

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CANADIAN NORTHERN SHIELD**

**(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 October 1, 2017 to October 1, 2021, 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 October 1, 2017 to October 1, 2021.

5. In addition, the Parties expressly agree that they unanimously recommend acceptance and ratification of the following wage, signing bonus and deferred signing bonus proposal:

a. Increase to the salary scales in Collective Agreement as follows

- 2017 – 1.0%
- 2018 - 0.5%
- 2019 – 1.5%
- 2020 – 1.5%

b. Within six (6) weeks of the date of ratification, the Company shall provide to each employee, who is actively employed in the bargaining unit on the date of ratification, a one-time lump-sum Signing Bonus payment in the gross of \$500.00, less the usual statutory deductions.

In addition, a Deferred Signing Bonus will be paid to employees who were actively employed in the bargaining unit on the date of ratification and who are actively employed on the date of payout, as follows:

- January 2019 - \$500.00
- January 2020 - \$500.00
- January 2021 - \$500.00

The deferred Signing Bonus amounts are subject the usual statutory deductions.


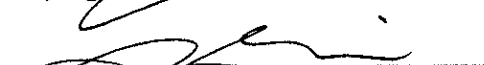

Employees who are on an approved leave of absence will be "actively" employed for the purposes of eligibility for the Signing Bonus and Deferred Signing Bonuses.

6. 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.



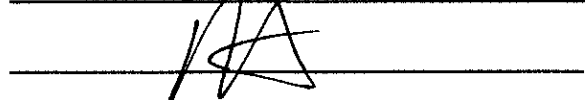
7. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be 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.

Signed at Vancouver, B.C. this 9<sup>th</sup> day of March, 2018.

For the Union

  
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For the Employer

  
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**APPENDIX "A"**

March 1, 2018

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**M3 - Article 12.02: Scheduled Time Off**

Amend as follows:

**12.02 Scheduled Time off Provisions**

- c) The day off will normally be taken in the period in which it is earned except that employees shall be allowed to accrue up to five (5) days which can be taken in a continuous period.

Unused T.O. days may be carried over from one calendar year to the next. Such carry over is non-cumulative, shall not exceed five (5) days in total ~~and must be taken before March 31<sup>st</sup> of the following year.~~ Any accrued T.O. days in excess of five (5) must be taken unless otherwise agreed to by the parties.

It is the parties' mutual preference that all T.O. days be taken as time off in accordance with this Article. However, in circumstances where operational requirements have made it difficult to schedule T.O. days, the Employer shall consider written requests from employees that unused T.O. days be paid out as regular wages.

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Agreed and signed this 1<sup>st</sup> day of March, 2018.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



March 1, 2018

**M7 - Article 19.03 & 19.05: Commercial Travel and Personal Vehicles**

**19.03 Commercial Travel**

The Company will pay travel costs ~~the equivalent of economy air fare for air travel and for other forms of travel will pay the cost equivalent to first class standards plus sleeping accommodation~~ where required for employees travelling on Company business in accordance with RSA's Travel and Expenses Policy. All time spent travelling and waiting for connections for public transportation will be paid as time worked except that when an employee is provided with accommodation at her place of departure such pay shall not start until the employee is required to depart her place of accommodation to catch the scheduled transportation. Pay for travel time on a day on which no work is performed will be limited to a day's pay at the prevailing rate.

**19.05 Personal Vehicles**

Employees who elect and who are permitted by the Company to use their personal vehicles in lieu of transportation supplied by the Company shall receive a per km 'mileage reimbursement' in accordance with RSA's Travel and Expenses Policy. \$0.58, per kilometer for all distance travelled on company business and, effective January 1, 2016, this amount will increase to \$0.60 per kilometer.

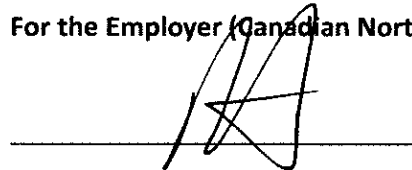
In the event of an accident occurring while the employee is using her personal vehicle on Company business, the Company will reimburse the employee up to three hundred (\$300) on the deductible portion of her insurance, subject to such cost actually being incurred.

Agreed and signed this 1<sup>st</sup> day of March, 2018.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



March 1, 2018

**M8 - Article 19.06: Meal Expense Claims**

**19.06 Expense Claims**

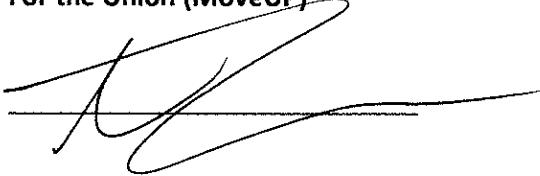
Employees travelling on Company business or working away from their established headquarter will be reimbursed for reasonable expenses including accommodation and meal expenses in accordance with RSA's Travel and Expenses Policy. As per the policy, all expenses must be supported by receipts.

[DELETE REMAINDER OF ARTICLE]

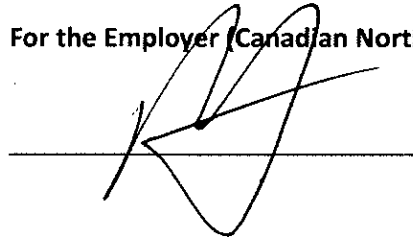
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Agreed and signed this 1<sup>st</sup> day of March, 2018.

**For the Union (MoveUP)**



**For the Employer (Canadian Northern Shield)**



March 1, 2018

**M9 - Article 23.00: Financial Aid, Training Courses**

**20.03 Financial Aid, Training Courses**

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Company will depend upon the circumstances. In general, the Company will provide for categories of financial aid as follows:

...

**(d) Approval for training and reimbursement pursuant to subsections (a), (b) and (c) of this Article shall be at the Company's sole discretion.**

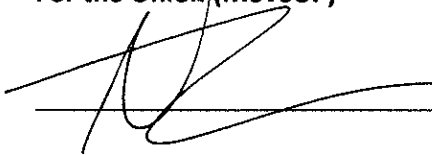
**(e)** i) On presentation of proof of expenses for books and tuition fees, the Company shall pay to the employee the costs of any course approved by the Company as specified in this Article.

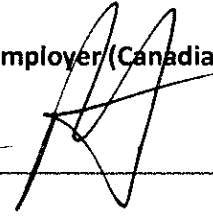
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Agreed and signed this 1<sup>st</sup> day of March, 2018.

**For the Union (MoveUP)**

**For the Employer (Canadian Northern Shield)**

  
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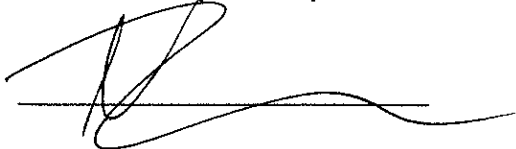
March 1, 2018

**M12 - Appendix "A: Job Classifications**

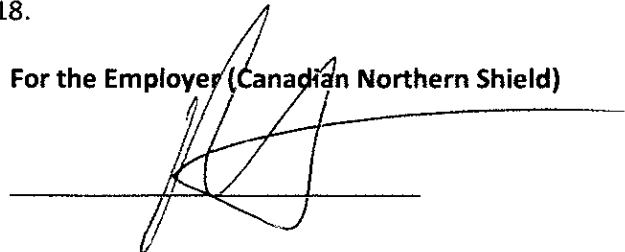
- |                     |   |
|---------------------|---|
| <b>GROUP 3</b>      | Corporate Services Assistant<br>Receptionist  |
| <del>GROUP 4</del>  | <del>Claims Customer Service Representative</del>   |
| <b>GROUP 5</b>      | <del>Claims Customer Service Representative</del><br><b>Policy Service Clerk, <u>Technical Underwriting Assistant, CI</u></b><br>Junior Underwriter, PI |
| <b>GROUP 7</b>      | Intermediate Underwriter, PI<br>Commercial Lines Underwriter<br><del>Property</del> Claims Representative I ( <b><u>FNOL, Property</u></b> )            |
| <b>GROUP 8</b>      | Intermediate Underwriter, CI<br>Claims Examiner, <b><u>Casualty</u></b><br><b><u>Claims Representative 2, Property</u></b><br>Senior Underwriter, PI    |
| <b>GROUP 9</b>      | Quality Assurance Reviewer<br>Claims Road Adjuster<br>Analyst, Infrastructure Support   |
| <b>GROUP 10</b>     | Claims Examiner II, <b><u>Casualty</u></b><br><b><u>Claims Representative 3, Property</u></b><br>Senior Underwriter, <b><u>CI</u></b>                   |
| <del>GROUP 11</del> | <del>Senior Claims Examiner</del>   |
| <b>GROUP 12</b>     | Senior Infrastructure Support Analyst   |

Agreed and signed this 1<sup>st</sup> day of March, 2018.

**For the Union (MoveUP)**



**For the Employer (Canadian Northern Shield)**





March 1, 2018

**U7 - Article 5.04: Discipline and Dismissal**

**5.04 Discipline and Dismissal**

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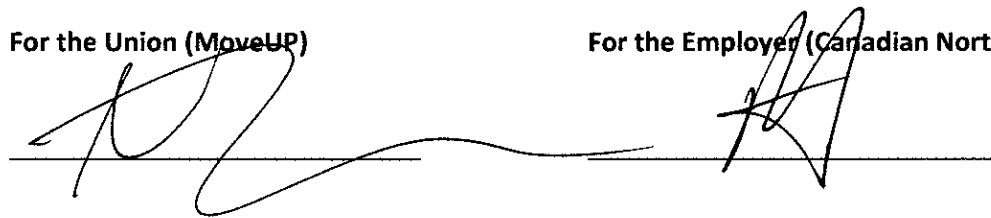
**e) Electronic Copies**

The Employer will provide the Union with an electronic copy of any disciplinary document as soon as reasonably possible after it is issued to an Employee.

Agreed and signed this 1<sup>st</sup> day of March, 2018.

**For the Union (MoveUP)**

**For the Employer (Canadian Northern Shield)**

A horizontal line with two handwritten signatures. The signature on the left is for the Union (MoveUP) and the signature on the right is for the Employer (Canadian Northern Shield).

March 1, 2018

**U19 - Article 18.14: Gender Transition Leave**

**18.14 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 Employee must provide as much advance notice as reasonably possible of the need for such leave. The provisions of that leave will follow ~~either Article 16 Paid Sick Leave. or Article 18.02 Special Leave depending on the employee's request and approval by the provider.~~ Additional unpaid leave will not be unreasonably denied.

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 ensure it enforces its harassment free work environment and not accept any discriminating actions.

Agreed and signed this 1<sup>st</sup> day of March, 2018.

For the Union (MoveUP)

For the Employer (Canadian Northern Shield)

**MOVEUP / Canadian Northern Shield - PROPOSALS 2017  
 Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 4	0.10	HK	

**~~0.10~~ Gender and Plural Usage**

~~Wherever the singular or feminine is used in this agreement, these words shall be construed, as meaning the plural or masculine wherein the context requires. Conversely the reverse is equally true.~~

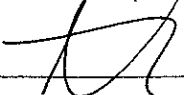
The parties agree that the Collective Agreement shall be updated to become gender neutral by replacing all gender specific pronouns (i.e. he/she/his/her) to "they" or "the employee".

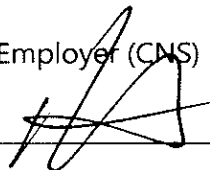
**\*\* renumber remainder of article**

E&OE  
 Signed off this 1<sup>st</sup> day of March 2012

For the Union (MoveUP)

For the Employer (CNS)





**MOVEUP / Canadian Northern Shield - PROPOSALS 2017  
 Union U-Item Proposals**

Union		Date:	Time:
Number	Affected Article/MOU		
UP 1	HK	Amend throughout	

- All references to “Canadian Office and Professional Employees Union, Local 378” and “COPE Local 378” shall be changed to “MoveUP (Canadian Office and Professional Employees Union, Local 378)” on the header, footer, signing page and Article 17.10(b) of the agreement.
- The entire collective agreement to be updated to become gender neutral by replacing all gender specific pronouns (i.e. he/she to “the employee”

E&OE

Signed off this 1<sup>st</sup> day of March 2018

For the Union (MoveUP)

For the Employer (CNS)

## MOVEUP / Canadian Northern Shield - PROPOSALS 2017 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP 5	2.03(f)	Amend	

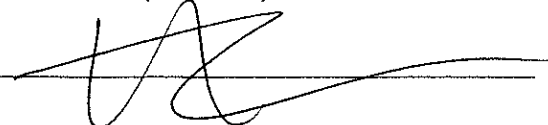
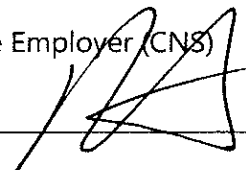
### 2.03 Paid and Unpaid Leave for Job Stewards and Union Officers

- a) Job Stewards can carry out their duties in Article 2.02 (a) and 2.02 (b) above without loss of pay during regular hours and it shall be considered as time worked. The time spent by Job Stewards beyond their regular hours will not be paid for by the Company. Before carrying out such duties during regular working hours, the Job Steward will first obtain permission from the Manager or his designate at his location. Such permission will not be unreasonably withheld. It is agreed that Job Stewards will carry out their duties in such a manner as to cause a minimum of interference with normal job duties. (See Article 2.09).
- b) Job Stewards and/or affected Company employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time worked. The time spent beyond regular hours will not be paid for by the Company.
- c)
  - i) Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Company and are required to participate in the Union Executive Meetings will be granted up to one day's leave with pay for each period of leave so required provided notice is given to the Company in accordance with Article 2.03(f). Time spent beyond regular hours and time spent beyond one working day will not be paid by the Company and will be considered leave of absence without pay.
  - ii) Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Company, and who are elected or appointed to attend Union or Labour Conventions, will be granted leave of absence without pay to attend such conventions provided notice is given to the Company in accordance with Article 2.03(f). The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Company to minimize the effect

E&OE  
Signed off this 1<sup>st</sup> day of MARCH 2018

For the Union (MoveUP)

For the Employer (CNS)

## MOVEUP / Canadian Northern Shield - PROPOSALS 2017 Union U-Item Proposals

of leave granted to Job Stewards and/or other elected Officers under this section.

- d) Job Stewards and/or elected Officers of the Union who regularly work for the Company and who are assigned to Joint Union-Company Committees, will be paid by the Company for all time spent on such committees during regular hours.
- e) Job Stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Human Resources for other activities not specifically identified above. Such leave shall not be unreasonably denied.
- f) Requests for leave under 2.02(d), 2.03(c) and 2.03(e) must be submitted by the Union to the Company at least ~~thirty (30)~~ **fourteen (14)** days prior to commencement of the requested leave. **All requests for leave will not be unreasonably denied.**
- g) Notwithstanding the generality of any other provision in Article 2, the parties agree as follows:
  - i) All requests for leave under Article 2 will include indication of the specific subsection of Article 2 which is applicable to the requested leave.
  - ii) Where a Job Steward or other elected Officer of the Union is granted leave without pay under Article 2, the Company shall continue the Job Steward/Officer's salary and full benefits, however in those instances where the Union is responsible for reimbursing the Company for all costs associated with such leaves, such reimbursement shall include the Job Steward/Officer's salary plus a loading factor of twenty-two percent (22%).

E&OE  
Signed off this 1<sup>st</sup> day of March 2018

For the Union (MoveUP)

For the Employer (CNS)



## MOVEUP / Canadian Northern Shield - PROPOSALS 2017 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP 6 -V2	2.13	Amend	

### 2.13 Right to Have Job Steward Present

- a) An employee shall have the right to have a Job Steward present at any discussion with management personnel where the basis of the discussion is **placement in a performance improvement plan, or at an investigative meeting which may potentially result in** disciplinary action. Where a manager plans to meet with an employee with the specific intent to administer discipline, the manager shall notify the employee in advance of that meeting and of her right to have a Job Steward present at that meeting.
- b) An Employee shall have the right to refuse to participate or to continue to participate in any discussion with management personnel, where the basis of the discussion is disciplinary action, until a Job Steward can be present. An Employee who exercises this right of refusal shall not suffer any prejudice, penalty or discipline as a result.
- c) This clause does not apply to those discussions that are of an operational nature ~~or do not involve disciplinary action.~~

E&OE

Signed off this 1<sup>st</sup> day of March 20 14

For the Union (MoveUP)

For the Employer (CNS)

March 1, 2018

## M6 - Article 16.12: Medical or Dental Appointments U-V2

### 16.12 Medical or Dental Appointments

Full-time regular employees and full-time temporary employees who have completed their probationary period, will be granted reasonable leave without loss of pay to attend medical and dental appointments which they are unable to schedule outside of working hours. Every reasonable effort should be made to schedule medical and dental appointments outside regular working hours.

In all cases, employees are required to exhaust the following options when requesting leave under this article:

1. Employees must make a reasonable and diligent effort to schedule the appointment outside of work time, including on a weekend, after hours, or on a scheduled day off (including scheduled T.O. Days)
2. If there is no reasonable opportunity to schedule the appointment outside of work time, the employee must make a reasonable and diligent effort to schedule the appointment near the start of the working day or near the end of the working day, or during lunch time to help minimize the impact in the workplace, and the employee must make arrangements with her manager to make up the time in a mutually agreeable fashion.
3. ~~Only in exceptional cases will leave be granted under this article without a requirement to make up the time.~~

~~If medical/dental appointments must be scheduled during work hours, employees must provide as much notice as possible with respect to the scheduling of such appointments during work hours. In such cases, employees shall make every effort to schedule such appointments near the start of the working day, near the end of the working day, or during lunch time to help minimize the impact in the workplace.~~

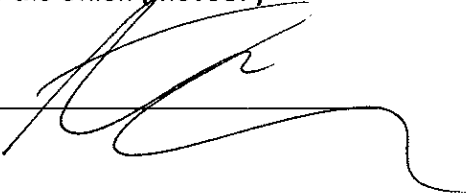


March 1, 2018

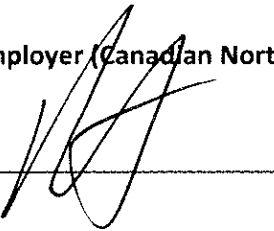
Notwithstanding the foregoing, time off to attend paramedical appointments (such as chiropractic, naturopathic, physiotherapy and massage therapy services) or for cosmetic procedures (including cosmetic orthodontics procedures and routine vision care) must be scheduled outside of regular working hours. Employees may discuss these appointments with their manager. However, managers are not required to accommodate these appointments within work hours, and the employee will always be required to make up any missed work time. ~~or, if such appointments must occur during regular working hours, the employee shall make arrangements with her manager to make up the time in a mutually agreeable fashion.~~

Agreed and signed this 1<sup>st</sup> day of March, 2018.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



March 1, 2018

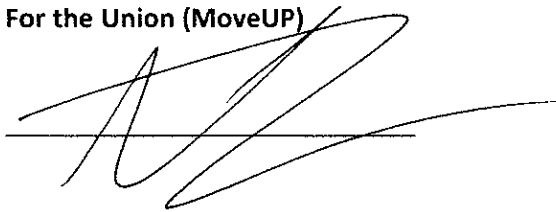
**U18 - Article 18.13: Domestic Violence Leave**

**18.13 Domestic Violence Leave**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. **An Employee who is experiencing domestic violence will be granted Domestic Violence Leave for attendance to medical appointments, legal proceedings and any other necessary activities. In circumstances where the Employee is able to anticipate the need for such leave, the Employee will provide as much advance notice to the Employer as reasonably possible. An employee on Domestic Violence Leave may utilize up to 10 days of their entitlement to paid sick leave, which may be taken as consecutive or single days or as a fraction of a day, with prior approval from the Employee's manager. Additional unpaid Domestic Violence Leave will not be unreasonably denied.**

Agreed and signed this 1<sup>st</sup> day of March, 2018.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



March 1, 2018

**M10 - Article 26: Job Sharing**

**JOB SHARING**

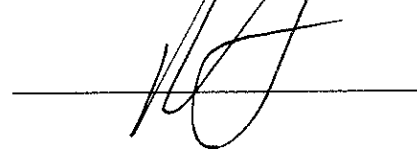
**DELETE ARTICLE**

Agreed and signed this 1<sup>st</sup> day of March, 2018.

**For the Union (MoveUP)**



**For the Employer (Canadian Northern Shield)**



March 1, 2018

**M13 - LETTER OF UNDERSTANDING NO. 3**

**LETTER OF UNDERSTANDING NO. 3**

**RE: REMOTE WORK**

Remote Work is defined as “recurring work that is done from the employee’s home”. The Company and the Union agree to a Remote Work process.

- 1 With the exception of Remote Work performed by Road Adjusters ~~and Appraisers~~, Remote Work is voluntary and may be terminated with a minimum of two (2) weeks’ notice by the Company or employee. Remote Work will only be allowed by mutual agreement of the employee and the Company.
- 2 While performing Remote Work, employees retain all rights and benefits of the Collective Agreement, including Worksafe BC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in Remote Work.
- 3 ~~The Company will provide the Union and Labour Relations Forum with all names of bargaining unit members who are working remotely.~~
- 3 Employee selection for Remote Work shall be on a fair and equitable basis, subject to the arrangement being operationally practical and feasible.
- 4 The employee will provide dedicated work space in her home for the purpose of working remotely including a workstation which is fit for purpose. The employee will be expected to have internet connection in their home suitable to perform the tasks identified for Remote Work, the cost of which will be borne by the employee. All IT support for Remote Work will be provided remotely via phone and/or online support mechanisms. ~~An Information Services staff member may need to attend the remote worksite for set up, maintenance and trouble shooting. The Employee will be provided with a minimum of four (4) hours’ notice of an on-site visit that occurs under this paragraph.~~
- 5 The Company will provide employees working from home with the a laptop computer and telecommunications equipment (which may be built into the computer), workstation and supplies necessary to perform the tasks identified for Remote Work. The supplies and equipment required to perform Remote Work will be determined by the Company. Reasonable supplies (e.g. stationary) can be ordered via the Company’s normal process with approval from the employee’s manager. Employees will be expected to properly handle and house company property. Employees will also be expected to ensure that all long distance costs associated with the Company-provided business line (if applicable) are for Company business purposes only.

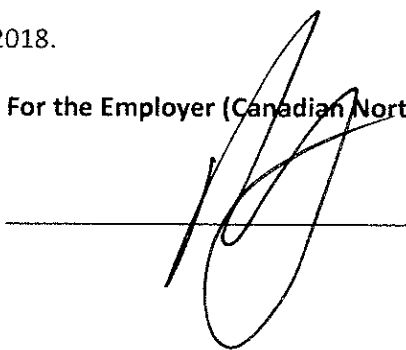
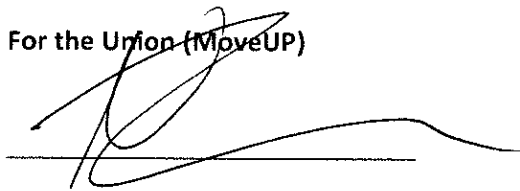
- 6 The Company recognizes that current employees holding the position of Road Adjuster at CNS have their monthly internet and some landline charges paid for by the Company, and have been provided with workstations and other supplies paid for by the Company. Therefore, employees holding the role of Road Adjuster prior to January 1, 2018, will retain their Company paid workstations, and their monthly internet costs will continue to be paid by the Company, provided they remain in this position. Where applicable, these employees may be required to transition away from landline usage, to alternate telecommunications methods such as company cellular phones or telecommunications software on their laptops.
- 7 After January 1, 2018, any employees who are hired into, or transition into, a role which is required by the Company to work remotely full-time (e.g. Road Adjusters), will be expected to have internet connection and a workstation in their home suitable to perform the tasks identified for Remote Work. The cost of the workstation and internet services will be borne by the employee. In these cases, the Company will provide a one-time allowance of \$250.00 to the employee to support setup of her home workspace. This allowance will be time limited (no less than one month), allowing the employee reasonable time to order supplies according to the Company's usual process.
- 8 The Parties recognize that the Employees' home office is a worksite that is covered by provincial health and safety regulations. The Employer and the Employee have the responsibility to ensure the home office is a safe, secure and ergonomically correct work environment. As part of this responsibility, the employee must ensure that their remote workstation is comfortable, safe, and appropriate for sustained work. From time to time at least one (1) bargaining unit member from the occupational Health and Safety Committee, and/or a manager or other appropriate Company representative, will ~~may~~ participate in a visit to the home-based office to ensure it meets all safety, health, security and other required operating standards. The Employer will provide the Employee a minimum of one (1) day's notice of an on-site visit that occurs under this paragraph. If the employee, or the Company, deem a worksite to be unsafe, or inappropriate for sustained work, the Remote Work arrangement may be discontinued by the Company.
- 9 Liability for the cost of maintenance or replacement of company property will be the Company's. Further, the employee will not be required to incur additional insurance costs as a result of Remote Work. Any concerns should be discussed between the employee and her manager. It is understood that unexpected insurance costs or other complications of setup may result in a Remote Work arrangement being discontinued by the Company.
- 10 The Manager and employee will mutually set the hours of work subject to operational requirements. However, such hours will not exceed an employee's normal weekly hours. All hours will be paid at the employee's normal straight-time earnings, except where overtime is approved by the employee's manager.
- 11 The home office will be the employee's established worksite but will be considered part of the Employee's established headquarters as defined in Article 19.01.
- 12 Employees who work remotely will manage dependent care and personal responsibilities separately from work, in a way that allows them to successfully meet job responsibilities.

- 13** Employees who work remotely will be required to adhere to the Company Code of Ethics and to data security provisions as outlined by the Company.
- 14** Employees with Remote Work capability may be required to work remotely when operationally required, or in the event of an office closure, or in the event that the office is, or is expected to be, inaccessible (e.g. due to inclement weather). Where possible, the Company will provide advanced notice of a requirement for Remote Work. Employees with Remote Work capability will also be required to test their VPN connection regularly, and must adhere to RSA's Take-Home Laptop policy.
- 15** Any disputes in the application of this Letter of Understanding will first go to the Labour Relations forum for resolution. In the event an agreement is not reached, the matter will be subject to the grievance and arbitration procedure.

Agreed and signed this 1<sup>st</sup> day of MARCH, 2018.

For the Union (MoveUP)

For the Employer (Canadian Northern Shield)





**U14/M5 - Article 16: Paid Sick Leave**

**16.01 Purpose**

All eligible employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.

**16.02 Full-Time Regular Employees**

- a) Except as limited in (b) following, each full-time regular employee has paid sick leave entitlement of 543 ¾ hours **(75 days)**. A portion of this entitlement is at full pay as determined by Article 16.05 and the balance is at 75% pay. All absences due to illness or injury, beginning with the first day of absence, are charged against the employee's entitlement. When the employee has returned to work for thirty (30) calendar days since the last day of absence due to illness or injury, the employee's paid sick leave entitlement of 543 ¾ hours **(75 days)** is renewed and a portion of this may be at full pay as determined by any full pay entitlement that remains to the employee's credit
  
- b) Each full-time regular employee who is completing her probationary period as described in Article 6.01 (a) has a sick leave entitlement of up to seventy-two and one-half (72 ½) hours **(10 days)** at full pay, these being the same seventy-two and one-half (72 ½) hours **(10 days)** set out in 16.05 (i). All absences due to illness or injury, beginning with the first day of absence, are charged against this seventy-two and one-half (72 ½) hours **(10 days)** entitlement. There is no further sick leave entitlement beyond this seventy-two and one-half (72 ½) hours **(10 days)** during the probationary period.

**16.03 Full-Time Temporary Employees**

A full-time temporary employee is not entitled to paid sick leave until she has completed her probationary period as described in Article 6.01 (a). After completing her probationary period she is entitled to up to seventy-two and one-half (72 ½) hours **(10 days)** of paid sick leave at full pay. All absences due to illness or injury after completion of her probationary period, beginning with the first day of absence, are charged against this seventy-two and one-half (72 ½) hours **(10 days)** entitlement. There is no further paid sick leave entitlement beyond this seventy-two and one-half (72 ½) hours **(10 days)** during the period of employment.

In the event that a full-time temporary employee secures a regular position in the Company without an effective break in service, the employee's paid sick leave entitlement on assuming that regular position will be as though she had been hired as a regular employee effective the last date of hire as a temporary employee, less any paid sick leave taken while a temporary employee. That same date (i.e., the last date of hire as a temporary employee) will be the employee's anniversary date for the purposes of improved entitlements as established in 16.05.

**16.04 Part-Time Regular Employees**

A part-time regular employee is entitled to the same sick leave entitlement as a full-time regular employee except that such employee’s entitlement is prorated on the basis of her scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time regular employee. Coverage applies to scheduled workdays only.

**16.05 Entitlement Per Years of Service**

Regular employees are entitled to the following full pay sick leave entitlements during each calendar year (prorated for part-time regular employees per 16.04).

<u>Length of Service</u>	<u>Full Pay Entitlement</u>
<u>Full Time Employees</u>	
i) Less than one (1) year	Up to seventy two and one-half (72 ½) hours per calendar year
ii) One (1) year or more, but less than three (3) years	up to one hundred and forty five (145) hours per calendar year
iii) Three (3) years or more	Up to two hundred and seventeen and one-half (217 ½) hours per calendar year

<u>Years of Service</u>	<u>Time at 100%</u>	<u>Time at 75%</u>
<u>&lt; 1 year</u>	<u>72.5 hours / 10 days</u>	<u>471.25 hours / 65 days</u>
<u>&gt;1 year, &lt;3 years</u>	<u>145 hours / 20 days</u>	<u>398.75 hours / 55 days</u>
<u>&gt;3 years</u>	<u>217.5 hours / 30 days</u>	<u>326.25 hours / 45 days</u>

(Calendar year is January 1 to December 31, inclusive)

A regular employee’s full pay entitlement is renewed on January 1<sup>st</sup> of each calendar year with such entitlement being determined by the employee’s length of service on that date, except that in the case of an employee who is absent on 75% pay due to illness or injury on the last working day of the previous calendar year, renewal is deferred until the first day in the new



calendar year on which the employee returns to work, and except that the renewed entitlement for a regular employee who is on probation in accordance with Article 6.01 (a) will not be effective until the employee's probationary period is complete and the employee's full pay sick leave entitlement for the new calendar year will be reduced by the amount of full pay sick leave she has already taken in that year.

Unused full pay entitlements may not be carried over from one calendar year to the next.

Improvements in an employee's full pay entitlement which are due to the employee achieving a corresponding length of service are effective on the appropriate anniversary date of service providing that the employee is not absent on sick leave on that date. If the employee is absent on sick leave, the increased entitlement is effective on the date of her return to work.

#### **16.06 Maximum Sick Leave Entitlement**

Regardless of the date on which full pay entitlements are renewed and/or enhanced, they cannot extend the period of paid absence beyond 543  $\frac{3}{4}$  hours (**75 days**) (prorated for part-time-regular employees) and they are not effective in the case of an employee who has exhausted her full sick leave entitlement until that entitlement has been renewed as a result of a return to work for thirty (30) calendar days uninterrupted due to illness or injury.

#### **16.07 Full Pay Entitlement Definitions**

"Full pay" means normal pay and includes during the first ~~one hundred forty five hours (145)~~ **145 hours (20 days)** of the period of absence, any salary increase or premiums or allowances the employee was scheduled to receive, but does not include payment for any overtime hours scheduled but not worked.

#### **16.08 Termination Limited During Sick Leave**

Employees who have completed their probationary period as described in Article 6.01 (a) will not be terminated during absence due to injury or illness without the specific agreement of the Union except that this will not apply if the notice of termination precedes the date on which absence due to illness or injury commenced and when a temporary employee who is absent due to illness or injury reaches the end of her term of employment. Employees who terminate while absent due to illness or injury will not be entitled to paid sick leave beyond the effective date of termination.

#### **16.09 No Reduction of Other Disability Benefits**

Except as described in Article 16.14, benefits payable under this Plan will be paid regardless of disability benefits payable by the "Employment Insurance" or by any supplementary private coverage.

#### **16.10 Worksafe BC Benefits Augmented**

Where disability benefits are payable under the Worksafe BC Act, the employee shall have her Worksafe BC. benefit augmented by the Company so as to provide 85% of the employee's normal pay. Such pay will be subject to normal company and statutory deductions.

This benefit will be payable in accordance with the following schedule:

<u>Employee Status</u>	<u>Period of Entitlement</u>
1) full time regular employee	543 ¾ hours
2) part time regular employee	same entitlement as a full time regular employee except that such employee's entitlement is prorated on the basis of her scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full time employee
3) full time temporary employee	72 ½ hours
4) part time temporary employee	no entitlement
5) probationary employee as described in 6.01 (a)	72 ½ hours

<u>Employee Status</u>	<u>Period of Entitlement</u>
<u>Full Time Regular Employee</u>	<u>543 ¾ hours / 75 days</u>
<u>Part Time Regular Employee</u>	<u>Same entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of her scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time employee.</u>
<u>Full Time Temporary Employee</u>	<u>72 ½ hours / 10 days</u>
<u>Part Time Temporary Employee</u>	<u>No Entitlement.</u>
<u>Probationary Employee (as per 6.01(a))</u>	<u>72 ½ hours / 10 days</u>

Payments under Article 16.10 shall not affect the employee's paid sick leave entitlement.

### **16.11 Benefit Restrictions**

The following do not qualify for benefits under the Plan:

- a) The first day of absence for each separate occurrence of disability **(including the first day of each separate occurrence of absence pursuant to Article 18.11)** in excess of four (4) occurrences per calendar year. Recurring absences for regularly scheduled treatment by a qualified medical practitioner of an ongoing or prolonged illness or injury will be considered as one (1) occurrence.
- b) Pregnancy or parental leave.
- c) Disabilities occurring during leaves of absence without pay. Entitlement resumes when the designated period of such leave expires and the employee returns to work.
- d) Any absence when the employee has been suspended for just cause.
- e) Any absence where an employee is locked out or on a strike authorized by the Union.

### **16.12 Medical or Dental Appointments**

Full-time regular employees and full-time temporary employees who have completed their probationary period, will be granted reasonable leave without loss of pay to attend medical and dental appointments which they are unable to schedule outside of working hours. Every reasonable effort should be made to schedule medical and dental appointments outside regular working hours.

If medical/dental appointments must be scheduled during work hours, employees must provide as much notice as possible with respect to the scheduling of such appointments during work hours. In such cases, employees shall make every effort to schedule such appointments near the start of the working day, near the end of the working day, or during lunch time to help minimize the impact in the workplace.

Notwithstanding the foregoing, time off to attend paramedical appointments (such as chiropractic, naturopathic, physiotherapy and massage therapy services) must be scheduled outside of regular working hours or, if such appointments must occur during regular working hours, the employee shall make arrangements with her manager to make-up the time in a mutually agreeable fashion.

### **16.13 Medical Information**

- a) In cases of infrequent but lengthy absences (i.e. in excess of four (4) consecutive days) due to serious illness or injury, the Company may require the employee to submit a medical certificate from the employee's own doctor to substantiate the nature, extent and duration of the illness or injury. In such instances, the cost of the medical certificate will be borne by the Company. The Company may also require a second medical opinion, the costs of which shall be borne by the Company.

- b) In cases where it can be demonstrated that an employee is absent due to illness or injury substantially in excess of other employees in the bargaining unit, the Company may require the employee to offer a satisfactory explanation for her absence, including a medical certificate from the employee's own doctor. The Company may also require a second qualified medical opinion, the costs of which shall be borne by the Company.
- c) The Company may require a medical certificate(s) confirming the employee's fitness to return to work after a serious injury or prolonged illness. The cost of such medical certificate(s), if any, will be borne by the Company. The Company may also require a second qualified medical opinion, the costs of which shall be borne by the Company.
- d) The Company and the Union have agreed to co-operate in preventing improper utilization of the sick leave program and where the Company has reasonable grounds to believe that an employee is improperly utilizing the program, the employee will be required to substantiate her absence with medical certificate(s) signed by her own doctor. The employee may also be required to undergo a medical examination by a doctor selected by the Company, the costs of which shall be borne by the Company.
- e) If any employee is required to undergo an independent medical examination (IME) by a doctor selected by the Company, a copy of the Company's notice to the employee of such requirement shall be delivered simultaneously to the Union and such notice shall identify the applicable subsection(s) of this Article.
- f) An employee who is required to submit a medical certificate will be given adequate notice to secure it.

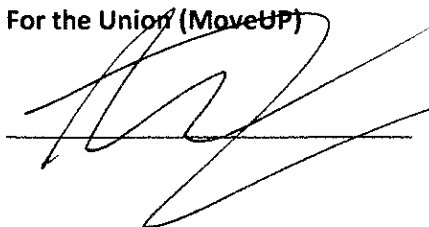
**16.14 Sick Leave Recovery**

An employee may use sick leave entitlements for time lost through accidental injuries (other than WCB claims, as provided for in Article 16.10). Should an employee, who is in receipt of paid sick leave benefits as a result of such injuries, commence an action for damages against a third party as a result of accidental injuries and should that action result in a successful claim for lost wages, the employee will reimburse the Company the full amount of the sick leave benefit paid by the Company or the full amount of the successful claim against the third party for lost wages, whichever is less. The company will credit the employee with the equivalent number of sick days, upon receipt of the funds.

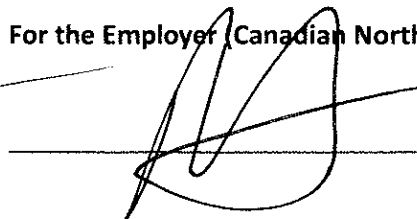
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Agreed and signed this 6 day of March, 2018.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



**Employer's Monetary Package – March 9, 2018  
E&OE**

**M1/U2 - Article 0.01: Term**

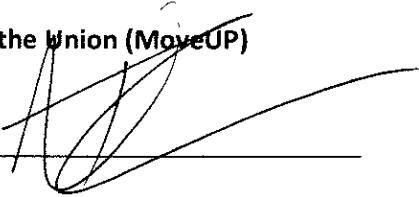
**0.01 Date of Effect**

The following provisions shall take effect and be binding upon the Company and the Union for a period commencing the first (1st) day of October, 2017, and ending the thirtieth (30th) day of September, 2021, SAVE and EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

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Agreed and signed this 9<sup>th</sup> day of March, 2018.

For the Union (MoveUP)



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For the Employer (Canadian Northern Shield)



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**M2/U3 - Article 0.02: Retro-Activity**

**0.02 Retro-Activity**

Except as otherwise indicated, the following provisions of this agreement shall come into force and effect on and shall be fully retroactive to and including the date of ratification of this Collective Agreement, \_\_\_\_\_, **2018**.

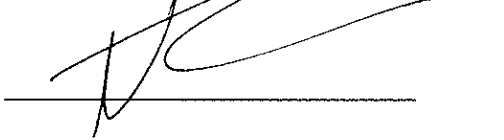
Retroactive adjustments for the period between the expiration of the previous agreement and the date of the signing of this agreement shall apply to:

- a. Employees who are in the employ of the Employer on the date of this agreement; and
- b. Employees whose employment with the Employer terminated during the above-mentioned period.

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Agreed and signed this 9<sup>th</sup> day of March, 2018.

**For the Union (MoveUP)**



**For the Employer (Canadian Northern Shield)**



**U8 - Article 8.05: Severance Pay**

**8.05 Severance Pay**

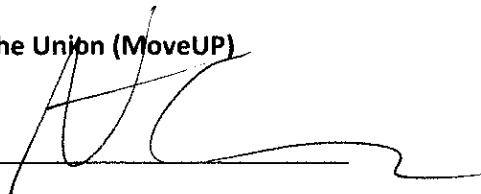
- a) Any regular employee who has received written notice of layoff in accordance with the foregoing and declines placement into a vacant position or does not or is unable to elect bumping rights under Article 8.03 will be laid off with severance pay as follows:

<u>Completed Years of Service</u>	<u>Weeks' Severance Pay (Regular Wages)</u>
<2 years	7 weeks
3 years	8 weeks
4 years	9 weeks
5 years	10 weeks
6 years or more	12 weeks, plus 2 weeks for each additional full year of service in excess of 6 years.

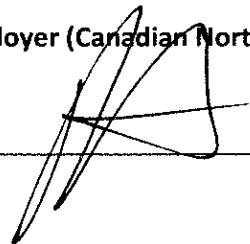
- ~~i) six (6) weeks pay for employees with up to two (2) full years service;~~
- ~~ii) one (1) weeks pay for each full year of service in excess of two (2) years, up to five (5) years; and~~
- ~~ii) two (2) weeks pay for each full year of service in excess of five (5) years.~~

Agreed and signed this 9<sup>th</sup> day of March, 2018.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



**U10 - Article 12.01: Variable Hours**

**12.01 Variable Hours**

The hours of work for all employees will be as follows:

...

- d) Start/Finish Times – It is understood and agreed that the Employer reserves the right to set the schedule and available shifts (including start and end times) for Employees to select from. Employees may select to start not earlier than ~~7:30~~ **7:00** a.m. and not later than 9:00 a.m. and finish not earlier than ~~3:45~~ **3:30** p.m. and not later than 5:00 p.m. Selections will be subject to adequate coverage being provided in all areas during business hours and to other operating requirements.

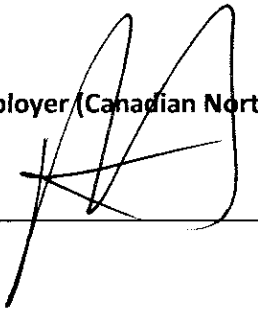
Agreed and signed this 9<sup>th</sup> day of March, 2018.

**For the Union (MoveUP)**



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**For the Employer (Canadian Northern Shield)**



A handwritten signature in black ink, featuring a large, stylized 'A' with a vertical stroke extending downwards, positioned above a solid horizontal line.



**U12 - Article 14.03: Vacation Entitlement**

**14.03 Vacation Entitlement**

Vacation entitlements for all regular employees shall be as follows:

- ~~a) In the vacations years in which the employee's first to eighth anniversary of service occurs 15 days in each vacation year for employees who work a five day work week.~~
- a) In the vacation year in which the employee's ninth anniversary of service occurs, and in each vacation year thereafter 20 days in each vacation year for employees who work a five day work week.
- b) In the vacation year in which the employee's fourteenth (14) anniversary of service occurs twenty one (21) days plus one (1) vacation day for each full year worked following fourteen (14) years to a total of twenty five (25) working days for employees who work a five day work week.
- c) In the vacation year in which the employee's 22<sup>nd</sup> anniversary of service occurs twenty six (26) days plus one (1) vacation day for each two (2) full years of service following twenty two years, to a maximum of thirty (30) working days for employees who work a five day work week.

<u>Years of Service</u>	<u>Vacation Days</u>
1 <sup>st</sup> to 8 <sup>th</sup>	15
9 <sup>th</sup> to 13 <sup>th</sup>	20
14 <sup>th</sup>	21
15 <sup>th</sup>	22
16 <sup>th</sup>	23
17 <sup>th</sup>	24
18 <sup>th</sup> to 21 <sup>st</sup>	25
22 <sup>nd</sup> to 23 <sup>rd</sup>	26
24 <sup>th</sup> to 25 <sup>th</sup>	27
26 <sup>th</sup> to 27 <sup>th</sup>	28
28 <sup>th</sup> to 29 <sup>th</sup>	29
30 <sup>th</sup> onwards	30

Agreed and signed this 9<sup>th</sup> day of March, 2018.

**For the Union (MoveUP)**



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**For the Employer (Canadian Northern Shield)**



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**U16 – Benefits**

**17.01 Welfare Benefit Program**

The Company shall provide a welfare benefit program consistent with the benefits and options currently provided to all RSA employees and which shall include coverage for BC MSP insurance, extended health & dental insurance, AD&D insurance (including employee paid optional coverage) and access to an employee assistance program (the "RSA Welfare Benefit Program").

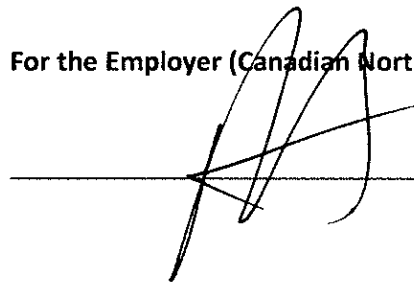
~~The parties shall cooperate in the transition to the RSA Welfare Benefit Program, with an effective date to be set after ratification of the Collective Agreement. Until such time as the RSA Welfare Benefit Program is implemented, the current health and welfare benefits shall remain in effect.~~

Agreed and signed this 9<sup>th</sup> day of March, 2018.

**For the Union (MoveUP)**



**For the Employer (Canadian Northern Shield)**



**U9/U20 – Wages and Wage Grid**

**11.20 General Salary Increases**

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

Increase the 01 October 2016 salary scales in Appendix "B" as follows:


- a) 01 October **2017**      **1.0%**
- b) 01 October **2018**      **0.5%**
- c) 01 October **2019**      **1.5%**
- d) 01 October 2020      1.5%**

**(Amend Appendix "B" accordingly.)**

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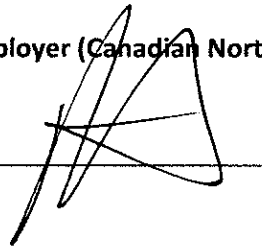
Agreed and signed this 9<sup>th</sup> day of March, 2018.

**For the Union (MoveUP)**



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**For the Employer (Canadian Northern Shield)**



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**M-14 – Deferred Signing Bonus**

Within six (6) weeks of the date of ratification, the Company shall provide to each employee, who is actively employed in the bargaining unit on the date of ratification, a one-time lump-sum Signing Bonus payment in the gross amount of \$500.00, less the usual statutory deductions.

In addition, a Deferred Signing Bonus will be paid to employees who were actively employed in the bargaining unit on the date of ratification and who are actively employed on the date of payout, as follows:

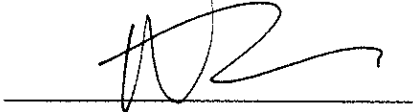
- January 2019 - \$500.00
- January 2020 - \$500.00
- January 2021 - \$500.00

The Deferred Signing Bonus amounts are subject the usual statutory deductions. Employees who are on an approved leave of absence will be considered to be “actively” employed for the purposes of eligibility for the Signing Bonus and Deferred Signing Bonuses.

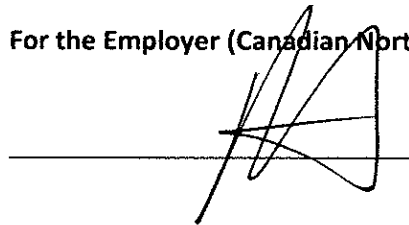
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Agreed and signed this 9<sup>th</sup> day of March, 2018.

**For the Union (MoveUP)**



**For the Employer (Canadian Northern Shield)**



**U11 – Article 12.02 – TO Days – WITHDRAWN**

**U13 - Article 15.01: Paid Holidays -- WITHDRAWN**

**U15 - Article 17.01 : MSP – WITHDRAWN**

**U17 -- Article 18.05 – Leave – WITHDRAWN**

**M11 – Article 26 - WITHDRAWN**