

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, 2020 to May 31, 2023, 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, 2023 to May 31, 2026
5. Signing Bonus


All employees as of April 26th, 2023 who are active employees in good standing with the Union shall receive a signing bonus of \$500.00 upon ratification of this agreement. Employees who have resigned or been terminated are not entitled to the signing bonus.

6. 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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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 _____ Castlegar _____, B.C.
this 26 day of April, 2023.


For the Union

For the Employer





Maureen Kurenoff, CEO



APPENDIX "A"

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	7.01	<i>Amend</i>	

ARTICLE 7 – PAID HOLIDAYS

7.01 Paid Holidays

The Union proposes adding National Day of Truth and Reconciliation to the statutory holiday list.

E&OE
Signed off this 26 _____ day of April _____ 2023

For the Union



For the Employer



Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	9.08	<i>Amend</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 five (5) paid days and an additional **three unpaid (3) ~~four (4)~~ weeks** without loss of seniority. Accumulated sick leave may be used during this leave of absence.

E&OE
Signed off this 26 _____ day of April _____ 2023

For the Union


For the Employer


Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	9.10	NEW	

9.10 Quarantine Leave

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

E&OE
 Signed off this 26 _____ day of April _____ 2023

For the Union

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For the Employer

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Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	9.11	NEW	

9.11 ESA Leave

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

E&OE
 Signed off this 26 _____ day of April _____ 2023

For the Union



For the Employer



Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	10.10	<i>Amend</i>	

10.10 Health Spending Account

The Employer will provide a Health Spending Account of ~~\$300.00~~ **\$500.00** each year effective Jan 1, ~~2021~~ **2023**. The health spending account must comply with the Revenue Canada rules which provide any unused portion of the HSA can be carried forward 1 year but not 2 years, and no portion of the HSA can be paid out to any person covered as this will cause the HSA to become a taxable benefit. It allows reimbursement for incurred expenses that comply with the Medical Expense Tax Credit.

E&OE
Signed off this 26 _____ day of April _____ 2023 _____

For the Unjon



For the Employer



Union			
Number	Affected Article/MOU	Date:	Time:
UP#15	11.07	<i>GWI – 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~~2023 _____ 6%
- (b) 01 June ~~2021~~2024 _____ 4%
- (c) 01 June ~~2022~~ 2025 _____ 2%

E&OE
Signed off this 26 _____ day of April _____ 2023 _____

For the Union



For the Employer



Union Number	Affected Article/MOU	Date:	Time:
UP#16	23	NEW	

The Union proposes adding the following Article as Article 23, and renumbering remaining Articles accordingly:

ARTICLE 23 – TELECOMMUTING

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

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

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

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

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

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

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

- a laptop\desktop computer with a mouse and a keyboard,
- other equipment as determined by the Employer and Employee

E&OE
Signed off this 26 _____ day of April _____ 2023

For the Union


For the Employer


Union			
Number	Affected Article/MOU	Date:	Time:
UP#17	24	<i>Amend and renumber</i>	

ARTICLE ~~23~~ 24 – DURATION


~~23.01~~ 24.01 Continuation And Duration

This Agreement shall be in full force and effect on and after the 1st day of June ~~2020~~ 2023, to and including the 31st day of May ~~2023~~ 2026, and shall continue in full force and effect until the parties sign a new Collective Agreement.


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

E&OE
Signed off this 26 _____ day of April _____ 2023 _____

For the Union



For the Employer



Union Number	Affected Article/MOU	Date:	Time:
UP#18	Appendix A	<i>Amend - The Union proposes calculating and amending wage grid based on GWI negotiated.</i>	

APPENDIX "A" SALARY SCHEDULE

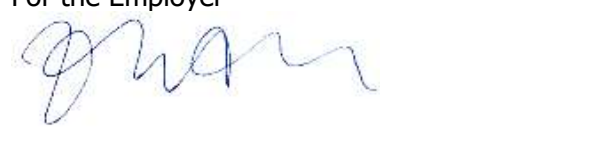
The Union proposes calculating and amending wage grid based on GWI negotiated.

E&OE
Signed off this 26 _____ day of April _____ 2023 _____

For the Unjon



For the Employer



LOU XX Benefits and Sick Leave Review

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

A handwritten signature in black ink, consisting of a stylized 'A' followed by a long horizontal line that curves slightly upwards at the end.