

MEMORANDUM OF AGREEMENT

BETWEEN:

Working Ventures Insurance Solutions
(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:

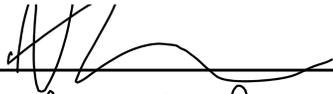
1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from June 1, 2017 to May 31, 2020, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from June 1, 2020 to May 31, 2023.
5. Signing Bonus

All employees as of June 1, 2020 who are active employees in good standing with the Union shall receive a signing bonus of \$300.00 upon ratification of this agreement. Employees who have resigned or been terminated are not entitled to the signing bonus.

6. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.
7. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
8. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
9. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
10. 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.
11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

Signed at Kelowna , B.C. this 2 day of September , 2020.

For the Union



Michelle Hobal

For the Employer



APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	1.04	<i>New</i>	

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.

E&OE
Signed off this 31 day of August 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	2.06	<i>New</i>	

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.

E&OE
Signed off this 31 day of August 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	6.04	<i>Amend</i>	

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 ~~seventeen dollars (\$17.00)~~ twenty-five dollars (\$25.00) will be paid by the Employer

E&OE
Signed off this 31 day of August 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 9/1/2020	Time:
UP#6 ECP V2	8.01	<i>Amend</i>	

8.01 Vacation Entitlement

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

a) ~~After the first six (6) months with the Employer 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) 1 Year~~

~~After one (1) year of service with the Employer, an employee shall be entitled to three (3) weeks vacation entitlement. Payment for vacation shall be at the employee's 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.~~

~~c) 5 Years~~

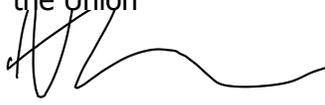
~~After five (5) years of service with the Employer, an employee shall be entitled to four (4) weeks vacation entitlement. Payment for vacation shall be at the employee's regular classification salary rate at the time vacation is taken or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.~~

~~d) 8 Years~~

~~After eight (8) years of service with the Employer, an employee shall be entitled to five (5) weeks vacation entitlement. Payment for vacation shall be at the employee's regular classification salary rate at the time vacation is taken or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.~~

E&OE
Signed off this 2 day of September 2020

For the Union



For the Employer



e) ~~10 Years~~

~~After ten (10) years of service with the Employer an employee shall be entitled to six (6) weeks vacation entitlement. Payment for vacation shall be at the employee's regular classification salary rate at the time vacation is taken or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.~~

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.

E&OE
Signed off this 2 day of September 2020

For the Union



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(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 9/1/2020	Time:
UP#7 ECP V2	9.02	<i>Amend</i>	

9.03 Funeral Leave

Upon application to the Office Manager, up to a maximum of ~~one-half (1/2)~~ one (1) days' leave of absence without deduction of pay will be granted to an Employee to attend a funeral as pallbearer or mourner.

E&OE
Signed off this 2 day of September 2020

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	9.07	<i>New</i>	

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.

E&OE
Signed off this 31 day of August 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 9/2/2020	Time:
UP#9 ECP v2	9.08	<i>New</i>	

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 four (4) weeks without loss of seniority. Accumulated sick leave may be used during this leave of absence.

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E&OE
Signed off this 2 day of September 20 20

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	9.10	<i>New</i>	

9.10 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.

E&OE
Signed off this 31 day of August 2020

For the Union

For the Employer

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 of 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.

E&OE
Signed off this 31 day of August 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 9/2/2020	Time:
UP#12 ECP v2	10.01	<i>Amend</i>	

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. ~~There is no accumulation of unused sick days from year to 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.

E&OE
Signed off this 2 day of September 2020

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(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		9/2/2020	
UP#14 ECP V2	10.09	<i>Amend</i>	

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 ~~contribute, on a monthly basis 4% of each employee's salary to the employee's group RRSP. The employee will also contribute 4% of monthly salary to the RRSP account. Contributions will commence when an employee has completed six~~ three months of employment. 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.

E&OE
Signed off this 2 day of September 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		9/2/2020	
UP#15 ECP V2	10.10	<i>New</i>	

10.10 Health Spending Account

The Employer will provide a Health Spending Account of \$300.00 each year effective Jan 1, 2021. 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.

E&OE
Signed off this 2 day of September 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 9/2/2020	Time:
UP#16 ECP v2	11.07	<i>To be discussed</i>	

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 2020 2.25%
- (b) 01 June 2021 2.0%
- (c) 01 June 2022 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.

UPDATE APPENDIX 'A' ACCORDINGLY

E&OE
Signed off this 2 day of September 2020

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#18 V2	14.11	<i>Amend</i>	

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	\$15.00 <u>\$20.00</u>
Lunch	\$20.00 <u>\$25.00</u>
Dinner	\$25.00 <u>\$30.00</u>

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

In the event that an employee is required to use their own vehicle in the course of their employment they will be reimbursed ~~52 cents~~ as per the Canada Revenue Agency's "Reasonable Per-kilometre 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.

E&OE
Signed off this 31 day of August 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 9/2/2020	Time:
UP#21 ECP v2	Appendix A	<i>Amend</i>	

Append the following LOU to the Collective Agreement

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 2 DAY OF September, 2020

For MoveUP COPE Local 378

For the Employer

E&OE

Signed off this 2 day of September 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**WVIS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#23	23.01	<i>New</i>	

23.01 Continuation and Duration

This Agreement shall be in full force and effect on and after the 1st day of June 2020, to and including the 31st day of May 2023, and shall continue in full force and effect until the parties sign a new Collective Agreement.

[...]

E&OE
Signed off this 2 day of September 2020

For the Union

For the Employer