for the Tuesday to Saturday shift will be offered on a voluntary basis, in order of seniority. If no employee volunteers to work then the Tuesday to Saturday shift will be assigned to qualified Employees on a rotating basis, in reverse seniority order.
- d) Shift changes can be made by mutual agreement between the employees.

### **6.02 Lunch Periods**

Each Full Time Employee, and each Part Time Employee who works a seven (7) hour day, shall receive a one (1) hour lunch period free from work in each work day which will be taken within two (2) hours of the middle of the regular working day. The precise time of the lunch period will be arranged between the Employer and the Employee.

### **6.03 Relief Periods**

- a) Each Full time Employee shall receive two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, free from work, without loss of pay.
- b) Each Part Time Employee shall receive relief periods, free from work, as follows:
  - i) For shifts of less than five (5) hours the Employee shall receive one (1) fifteen (15) minute relief period;
  - ii) For Shifts of five (5) hours or more but less than six (6) hours the Employee shall receive a twenty (20) minute relief period, which may be taken as one (1) twenty (20) minute period or two (2) ten (10) minute periods;
  - iii) For shifts of six (6) hours or more the Employee shall receive a thirty (30) minute relief period, which may be taken as one (1) thirty (30) minute period or two (2) fifteen (15) minute periods.

### **6.04 Overtime**

- a) Overtime Pay
  - i. All time worked before or after the regularly scheduled shift, or on a Saturday if it is not the Employee's regularly scheduled shift, shall be considered overtime, (if requested by the employee or Office Manager) and shall be paid for at one and one-half (1 1/2 ) times the employee's hourly rate for time worked in excess of seven (7) hours, and two (2) times the Employee's hourly rate for all time worked in excess of ten (10) hours.
  - ii. All time worked on a Sunday shall be considered overtime and paid at the rate of two (2) times the Employee's hourly rate.
  - iii. All time worked over thirty-five (35) hours per week shall be considered overtime, and shall be paid for in accordance with (i) or (ii) above, as applicable. For the purpose of calculating weekly overtime in accordance with this Clause (iii), only the first seven (7) hours worked by an Employee in each regularly scheduled work day are counted.

#### **b) Overtime Meals**

In the event that an employee is required to work two (2) hours or more beyond their regularly scheduled working day, a meal allowance of twenty-five dollars (\$25.00) will be paid by the Employer.

### **6.05 Scheduling Overtime**

Overtime will be offered on a voluntary basis in order of seniority. If no Employee volunteers to work then overtime will be assigned to the qualified Employee who is junior in seniority.

The above process will apply to both scheduled and unscheduled overtime.

### **6.06 Banking Overtime**

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed to with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

Banked overtime in excess of thirty five (35) hours at June 30<sup>th</sup> and December 31<sup>st</sup> each year may be paid out at the employer's discretion.

### **6.07 Shift Premium**

Shift Premium – A shift premium will be paid on those days when employees are requested to work by management (i.e. Telemarketing 11:00 a.m. to 7:00 p.m.) on all hours worked during that day's shift. Premiums shall be fifteen percent (15%) of an employee's normal salary.

With respect to claim calls handled by employees outside of regular hours, it is accepted and agreed that the employee shall be paid at a rate of pay equal to double time at their regular rate for the duration of the activity relating to such claim or the equivalent of fifteen (15) minutes at a regular rate of pay whichever is greater.

## **ARTICLE 7 – PAID HOLIDAYS**

### **7.01 Paid Holidays**

The Employer agrees to provide all employees with the following holidays with pay:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	<u>National Day for Truth and Reconciliation</u>	Boxing Day
Victoria Day		

and any other day that may be stated a legal holiday by the Provincial, Civic, and/or Federal Government. Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken on either a Friday or Monday or at a time mutually agreed with the Employer.

### **7.02 Work On Paid Holidays**

No work shall be performed by employees on the above mentioned holidays except in unforeseen circumstances. Work performed on such occasions will be paid at the rate of double the employee's regular rate in addition to the regular salary.

### 7.03 Floating Holidays

“Floating Holidays” – In addition to the holidays stipulated in Section 1 above, upon completion of one (1) year’s service, an employee will be entitled to three (3) paid holidays in each year of service thereafter. These will be known as “floating” holidays to be taken at a time mutually agreeable to the Employer and the employee on a first request basis, without regard to seniority. Floating holidays cannot be carried over into the next calendar year.

### 7.04 Paid Holidays and Vacation

In the event any of the holidays enumerated in 7.01 above, occur during the period of an employee’s vacation, an additional vacation day with pay shall be allowed for each holiday so occurring.

## ARTICLE 8 – ANNUAL VACATIONS

### 8.01 Vacation Entitlement

All employees shall be entitled to a paid vacation in accordance with the following schedule:

- a) After successful completion of probation, an employee shall be entitled to a pro-rated paid vacation based on three (3) weeks per annum. Payment for vacation shall be at the employees’ regular classification salary rate at the time vacation is taken or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- b) Years of Service/Vacation Entitlement

Calendar Years of Service	Vacation Entitlement	Vacation Pay
1-3	15 Days	Salary Rate, or 6%, whichever is greater
4-7	20 Days	Salary Rate, or 8%, whichever is greater
8-9	25 Days	Salary Rate, or 10%, whichever is greater
10 +	30 Days	Salary Rate, or 12%, whichever is greater

- c) Long Service Bonus

After 15 years of employment, Employees shall be entitled to five (5) additional days of supplementary vacation as a one-time bonus.

After 20 years of employment, Employees shall be entitled to another five (5) additional days of supplementary vacation as a one-time bonus.

Supplementary vacation may be banked for use for a maximum of five (5) years from when the supplementary vacation entitlement was granted.

Note: The vacation period will be changed from anniversary date to the calendar year process, effective January 1, 2015.

### **8.02 Vacation Scheduling**

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

### **8.03 Disruption of Vacation Due to Hospitalization and Bereavement**

An employee whose vacation leave is seriously disrupted by hospitalization or serious illness may be entitled to reschedule or extend their vacation for the period of hospitalization or serious illness (not to exceed the amount of scheduled vacation) and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed to with the employee's Office Manager. Employees are advised to notify the Office Manager immediately, where possible, of the hospitalization or serious illness causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave and will be subject to departmental requirements.

An employee who becomes entitled to bereavement leave pursuant to Article 9.02 immediately prior or during their scheduled vacation (such as to overlap with their vacation) may reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be subject to departmental requirements.

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **9.01 Union Business**

Leave of absence without pay will be granted to employees for the purpose of attending to Union business provided the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice.

To facilitate the administration of this clause, when a leave of absence without pay is granted, the Company will continue an employee's normal salary and bill the Union for all costs including benefits, related to the absence.

### **9.02 Bereavement Leave**

In case of death in the immediate family of the employee, i.e. parent, spouse, child, sister, brother, mother-in-law, father-in-law, foster child, step-child, step-parent, grandchild, grandparent, common-in-law spouse, and/or same sex partner of an employee shall be granted compassionate leave of five (5) days with pay. Such leave of absence will not be charged against paid sick leave or annual vacation entitlement.

### **9.03 Funeral Leave**

Upon application to the Office Manager, up to a maximum of one (1) days' leave of absence without deduction of pay will be granted to an Employee to attend a funeral as pallbearer or mourner.

### **9.04 Special Leave Without Pay**

An employee may be granted leave of absence, without pay, for personal reasons upon written application. It is understood that such leave shall not interfere with the operation of the department concerned.

### **9.05 Jury Duty**

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

### **9.06 Maternity Leave and Parental Leave**

- a) For the purpose of this Article "Spouse" includes common-law wife within the meaning of the Family Relations Act.

Maternity and Parental Leave will be granted in accordance with the Employment Standards Act of B.C.

- 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.

The employee shall be responsible to reimburse the Employer for any expenses incurred under Article 10 on their behalf, and no other benefit shall accrue during such leave.

- c) An employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, provided the employee has kept up their insurance licensing requirement, 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 during maternity leave.

### **9.07 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 gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 9 – Special Leave without Pay or Article 10 - Sick Leave depending on the employee’s request.

The Union, the Employer, and the employee will work together to tailor the general transition plan to the employee’s needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will protect the employee from adverse action or discrimination in the workplace.

### **9.08 Domestic or Sexual Violence Leave**

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer and the Union agree that all employees have the right to a work environment free of and safe from domestic and/or sexual violence.

The Employer shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

The Employer, the employee and the Union will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

In each calendar year, the Employer shall grant each employee affected by domestic or sexual violence a leave of absence up to five (5) paid days and an additional three (3) unpaid weeks without loss of seniority. Accumulated sick leave may be used during this leave of absence.



## 9.09 Compassionate Care Leave

This article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

1. In this section, “family members” means :  
in relations to an employee:
  - a) The employee’s spouse, child, parent, sibling, grandchild or grandparent;
  - b) Any person who lives with the employee as a member of the employee’s family;
  - c) The employee’s aunt or uncle, niece or nephew, current or former foster parents, ward or guardian;
  - d) The spouse of the employee’s sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
2. In relation an employee’s spouse:
  - a) The spouse’s child, parent or step-parent, sibling or step-sibling;
  - b) The spouse’s grandparent, grandchild, aunt or uncle, niece or nephew;
  - c) The spouse’s current or former foster parent, or current or former ward;  
and
  - d) Anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership.
3. An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:
  - a) The date the certificate is issued; or
  - b) If the leave began before the date the certificate is issued, the date the leave began.
4. The employee must give the employer a copy of the certificate as soon as practicable.

5. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (3) begins.
6. A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - a) The family member passes away;
  - b) The expiration of 26 weeks or other prescribed period from the date the leave began.
7. A leave taken under this section must be taken in units of one or more weeks.
8. IF an employee takes a leave under this section and the family member to whom subsection (3) applies does not pass away within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (3) and subsection (4) to (7) apply to the further leave.
9. An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and terminate entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
  - a) An employer will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
  - b) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.
  - c) When the leave ends, the employer must place the employee in their former position or a comparable one.

### **9.10 Quarantine Leave**

Employees will follow all applicable legislation and Health Orders related to quarantine.

### **9.11 ESA Leave**

The Employer will grant time off to employees who meet the eligibility criteria for any other leave(s) as outlined in relevant provincial Employment Standards or Employment Insurance (EI) legislation. Additional leaves include COVID-19 related leaves, Critical Illness or Injury Leave, Compassionate Care Leave or Caregiving Leave, Leave Respecting the Disappearance or Death of a Child, Reservists' Leave and any and all other leaves as set forth by applicable legislation. Leave will be granted in accordance with immediate family definition outlined in Article 9.02.

## **ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN**

### **10.01 Sick Leave**

- a) Employees are entitled to eighteen (18) sick days with full pay each calendar year. This entitlement is renewed to eighteen (18) sick days on January 1 each year. Unused sick days will accumulate and rollover year after year, up to a maximum of thirty (30) sick days in bank. There will be no payout of accumulated sick leave upon severance of employment.
- b) New employees are entitled to one and one half (1½) sick days per month worked during their first calendar year of employment.
- c) In cases of prolonged absences due to illness or injury, employees may apply for employment insurance. Employees have the following options:
  - 1. The employee may elect to use sick leave credits at full pay to bridge the E.I. waiting period; or
  - 2. The Employer will bridge the waiting period at 66 2/3% pay, without any deduction from the employee's sick leave credits; or
  - 3. A combination of the above options.

An employee can decide to change the option selected above, at any time prior to the start of employment insurance.
- d) If required, Long Term Disability will apply, if eligible, after four months of employment insurance.
- e) If an Employee voluntarily resigns and has taken in excess of one and one half (1½) sick days per month in that calendar year, the Employer may recover sick leave payments in excess of one and one half (1½) sick days per month.

### **10.02 Family Responsibility Leave**

In the case of illness/injury of an immediate family member the employee shall be entitled to use 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.

### **10.03 Medical and Dental Appointments**

Employees will be granted 1 hour leave without loss of pay to attend medical and/or dental appointments which they are unable to schedule outside of working hours. For any appointment exceeding 1 hour, at the employees option, the excess leave may be taken from accumulated banked overtime, or from sick leave or by working the equivalent time.

#### **10.04 Dental Plan**

A basic dental coverage plan shall be instituted. The Premiums to be paid one hundred percent (100%) by the Employer.

The Dental Plan includes the following:

Maximum coverage per calendar year	\$2,500.00
Deductible per calendar year	\$ 0.00

Coverage:

Preventive Services	80%
Restorative Services	80%
Major Restorative Services	80%
Orthodontics (\$3,000 – lifetime limit)	60%

#### **10.05 Life Insurance A.D. and D.**

Insurance coverage to be two (2) times annual salary.

#### **10.06 B.C. Medical Insurance Plan**

Employer will pay one hundred percent (100%) of the premium.

#### **10.07 Existing Welfare Package**

The Employer will maintain all other coverages under existing plans in effect at the date of ratification. This includes Long Term Disability and the Extended Health 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.

#### **10.09 Pension Plan**

The Employer will set up a group RRSP at a financial institution that is mutually agreed to by the parties. The Employer will match Employee contributions up to an amount of 5% of each employee's salary into the established group RRSP. Contributions will commence after an Employee has completed probation.

#### **10.10 Health Spending Account**

The Employer will provide a Health Spending Account of \$500.00 each year effective Jan 1, 2023. The health spending account must comply with the Revenue Canada rules which provide any unused portion of the HSA can be carried forward 1 year but not 2 years, and no portion of the HSA can be paid out to any person covered as this will cause

the HSA to become a taxable benefit. It allows reimbursement for incurred expenses that comply with the Medical Expense Tax Credit.

## **ARTICLE 11 – SALARIES**

### **11.01 Job Classifications**

Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classifications, in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix “A”, which is attached hereto and made part of this Agreement.

### **11.02 Job Classification Disputes**

Any position not covered by Appendix “A”, new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Employer and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 17, 18 and 19 of this Agreement.

### **11.03 Minimum Salaries**

It is agreed the salaries contained in Appendix “A” are minimum salaries. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee within the bargaining unit, nor shall it be so construed that any employee may not be advanced or promoted in the service of the Employer.

### **11.04 Job Descriptions**

In the event that the Employer introduces formal Job Descriptions they will be subject to negotiations between the Parties and the outcome of the negotiations will form part of this Agreement.

### **11.05 Acting Pay Provisions**

Employees required to assume duties in a higher paid job classification will be paid the minimum rate for the job when they perform a minimum of three (3) and one-half hours of the duties.

### **11.06 Productivity Plan**

In addition to salaries outlined in this Agreement, the Employer agrees to pay amounts as outlined in Appendix “B” to all employees on a quarterly basis. Such pay shall be considered wages for all purposes of the Agreement.

### **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 2023                      6.0%
- (b) 01 June 2024                      4.0%
- (c) 01 June 2025                      2.0%

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

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

### **12.01 Job Postings**

- a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer’s premises for at least three (3) working days. The notice shall indicate job title, classification requirements, and salary. A copy of the notice shall be sent to the Union and the Chief Job Steward.
- b) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

### **12.02 Applications and Filling Vacancies**

- a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit provided employees who apply for positions have the required qualifications.
- b) All bids on posted job vacancies shall be in writing, or on a form provided by the Employer.

### **12.03 Selections**

Selections for job vacancies shall be made on the basis of seniority, qualifications, and ability to do the job. Seniority shall be given every consideration in the selection process.

### **12.04 Trial Period**

When promoted to a higher position an employee shall be allowed a trial period of up to sixty (60) working days. Should the employee be considered unsuitable during the trial period, the employee shall be returned to their former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step they might have achieved by service had they not been promoted.

## **12.05 Training**

Training and cross-training shall be encouraged on the basis of seniority to allow for the principle of promotion from within.

## **12.06 Lay-Off and Bumping**

If a reduction in office staff is necessary, the following procedures shall be adopted:

- a) the Employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an Employee in the same or lower classification with the least seniority in such classification, provided they have the qualifications to satisfactorily perform the job and have greater seniority.
- b) Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace Employees having less seniority in the same or lower classification, providing such Employees have the necessary qualifications and seniority.

## **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

## **12.08 Recall Rights**

Any Full Time Regular Employee with six (6) months or more service who is laid-off due to lack of work or redundancy, shall be placed on a recall list for a period of twelve (12) months.

## **12.09 Recall By Seniority**

Employees laid-off shall be recalled by seniority and shall have the right to return to a vacancy in their former job classification or to a similar classification for which they are qualified.

### **12.10 Recall Notification**

Notice of recall to an Employee who has been laid-off shall be made by registered mail, courier or email to the last known residential or email address of the Employee. The Employee must respond to such notice within three (3) days of receiving it or shall lose rights of seniority and recall. However, an Employee who is prevented from responding to a recall notice because of illness or other reason beyond the Employee's control shall not lose rights thereby, but such Employee may be bypassed for the position available. An Employee bypassed as provided above, will remain on the recall list for the remaining recall period.

### **12.11 Salary On Recalls And Demotions**

- a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.
- b) Employees recalled to a position in a salary range which is lower than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- c) The foregoing salary policy shall also apply in the case of demotions due to layoffs and other circumstances.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority Defined**

Seniority means length of continuous service with the Employer and its predecessors as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

### **13.02 Loss of Seniority**

Except as provided in Article 13.03, 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 the purpose of determining seniority credit.

### **13.03 Seniority Upon Returning to Bargaining Unit**

An Employee in a bargaining unit position that is removed from the bargaining unit either by agreement between the Union and the Employer or under the Labour Relations Code of British Columbia shall, upon return to a bargaining unit position or re-inclusion in the removed position, be credited with seniority in accordance with the Union's Seniority Reinstatement Policy.



### **13.04 Seniority Accrual While On Leave**

An employee on approved leave of absence without pay will accrue seniority.

### **13.05 Seniority While On Lay-Off**

An employee laid-off and placed on the recall list under Article 12.06 will retain and continue to accumulate seniority during the period of lay-off.

### **13.06 Seniority For Temporary Work**

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer, as provided in Article 5.04.

### **13.07 Seniority Lists**

The Employer will provide the Union with a seniority list in January of each year, and at such times as may be required for the administration of this Agreement.

## **ARTICLE 14 – GENERAL**

### **14.01 No Other Agreement**

Neither the Employer nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Company or its representatives which may conflict with the terms of this Agreement.

### **14.02 Present Conditions Maintained**

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.

### **14.03 Bargaining Unit Work**

Except as specifically provided in this Agreement, no work which is normally, properly or customarily performed by members of the bargaining unit shall be contracted out, sub-contracted or performed by other than MoveUP members in good standing.

### **14.04 Picket Lines**

It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of their duties, to refuse a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

#### **14.05 Bulletin Boards**

Bulletin boards will be made available to the Union for the purpose of posting notices related to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

#### **14.06 V.D.T. Equipment**

The Employer will attempt to supply reasonable, but adequate equipment for operating work stations (e.g. adjustable work monitors, detachable keyboards, etc.) It shall be the Employer's responsibility to ensure that VDT equipment meets all WCB and Federal Government safety standards. Upon employee request, but not more than bi-annually, such equipment shall be tested for radiation emission and screen clarity.

The Employer shall provide instruction in the safe and proper usage of VDT equipment.

#### **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 based on operational requirements.

#### **14.08 Sexual And/Or Personal Harassment In The Workplace**

- a) MoveUP and the Employer recognize the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- b) 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 of 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.
- c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
- d) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Employer's Nominee. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
  - i) an alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - ii) the Nominee's designate and a Union Business Representative shall investigate the complaint and shall submit reports to the Nominee, in writing, within thirty (30) days of receipt of the complaint. The Nominee shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve this issue.
  - iii) 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.
  - iv) Pending determination of the complaint, the Nominee may take interim measures to separate the employees concerned if deemed necessary.
- e) Where either Party to the proceeding is not satisfied with the Nominee's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union representative, an Employer representative, and a mutually agreed upon chairperson, and the majority decision will be final and binding. The panel shall have the right to:

- i) dismiss the complaint
  - ii) determine the appropriate level of discipline to be applied to the offender;  
and
  - iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- f) All alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Nominee or the panel.

**14.09 Disciplinary Letters**

An employee shall give reasonable notice to the Employer, no longer than two working days delay, to view their employee file and upon their request receive a printout of the file. Any disciplinary letter in the file shall be expunged after 12 months, unless there has been further letter of discipline entered into the employees file. In any event, a twelve month period with no discipline results in an employee file being free of any notices of discipline.

**14.10 Personal Duties**

The Employer agrees not to require an employee to do duties of a personal nature. Such duties shall include, but not be limited to, serving coffee and non work related functions.

**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	\$20.00
Lunch	\$25.00
Dinner	\$30.00

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 as per the Canada Revenue Agency’s “Reasonable Per Kilometer Allowance Rate” 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.

## **14.12 Employees Indemnity**

Working Ventures Insurance Solutions (WVIS) agrees to be responsible for any legal costs such as fine or penalty that may be incurred by an employee of WVIS, that arise as a result of the performance of the duties carried out in their job, not covered by the E & O policy held by WVIS but not for legal proceedings that arise as a result of criminal or willfully fraudulent acts done by the Employee.

## **ARTICLE 15 – DISCHARGE AND TERMINATION**

### **15.01 Discharge For Just Cause**

It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice shall be given in the event of such discharge, at the Employer's option.

### **15.02 Notice**

If a regular employee is terminated, except as provided in Article 15.01 above, said employee shall receive two (2) weeks notice immediately prior to the date of termination, or the equivalent in wages. If the notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

### **15.03 Reinstatement**

If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it is found that an employee has been unjustly discharged, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to their former position without any loss of seniority or rank. Compensation for lost salary shall be mutually agreed between the Employer and the Union or as decided by arbitration.

## **ARTICLE 16 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

### **16.01 Notice of Change**

The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or procedures which might result in the displacement or reduction of personnel or in changes to job classifications.

### **16.02 Retraining**

Wherever practical, employees who become redundant due to new equipment or procedures, shall be eligible for retraining to equip them for the operation of such new

equipment or procedures, or to qualify for other positions within the unit. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee(s).

### **16.03 Lay-Off and Recall Election**

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

### **16.04 Severance Pay**

Severance pay, as provided for in Article 16.05 following, shall be due and payable to a displaced employee immediately upon termination.

### **16.05 Severance Pay Entitlement**

Severance pay shall be paid to employees who are terminated because of changes in administrative procedures, automation, consolidation or suspension of business. The amount of severance pay shall be one (1) month at the employee's current, regular, salary for each year of service, to a maximum of five (5) months.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

### **17.01 Grievances**

“Grievance” means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee(s) bound by this Collective Agreement or between the Employer and the Union.

### **17.02 Procedure**

Grievances or complaints shall be settled in the following manner:

- a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- b) If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

Step 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work, within ten (10) working days of the circumstances giving rise to the grievance. The employee shall be accompanied by a Job Steward or Representative of the Union.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee and Job Steward or Representative shall submit the grievance, in writing, to the Office Manager as designated by the Employer, within the next ten (10) working days.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days to the Representative(s) of the Union and the Representative(s) of the Employer. Failing settlement within a further ten (10) working days of receipt of notice, the dispute may be referred to the Expedited Grievance Procedure and/or Arbitration, by either Party, as set forth in Articles 18 and 19.

### **17.03 Extension of Time Limits**

The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 18 – EXPEDITED GRIEVANCE PROCEDURE**

### **18.01 Investigation**

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Dalton Larson, Mark Atkinson, or a substitute agreed to by the Parties, shall at the request of either Party:

- a) investigate the difference
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

### **18.02 Recommendations**

Where the Parties utilize the provision of this Article and written recommendations to resolve the difference are received by the Parties, such grievance or dispute shall not be subject to further proceedings under Article 19, unless mutual agreement between the Union and the Company.

## **ARTICLE 19 – SINGLE ARBITRATOR**

### **19.01 Arbitration**

- a) When any difference arises between the Parties as to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.
- b) As an additional or alternative procedure to Article 18, the Parties to this Agreement shall agree upon a Single Arbitrator as a means of settling disputes.

### **19.02 Notice to Arbitrate**

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 17. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

### **19.03 Selection of Arbitrator**

The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either Party may apply to the Labour Relations Board for the appointment of an arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

### **19.04 Decision of the Arbitrator**

Upon appointment of an Arbitrator, the Arbitrator shall hear the Parties' submissions, and make their award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver their award, in writing, to each of the Parties, and shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

### **19.05 Costs of Arbitration**

Each Party shall pay their own costs and expenses of the arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

## **ARTICLE 20 – JOINT CONSULTATION COMMITTEE**

### **20.01 Joint Committee**

The Employer and the MoveUP shall establish a Joint Consultation Committee. On the request of either Party, the Parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement. Time spent by an employee in carrying out the functions of the Committee shall be considered to be



time worked. Minutes of all meetings will be kept on file, and copies sent to Committee Members and the Union.

This Committee shall consist of one (1) representative of the Employer and one (1) member of the bargaining unit. The Union Representative will attend whenever practical.

### **20.02 Statutory Health and Safety Compliance**

The Employer and the Union agree to co-operate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to industrial health and safety.

### **20.03 Unsafe Work Conditions**

No employee shall be disciplined for refusing work which they has reasonable cause to believe is unsafe and where they acts in compliance with Section 3.12 of the WorkSafe BC Regulations.

### **20.04 Investigation of Accidents**

In accordance with WorkSafe BC OH&S regulations, whenever a serious accident or near miss event occurs, a member of the Union and the manager shall conduct an investigation and report their findings to the Company and the Union.

## **ARTICLE 21 – NO CONTRACTING OUT**

### **21.01 No Contracting Out**

The Employer will not contract out bargaining unit work that would result in the lay-off of bargaining unit employee(s).

## **ARTICLE 22 – DUTY TO ACCOMMODATE**

### **22.01 Duty To Accommodate**

The Employer agrees to comply with all Provincial and Federal statutes regarding Duty to Accommodate.

## **ARTICLE 23 – Telecommuting**

Telecommuting refers to a work arrangement under which employees work from an area outside of the office. Employees shall communicate with the Employer and perform their work by electronic or other means, normally from their residence.

Telecommuting may consist of either full-time telecommuting or a combination of telecommuting and work in the office.

The parties agree that no employee shall be required to telecommute, and all telecommuting arrangements shall be by mutual agreement between the Employer and the employee.

Telecommuting arrangements shall be at the sole discretion of the Employer in accordance with Company policies and licensing requirements. The Employer will make decisions in a reasonable manner.

Employees retain all rights and benefits of the Collective Agreement, including WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of working from home.

Employees will seek approval from the Employer if they intend to telecommute from any area that is not their residence. Employees will take necessary steps to ensure security of confidential information if telecommuting outside their residence. Telecommuting outside the employee's residence is approved at the Employer's sole discretion, and shall always be temporary in nature.

The following equipment will be provided by the Employer and must be returned upon severance of employment:

a laptop/desktop computer with a mouse and a keyboard,  
other equipment as determined by the Employer and employee

## **ARTICLE 24 – DURATION**

### **24.01 Continuation And Duration**

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day of June 2023, to and including the 31<sup>st</sup> day of May 2026, 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.

### **23.02 Agreement More Than One Year**

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

**23.03 Severability**

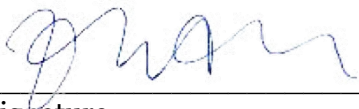
In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions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

DATE D THIS 9th DAY OF November, 2023

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FOR THE COMPANY

Signed on behalf of the Employer  
Party of the first part



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Signature  
Maureen Kurenoff  
CEO, Growth Financial Corp.

FOR THE UNION

Signed on behalf of the Union  
Party of the second part



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Signature  
Nathan Beausoleil  
Union Representative

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Signature  
Michelle Hobal  
Union Bargaining Committee  
Member

**APPENDIX “A” SALARY SCHEDULE**

**BI-WEEKLY RATES**

Monthly rates are determined by multiplying the bi-weekly rates in Appendix “A” by twenty-six (26) and dividing by twelve (12).

Hourly rates are determined by dividing the bi-weekly rates in Appendix “A” by seventy (70).

<b>1-Jun-23</b>	<b>%</b>	<b>START</b>	<b>6 MONTHS</b>	<b>12 MONTHS</b>	<b>18 MONTHS</b>
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**Agent 1**

Monthly	6.00%	4,165.67	4,249.00	4,333.97	4420.35
Bi-Weekly	6.00%	1,922.62	1,961.07	2,000.30	2,040.16
Hourly	6.00%	27.47	28.02	28.58	29.15

**Agent 2**

Monthly	6.00%	4,544.83	4,636.30	4,727.76	4,822.46
Bi-Weekly	6.00%	2,097.61	2,139.83	2,182.04	2,225.75
Hourly	6.00%	29.97	30.57	31.18	31.80

**Clerk**

Monthly	6.00%	2,943.60	2,983.92	3,024.81	3,024.81
Bi-Weekly	6.00%	1,358.58	1,377.20	1,396.06	1,396.06
Hourly	6.00%	19.41	19.67	19.94	19.94

**Bookkeeper**

Monthly	6.00%	3,726.75	3,790.21	3,853.65	3,912.88
Bi-Weekly	6.00%	1720.04	1,749.33	1,778.61	1,805.94
Hourly	6.00%	24.57	25.00	25.41	25.80

<b>1-Jun-24</b>	<b>%</b>	<b>START</b>	<b>6 MONTHS</b>	<b>12 MONTHS</b>	<b>18 MONTHS</b>
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**Agent 1**

Monthly	4.00%	4,332.30	4,418.96	4,507.33	4,597.16
Bi-Weekly	4.00%	1,999.52	2,039.52	2,080.31	2,121.77
Hourly	4.00%	28.56	29.14	29.72	30.32

**Agent 2**

Monthly	4.00%	4,726.62	4,821.75	4,916.87	5,015.36
Bi-Weekly	4.00%	2,181.52	2,225.43	2,269.32	2,314.78
Hourly	4.00%	31.16	31.79	32.42	33.07

**Clerk**

Monthly	4.00%	3,103.28	3,145.80	3,145.80	3,103.28
Bi-Weekly	4.00%	1,432.28	1,451.90	1,451.90	1,432.28
Hourly	4.00%	20.46	20.74	20.74	20.46

**Bookkeeper**

Monthly	4.00%	3,875.82	3,941.82	4,007.80	4,069.40
Bi-Weekly	4.00%	1,788.84	1,819.30	1,849.75	1,878.18
Hourly	4.00%	25.55	25.99	26.42	26.83

<b>1-Jun-25</b>	<b>%</b>	<b>START</b>	<b>6 MONTHS</b>	<b>12 MONTHS</b>	<b>18 MONTHS</b>
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**Agent 1**

Monthly	2.00%	4,418.95	4,507.34	4,597.47	4,689.11
Bi-Weekly	2.00%	2,039.51	2,080.31	2,121.91	2,164.20
Hourly	2.00%	29.13	29.72	30.32	30.92

**Agent 2**

Monthly	2.00%	4,821.15	4,918.19	5,015.21	5,115.66
Bi-Weekly	2.00%	2,225.15	2,269.93	2,314.71	2,361.07
Hourly	2.00%	31.79	32.43	33.07	33.73

**Clerk**

Monthly	2.00%	3,122.57	3,165.34	3,208.71	3,208.71
Bi-Weekly	2.00%	1,441.18	1,460.93	1,480.94	1,480.94
Hourly	2.00%	20.59	20.87	21.15	21.15

**Bookkeeper**

Monthly	2.00%	3,953.33	4,020.65	4,087.95	4,150.79
Bi-Weekly	2.00%	1,824.62	1,855.69	1,886.75	1,915.74
Hourly	2.00%	26.06	26.51	26.95	27.37

## APPENDIX “B” - PRODUCTIVITY PLAN

In accordance with Article 11.06 the Employer agrees to pay compensation payments over and above the Monthly Rates that are generated by increased productivity. Regular Full Time employees, and Regular Part Time employees will share the amounts on a pro rata basis. The compensation payment total shall equal the sum of 11% of monthly commission earned by the company above a base amount of \$828,000.00.

MONTHLY PRODUCTIVITY THRESHOLDS ARE:

JUNE	\$ 72,000
JULY	\$ 72,000
AUGUST	\$ 72,000
SEPTEMBER	\$ 72,000
OCTOBER	\$ 72,000
NOVEMBER	\$ 72,000
DECEMBER	\$ 60,000
JANUARY	\$ 60,000
FEBRUARY	\$ 60,000
MARCH	\$ 72,000
APRIL	\$ 72,000
MAY	\$ 72,000
TOTAL	\$828,000

In determining the compensation payment total, the following criteria shall apply:

*1) Disclosure of Financial Information*

The Company will provide all relevant financial records to the Union Job Steward for review on a monthly basis.

*2) Pro Rata Calculations*

Employees will be entitled to a proportion of the total payment that correspond to their hours paid during the month and including the hours missed from work for up to 4 days for any leave of absence without pay.

*3) Payments*

Employees will receive their proportional payment by the 15<sup>th</sup> day of the month in the following months:

September  
December  
March  
June

*4) Application*

Productivity Plan payments will only apply to those employees certified at Kelowna offices of WVIS and the Personal lines income earned from the Kelowna office.

*5) Pay Out*

The Productivity Plan will be paid out quarterly in each fiscal year, but reconciled annually.



**LETTER OF UNDERSTANDING**

**BETWEEN**

**WORKING VENTURES INSURANCE SOLUTIONS  
(hereinafter referred to as the “Employer”)**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES 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. Effective the ratification of the 2020-2023 Collective Agreement, Patricia Biglow shall receive a one (1) dollar per hour wage increase for the duration of the contract. Should Patricia vacate the Bookkeeper position during the 2020-2023 Collective Agreement, the one (1) dollar per hour wage increase will not carry over to the new incumbent of the Bookkeeper position.
2. In addition, Patricia Biglow shall receive the general wage increases negotiated under 11.07 of the Collective Agreement.

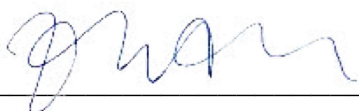
**SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020**

**For MoveUP COPE Local 378**



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**For the Employer**



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**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**WORKING VENTURES INSURANCE SOLUTIONS  
(hereinafter referred to as the “Employer”)**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378**

**(hereinafter referred to as the “Union”)**

**PARTY OF THE SECOND PART**

Benefits and Sick Leave Review

The Parties will meet six (6) months after ratification of the agreement to review the existing benefits and sick leave plan, including the potential introduction of a short-term disability plan. Any changes to the above plans will be by mutual agreement.

**SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

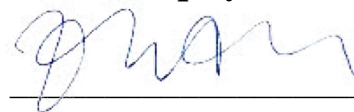
**For MoveUP COPE Local 378**

  
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**For the Employer**

  
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