

MEMORANDUM OF AGREEMENT

BETWEEN:

Unifor Local 114

(hereinafter referred to as the "Local")

PARTY OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from September 1, 2019 through August 31, 2022 the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from September 1, 2022 through August 31, 2025 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from September 1, 2022 unless specifically stated otherwise.

- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
- 7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
- 8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

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Signed at Burnaby, B.C. this

Cynthia Anderson

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: June 14	Time: 10:45am
UP # ‡ ∨/2	Article 7.03.a	Revised Article 7.03.a [per Employer comments]	

7.03 Variable Hours of Work

- a) Employees will maintain normal office hours at the Unifor Local 114 New Westminster location (Victoria Office for the Island Representative) from 8:30pm to 4:30pm, Mondays through Fridays, except for any Union business that will take them to job sites, offices, meetings, and/or any other work-related events.
- a) Office hours at the Unifor Local 114 New Westminster location (Victoria location for the Island Representative) shall be from 8:30 am to 4:30 pm, Monday through Friday, and employees will be required to be in the office on an as needed basis or as directed by the Local President or designate.
- b) Staff covered by this Collective Agreement are responsible for determining their work schedules in carrying out their associated responsibilities. In this sense, they are self-directed. Minimum hours of work for full time employees shall be 40 hours per week.
- c) Employees may, on occasion, have to be available outside of the normal hours of work. In lieu of claiming overtime from Monday to Friday, employees shall receive the day off, without loss of pay on the day prior to a statutory holiday, wherever possible, excluding Christmas, Boxing Day, New Year's Day, Easter Monday and Birthday.

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 2	Article 9.04	Amend Article 9.04	

9.04 Filling Posted Job Vacancies

- (a) The following criteria will apply to fill the position of the Unifor Local 114 Union Representative:
 - i) Prior to the posting going out to the general membership, the vacancy will be posted internally to the current union representatives on staff and the position shall be filled on the basis of seniority. If no existing current union representatives apply, A a Job Posting will be placed in all the Unifor Local 114 shops for ten days (10) for the position of Local Union Representative. The Job Posting will outline the required qualifications and job responsibilities and will detail Wages and benefits.
 - ii) Applications will be accepted from all Members in Good Standing in Unifor Local 114.
 - iii) The Executive, following the ten (10) day job posting, will consider all the applications for the position and decide which person should be given the job.
 - iv) In the appointment of the Unifor Local 114 Representative, first preference shall be given to applicants who are members in good standing of the Unifor Local 114, second preference to a member in good standing of Unifor, third preference to a member in good standing of a Union affiliated to the Canadian Labour Congress/BC Federation of Labour.

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- v) In the event of illness or unforeseen circumstances of the Unifor Local 114 Representative, the Executive of Unifor Local 114 will have the right to make temporary arrangements, in accordance with this agreement.
- (b) Employer Is Responsible For Job Selection

The selection of employees under this Article rests with the Employer.

(c) Interviews

The Employer shall conduct interviews with selected applicants for any posted job vacancy. There shall be one (1) union representative on staff, plus an alternate as selected by the union representatives, who will participate in the selection process of a new union representative employee.

The scheduled interview will commence if the union representative or alternate is not able to attend the meeting.

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(Canadian Office and Professional Employees Union, Local 378)

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Number Affected Article/MOU		Date:	Time:
	•	June 14, 2022	6:25pm
UP #3v.4	15.02	Amend: Pregnancy, Parental and Adoption Leave	

15.02 Pregnancy, Parental and Adoption Leave

- a) For the purpose of this Article, "spouse" includes common-law and same sex partners.
- b) Pregnancy, Parental, and Adoption Leave will be granted in accordance with the Employment Standards Act of BC and EI Regulations as indicated below for reference.
- c) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Local in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled. had the leave not been taken. Seniority shall accrue during pregnancy, parental and adoption leave.
- d) In this article, for pregnancy leave, parental leave, and adoption leave, an employee's seniority, salary increments, vacation entitlement and vacation bank shall continue to accrue, and the leaves shall be considered as employment with the Local for purposes of seniority, salary increments, vacation entitlement, and sick leave entitlement. The Local will continue to pay the Local's portion of the benefit premiums while employees are on leave.

e) Pregnancy Leave—General

- i. <u>In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to pregnancy leave.</u>
- ii. A pregnant employee shall notify the Local in writing of the expected birth date. Such notice will be given at least four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- iii. The commencement of pregnancy leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- iv. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before the pregnancy leave of absence per Article 22.06 provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits.

v. Return Provisions

- a. Where the Local agrees, the employee may return to work prior to the expiration of the leave.
- b. An employee on pregnancy leave who intends to return to work shall notify the Local at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of the employee's intent to return to work, whichever is the earlier date.
- c. <u>Employees requesting both pregnancy and parental leave (per Article 15.02(h) must apply for them both at the same time.</u>

f) Adoption Leave

An employee, upon production of appropriate documentation, is entitled to adoption leave without pay for a period not to exceed sixty-two (62) continuous weeks following the adoption of a child. The leave may be commenced at any time within seventy-eight (78) weeks following the adoption of a child.

g) <u>Parental Leave</u>

- i. for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave (78 consecutive weeks inclusive of pregnancy and parental leave) beginning immediately after the end of the pregnancy leave taken unless the Local and employee agree otherwise;
- ii. <u>it is understood that the parent who takes pregnancy leave is not obligated to take the full sixty-one (61) weeks of unpaid leave and may elect for a shorter leave;</u>
- iii. for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the birth;
- iv. <u>it is understood that the parent who does not take pregnancy leave is not obligated to take the full sixty-two (62) weeks of unpaid parental leave and may elect for a shorter leave;</u>
- v. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

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- vi. For a parent who takes pregnancy leave, this leave must be taken immediately following the end of the pregnancy leave. In no case will the combined pregnancy and parental leave exceed seventy-eight (78) weeks unless authorized by a medical practitioner.
- vii. for a parent, other than an adopting parent, this leave must be taken within the seventy-eight (78) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Local proof of the child's birth.

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
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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 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.

- (a) In each calendar year, the Employer shall grant each employee paid leave if needed, to address the personal effects of violence and abuse, without loss of seniority, for up to five (5) paid days and five (5) unpaid days.
- (b) 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.
- (c) The Employer will direct affected employees to appropriate counseling and support services per local benefit plans.
- (d) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations as required.
- (e) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time: 10:45am
UP #5v.3	NEW 15.16	NEW [Revised per Employer's comments]	

First Responder Leave

Employees who are volunteer emergency and rescue workers will receive five (5) days **unpaid** leave per calendar year to provide emergency services when dispatched.

Additional days may be granted upon request.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP #6	Article 19.01	Amend Article 19.01	

- 19.01 a) Wherever possible, the <u>The</u> Employer shall provide the Union with as much reasonable notice, but no less than sixty (60) days written notice of intention to introduce changes related to short fall in membership numbers.
 - b) The Employer agrees to disclose full details of the planned changes, which may cause any change to an employee's conditions of employment.
 - c) The Employer and the Union shall enter into meaningful consultation regarding such changes prior to implementation.
 - d) Any such changes shall be by mutual agreement and the Parties will sign off on any agreed to changes. Should the Parties fail to reach an agreement, Article 13 [Arbitration—Alternate Dispute Resolution (ADR)] of this agreement shall apply.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:	
UP #7	Article 21.01	Amend Article 21.01 Statutory Holidays		***************************************

21.01

Employees shall be given the following holidays without deduction of pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
BC Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Birthday

and any others which may be proclaimed as paid legal holidays by the Federal or Provincial Governments.

21.02

In the event that a statutory holiday occurs on a Saturday or Sunday, the following consecutive working day(s) shall be considered the holiday(s).

21.03

Due to the nature of the work required of the employees, it may happen from time to time that it is impossible for the employees to enjoy statutory holidays. However, this time off may be granted at the convenience of employees, with proper advance arrangements between the Local President or their his / her designate and the employees.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP#X	Article 22.09 Article 22.12	Amend Article 22.09 Extended Health Amend Article 22.12 Retiree Benefits	

22.09 Extended Health Benefits (EHB)

This benefit is designed to ensure against the service expenses resulting from illness or injury, which may not be insured under the Basic Provincial Medical or Hospital Plan (Drugs, Nursing Care, Hospital Expenses and Supplies) reimbursed at one hundred percent (100%) after twenty five dollars (\$25.00) deductible per calendar year. Lifetime maximum is one hundred thousand dollars (\$100,000.00) per person (as per attached U.B.T. for Union Representatives document).

Clinical Psychologist to include Registered Counselor <u>and shall be covered up to</u> \$1500 per year. All other Paramedical services to be increased to \$750 per year per practitioner.

Vision care shall be covered up to \$500 per 24 months.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date: July 1)	Time:
UPG v3	Article 22.12	Amend Article 22.12 Retiree Benefits	

22.12 Retiree Benefits

Any Local employee who retires, as defined below, from the Local after reaching 58 years of age with a minimum of fifteen (15) years of service, does not work full time, and who does not already have coverage under benefit plans from their spouse or partner, will have BC Medical and Basic Health Care Benefits (Dental and Prescriptions only) covered for them and their spouse or partner until the primary policy holder dies, or for as long as this benefit can be purchased from our insurance carrier for the retired employee which shall include the following as per the current benefit plan and any new increases that may be subsequently negotiated:

- Prescription drugs
- Dental Plan (Part A and Part B)
- Vision Care
- Paramedical Practitioners

Benefit coverage for retirees as listed above shall be the same as for active employees.

Retirement is defined as an employee who has been accepted and is in receipt of a pension (Unifor Pension Plan or Canada Pension Plan).

Employees with a minimum of 15 years' service who retire at between the ages of 55 and 58 shall have these benefits provided at a **70%(Local)/30%(Rep)** cost share until they reach 58 years of age.

It is understood that employees will have the option to utilize all outstanding or banked vacation, sick days (as appropriate), or personal days prior to their retirement date.

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(Canadian Office and Professional Employees Union, Local 378)

Affected Article/MOU	Date:	Time:
Article 24.01	Amend Article 24.01 Wages	
	Article/MOU	Article/MOU

ARTICLE 24 - SALARIES

24.01 Wages

Representatives Salaries

Salary Grid -- based on Individual Seniority Start dates.

- a) Effective September 1, 2019 Increase all rates 2.5%
- b) Effective September 1, 2020 Increase all rates 2.0%
- e) Effective September 1, 2021 Increase all rates 2,0%

Representatives Salaries

Salary Grid - based on Individual Seniority Start dates.

- a) Effective September 1, 2022 Increase all rates 3.0%
- b) Effective September 1, 2023 Increase all rates 3.0%
- c) Effective September 1, 2024 Increase all rates 3.0%

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	Article 25.02 Article 25.04	Amend Article 25.02 Mileage Amend Article 25.04 Vehicle Allowance	

25.01

All employees must supply their own vehicles to be used on the job. The motor vehicle must be no older than twelve (12) years old and the employees must have this vehicle every day while at work (except for normal repair and maintenance schedules). The twelve (12) year reference will not apply to an employee or full-time Officer who is on a temporary assignment, however they must supply a reliable vehicle for daily use and carry the proper insurance coverage if claiming this allowance.

25.02

If the employee is required to go out of town and is required to use his/her own vehicle, he/she shall be able to claim mileage expenses forty-eight (48) cents thirty-eight (38) cents per kilometer (km).

25.03

Boundaries:

In town shall be defined as follows: "the Greater Vancouver area" Northwest to Horseshoe Bay Ferries, East to 200 St., South to the Canada border & Southwest to Tsawwassen Ferries and "Greater Victoria area" for our Vancouver Island Office thirty (30) km radius from the office (beyond Swartz Bay, North of Malahat).

25.04 Vehicle allowance:

Effective January 1, 2020, a vehicle allowance of nine hundred and seventy-five dollars (\$975) shall be paid to employees on the first day of each month.

Effective January 1, 2021, the vehicle allowance shall be one thousand dollars (\$1,000).

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date: fre 13	Time: 2:55
UP世12	Article 27.02	Amend Article 27.02 Meal Expenses	

27.02

The daily meal expense when out of town will be granted on the following basis:

Breakfast - \$12.00 \$15.00

Lunch

- \$15.00 \$18.00

Dinner

 $-$18.00 \overline{$22.00}$

The per diem for out-of-province business for the Employer will be based on a rate of eighty-one dollars (\$81.00) ninety (\$90.00) dollars per day with the following breakdown:

Full rate of eighty-one dollars (\$81.00) ninety (\$90.00) dollars for the day spent traveling to your destination, and each full day there (must be overnight stay involved).

Half rate of forty dollars and fifty cents (\$40.50) forty five (\$45.00) dollars for the day spent traveling back home.

Twenty dollars (\$20.00) per day, for out-of-pocket expenses while staying at the Unifor Family Education Centre, Port Elgin, Ontario

Or as set by Local By-Law # 15 - Members' Expenses

E&OE Signed off this day of for the Employer

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time: 5:25pm
		June 14, 2022	
UP #13v.3	LOU	NEW Working from Home	
		[Revised per Local's comments on	June 14]

LETTER OF UNDERSTANDING NO. 3-WORKING AT HOME

- 1. The Parties recognize that employees are able to perform their daily servicing duties while working from home and agree that working at home arrangements will be approved subject to the terms outlined below:
 - a. This applies only to regular employees who have successfully passed their probationary period per Article 9.05 (Probationary Period). Relief employees in posted positions may be considered for working at home arrangements in limited circumstances.
 - b. The Local President will be given a schedule of work for office days. If there are any changes, they shall be provided to the Local President.
 - c. Local servicing representatives will agree on days by seniority.
 - d. One local servicing representative shall be in the office at all times unless they cannot do so due to circumstances beyond their control. Every reasonable effort will be made to ensure coverage.
 - e. <u>Local servicing representatives can change their schedule with one another by mutual agreement.</u>
 - f. The following operational requirements shall apply:
 - there must be sufficient employees (per Paragraph 1.d) at the workplace to perform any work required to be done and for member service to continue uninterrupted;
 - ii. the Local is responsible to provide and maintain the equipment and supplies necessary for working at home; and
 - iii. such equipment and supplies shall remain the property of the Local and must be returned if the Employee terminates their employment relationship.
 - iv. <u>it is also understood there may be times when the Local President or designate may require all staff to be in the office.</u>

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- 2. Employees seeking working at home arrangements are responsible for the following:
 - a. <u>ensuring the working at home location is adequately equipped and maintained from a health and safety perspective in compliance with WCB regulations</u>; and
 - b. <u>ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on their daily servicing duties.</u>
- 3. The Parties may review this Letter of Understanding on a semi-annual basis as needed.
- 4. If there is a need for the Local President or designate to review these obligations under Paragraph 1.f with an employee, the following process shall apply:
 - a. there shall be a meeting with the employee and a Union Representative;
 - b. a review of the working at home procedures shall be discussed;
 - c. if it is found that an employee has found to have acted contrary to this working at home letter of understanding, the Local President or designate may initiate progressive discipline, as circumstances warrant, up to and including suspension or withdrawal of the right of the employee to work from home.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP #14	31	NEW- Impact of Legislation	

Article 31 - Impact of Legislation

- In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- In the event that existing or future federal or provincial legislation should render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
- 3. In that event, the Union and the Employer shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- 4. The Union and the Employer 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.
- 5. If after forty-five (45) working days from the commencement of negotiations, the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.
- 6. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP 15		Housekeeping	

For updates with index (no article 19 listed) Gender Neutral

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:		Time:
UP	LoU #1	New		
16	LoU #2			

LOU #1 Vacation Carryover

Notwithstanding Article 20.01.c, and based on operational requirements, that if mutually agreed to by an employee and the employer, it may be necessary to carry over a number of vacation weeks from one year to the next.

The option to pay out two (2) weeks' vacation per year will be available until such time as the vacation allotment has been utilized.

The option to pay out the two (2) weeks' per year will based on the 2020 and 2021 vacation time, and will be available until such time as the vacation allotment has been utilized.

There will be coordination with the Local to make sure such requests are spread not and not requested at the same time (i.e., the same month).

This Letter of Understanding shall be reviewed at the expiry of the Collective Agreement.

LOU #2 Pension Committee

The parties agree that a committee of the union and the employer (one of whom shall be the Secretary Treasurer), will convene within six months of signing off this collective agreement to discuss the viability and advisability of moving the existing employee pension to a more beneficial plan for those employees currently enrolled the Manulife Group Pension Plan.

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Number	Affected Article/MOU	Date:	Time:
UP17	22.15	Add: Addition of CB	Doil to Employee Wellness
Action of the second	25.06	Delete (No longer at	ailable from ICBC)

22.15 Employee Wellness

The Employer will reimburse the Local Representatives an amount up to five hundred dollars (\$500.00) per year for any wellness program, equipment or training. The intent is for the Local Representative to take an active approach to physical fitness and anything to accomplish this act will be a reasonable claim. It has also been decided by the trustees and Local Executive that you can carry over your yearly rebate if the costs exceed the five hundred dollars in a single calendar year.

Add in:

25.06

The local to reimburse CBD oil under the Employee wellness article 22.15.

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The Employer shall pay for employees' coverage of an ICBC Excess Accident Benefit Policy.