BCAA – Road Assist Contact Centre & Admin Employer's Best & Final Offer May 9, 2023 - Amended

Memorandum of Agreement

All terms and conditions of the current collective agreement would continue, except as expressly amended below:

Article 28 - Term: 4 year term

Article 28.01 would be amended as follows:

28.01 Effective Date

This Agreement shall be effective from October 1, 2018 2022 to and including September 30th, 2022 2026. Either party may four (4) months prior to the expiry date of this agreement, notify the other party that they would like to commence bargaining.

Wage Adjustment:

- Oct. 1/22 + 4%
- Oct. 1/23 + 4%
- Oct. 1/24 + 3.5%
- Oct. 1/25 + 3%

In September 2024 and September 2025 BCAA will review British Columbia's Consumer Price Index (CPI) for the prior 12 months (August – August). Should average CPI for that 12-month period be greater than 5%, BCAA will provide an additional 0.5% wage increase adjustment for the 2024 and/or 2025 year. The wage increase will be effective October 1st of the given year and would not be retroactive. An increase in one year will not impact wage rates for subsequent years. For example, should British Columbia's Average CPI for August 2023 to August 2024 be 6%, the October 1st, 2024, wage adjustment shall be 4%, and then should the average British Columbia CPI for August 2024 to August 2025 be 4%, the October 1st, 2025 wage adjustment shall be 3%.

Using the same application formula as specified in the current collective agreement.

*Wage offer based on achieving settlement of all issues in dispute including consideration of cost of total compensation (i.e. all wages, premiums, benefits, etc.)

Other Items (all changes come into effect as of the date of ratification)

Article 13.01 – Definition – Increase Afternoon shift premium to \$1.75 and Sunday premium to \$0.75

A premium of one dollar and fifty seventy five cents (\$1.5075) per hour will be paid for all hours worked between 6:00 PM and 6:00 AM. A Sunday premium of fifty seventy-five cents (\$.5075) per hour will be paid for all hours worked on Sunday from 6:00 AM to 6:00 PM. These premiums will not be paid for overtime hours.

Article 13.03 First Aid Premiums – Increase Level 1 to \$45 and Level 2 at \$90

Article 13.03 would be amended as follows:

13.03 First Aid Premiums

Employees designated to hold a valid Level I Certificate will receive a stipend of thirty fourty-five dollars (\$3045.00) per month.

Employees designated to hold a valid Level II Certificate will receive a stipend of seventy five ninety dollars (\$7590.00) per month.

The Association will pay course fees for staff designated for First Aid Training, including the costs of refresher courses required to maintain the certificate.

Article 16.01 Paid Holidays – Add September 30th Truth and Reconciliation Day

Article 16.01 would be amended as follows:

16.01 Paid Holidays

For the purpose of this Agreement, the following days shall be paid holiday:

New Year's Day

BC Day

Family Day

Labour Day

Good Friday

National Day for Truth and Reconciliation

Easter Monday

Thanksgiving Day
Remembrance Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

and any other day that may be stated as a legal holiday by the provincial, civic, or federal government.

Should one of the above holidays fall on the employee's normal day off, the employee shall receive an additional day off with pay to be taken at a time mutually agreed between the employee and the Employer.

Article 18 Employee Benefits – Enhancements to benefits

BCAA will provide the following increases in benefit coverage:

- Prescription Disbursement Fee Increase to \$15
- Wellness Account Increase to \$300 for RFT and \$200 for RPT
- Wigs for Cancer Patients Increase to \$1000 lifetime and cover all medically necessary wigs
- Out of Country Emergency Care Increase to \$2 million lifetime
- Eyeglasses, Contact Lenses, and Laser Eye Surgery
 - o Increase Option 3 to \$350 every 24 months
 - o Increase Option 4 to \$400 every 24 months
- Paramedical
 - o Increase Option 3 to \$100/visit and \$600/year
 - o Increase Option 4 to \$1500 combined/year

Article 19.01 Bereavement Leave – 1 additional paid bereavement day – Expand scope to include parents' siblings and siblings' children

Article 19.01 would be amended as follows:

19.01 Bereavement Leave

In the case of a death in the immediate family of a regular employee, the employee shall be granted leave with pay for up to four five (54) days effective January 1, 2019. In the case of part time staff, the employee will be paid for regular time within four five (54) days that would normally have been worked. If required, additional reasonable travelling time may be provided to allow for the employee to attend an out of town funeral. If outside immediate family and serving as a pallbearer the employee shall be granted leave with pay for up to one (1) day.

Immediate family is defined as the employee's spouse and the following persons related directly to the employee and their spouse: parents, siblings, children, grandchildren, grandparents, stepparents, stepchildren, step-siblings, sibling of a parent, child of a sibling, and any person who lives with the employee as a member of the employee's family. Bereavement leave requests received for anyone other than an employee's

immediate family will be dealt with on a case-by-case basis and approved by the Manager, Personnel or designate.

Article 19.07 Special Leave – Update language to include all family emergencies

Article 19.07 would be amended as follows:

19.07 Special Leave

An employee may take up to one day with pay per annum for family medical emergencies. This would not apply for normal pre-booked medical appointments.

Article 19.11 Paid Wellness Day – 1 additional paid wellness day

Article 19.11 would be amended as follows:

19.11 Paid Wellness Day

An employee may take up to one two $(\frac{12}{2})$ days with pay per calendar year for personal reasons (pro-rated for partial years). Such requests must be made to the Association with reasonable notice whenever possible. Approval of this request is subject to operational requirements. Wellness days must be taken in the calendar year and will not carry over to subsequent years or be paid out.

NEW Article - Paid Volunteer Day - Provide 1 paid day

A new article would be added as Article 19.12

19.12 Paid Volunteer Day

An employee may take up to one (1) day with pay per calendar year to pursue volunteer activities at an appropriate registered charity. Such requests must be made in writing and presented to the Association at least thirty (30) days in advance. Approval of this request is subject to operational requirements. Volunteer days must be taken in the calendar year and will not carry over to subsequent years or be paid out.

NEW Article - Paid Cultural, Religious & Spiritual Day — Provide 1 paid day

A new Article 19.13 would be added as follows:

19.13 Paid Cultural, Religious & Spiritual Day

A regular employee may take up to one (1) day with pay per calendar year for cultural, religious & spiritual reasons (pro-rated for partial years). Such requests must be made in writing and presented to the Association at least thirty (30) days in advance. Approval of this request is subject to operational requirements. Cultural, Religious & Spiritual days must be taken in the calendar year and will not carry over to subsequent years or be paid out.

LOU #5: 9-Day Fortnight for Road Assist Admin Group: Renew for contract term

LOU #7: Road Assist Contact Center & Admin Casual Work Assignment: Renew for contract

term

LOU #X: LOU Related to 11.04 (a) Performance Appraisals and Step Progression

Employee goals shall be completed through the Associations internal systems.

Goals will be reviewed each employer fiscal year to align with corporate priorities. Goals will remain in place until new goals are shared through the Associations internal systems.

Unless renewed, LOU will expire at the end of the contract term.

All other LOU's renewed for contract term

Inclusion of all agreed to items ("Green Sheets")

All remaining outstanding union and management proposals are withdrawn

MAY 9, 2023

AGREED LANGUAGE – April 24, 2023 BCAA/MOVEUP RACC & ADMIN

NEW - LAND ACKNOWLEDGEMENT

BCAA and MoveUP acknowledge that we operate and support Members and customers on traditional and contemporary territories of First Nations across what is known today as BC. We express gratitude and respect for the Peoples, cultures and traditions that have and continue to steward these lands throughout generations.

BCAA and MoveUP are headquartered on the lands of the hənqəminəm (hun-ka-mee-num) and Skwx wú7mesh (s-kwo-mesh) speaking peoples, known today as the City of Burnaby.

BCAA '

MoveUP

APRIC ZY. ZOZZ



Union			
Number	Affected Article/MOU	Date:	Time:
UP 1	HOUSEKEEPING	new	

2.02 Housekeeping

The parties shall review as well as amend the collective agreement with respect to the following:

- 1) Consistent use of terms 'Association', 'Company', 'BCAA' or 'Employer'
- 2) Capitalization
- 3) Hyphenation
- 4) Abbreviation
- 5) References to numbers

E&OE Signed off this	_day of November	20 J ユ
For the Union Jansen	For the Employer	



BCAA-RACC PROPOSALS 2022 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 9, 2023	Time: 3:00 pm
UP 3	2.03	amend	

2.03 Union Leaves

(a) Employees elected or appointed to attend Executive Board meetings, Executive Council meetings, job steward training, and health and safety training meetings may request a leave of absence without pay to attend such meetings. Requests for such leaves are to be forwarded to their respective Supervisor for consideration at least thirty (30) twenty-five (25) days in advance of the commencement date of the leave. The maximum amount of bargaining unit leave that may be taken in conjunction with this clause is thirty (30) days per annum per employee or fifty (50) days per annum for employees elected as Union Executive Officers. The maximum number of employees who may be away at the same time, in any one location, for the above described reasons is one (1). The maximum number of Union Executive Officers that may be away at the same time, in one location, for the above described reasons is two (2); a maximum of one (1) from the RACC Group and a maximum of one (1) from the Admin. Group.

These totals do not include any time that is granted to authorized employee representatives for attendance at negotiations or for Union committee meetings. In these situations, the granting of leaves will be in keeping with the practice of the Association during the previous set of negotiations.

The approval of such leaves will be based on operational requirements are met and will not be unreasonably denied.



BCAA-RACC PROPOSALS 2022 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

The Association will continue to pay the employees on such leave and will bill the Union for all employee costs, including benefits, related to the absence.

(a) One employee may request an unpaid Leave of Absence as a Union official including President and Table Officers. The Leave of Absence must be provided by the Union in writing. The Employee must give the Employer thirty (30) twenty-five (25) days advance written notice of the requested Leave of Absence. The approval of such leaves will be based on operational requirements and will not be unreasonably denied. The Employee shall not work in any position except as a Union official during such Leave of Absence. There shall be no more than one Employee on such Leave of Absence at any one time. Notice to return from leave shall be given as soon as is possible, at a minimum time of thirty (30) twenty-five (25) days. Seniority shall accumulate during the period of the leave. On conclusion of the Leave of Absence, employees will return to the position they previously held or a comparable position.

The Employer will bill the Union for all employee costs, including benefits, related to the absence.

E&OE Signed off this	9 th	day ofFeb_v	rucry	20 23
For the Union		For the Emplo	yer /	
1	//	And		



BCAA - RACC -2022 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union				
Number	Affected Article/MOU	Date: October	27, 2022	Time: 1:43 pm
UP 4	2.04	amend		

2.02 Bulletin Boards

A virtual bulletin board will be made available to the Union for posting notices relative to meetings and Union activities.

Physical and virtual bulletin board space, exclusive to union content, will be made available to the Union at all locations of the Employer that are included in the Union certification and online, for posting notices relative to meetings and Union activities.

		Confid	dential	
E&OE Signed off this	a3rd	day of	November	20 22
For the Union	,	F	or the Employer	

AGREED LANGUAGE – December 2, 2022 BCAA/MOVEUP RACC & ADMIN

4.01 Seniority Defined

Seniority is defined as the length of uninterrupted regular employment since the employee was hired as a regular employee, in the bargaining unit. Seniority will accrue for regular (full-time and part-time) employees only.

Temporary and casual employees will not accrue seniority except as noted within the following paragraph.

Where a temporary or casual employee moves to regular status, their seniority date will be adjusted to include the following:

- a) In the case of a casual employee, all hours worked as a casual or temporary employee since the date of hire: and
- b) In the case of a temporary employee, all hours worked during an assignment that occurred immediately prior to, and without interruption to becoming a regular employee.

Excluded persons who move into a bargaining unit position will receive seniority credit for any time worked in a non-management position in the Road Assist Administration and Road Assist Contact Centre departments prior to certification.

An employee who accepts a temporary assignment to a management position will, upon return to their bargaining unit position, receive seniority credit for the time spent in the excluded position. Full union dues will be remitted during the temporary assignment.

An employee who accepts a temporary assignment in a non-bargaining unit office that is not a management position will, upon return to the bargaining unit position, receive seniority credit for the time spent in the non-bargaining unit office. Full union dues will be remitted during the temporary assignment.

An employee who accepts a regular assignment in a non-bargaining unit office or a management position with the Association will, upon return to the bargaining unit position, have an adjusted seniority date deducting time spent outside of the bargaining unit.

Casual employees who have not worked for the Employer during a continuous three (3) month period will be considered to no longer be an employee.

Ansa Garstin	Travoffansen
BCAA	MoveUP
December 2, 2022	
Date	



BCAA — RACC-2022 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 6	7.01	amend	

7.01 Job Postings

When a regular <u>or temporary</u> job vacancy occurs and the Association requires the position to be filled, the job will be posted on BCAA's on-line career centre for five (5) working days; and a copy will be forwarded to the Union. Applicants wishing to apply for the position shall forward a written request to the People & Developments Department before the closing date of the posting.

Employees who will be absent from work, for a maximum period of one (1) month, due to sickness, annual vacation, or other authorized leaves may provide a request in writing to the People & Developments department outlining which positions they would like to be considered as an applicant for, should a posting occur during their absence.

E&OE Signed off this	day of	NOV.	2022
For the Union	For t	the Employer	

Moveto franchis

AGREED LANGUAGE – November 17, 2022 BCAA/MOVEUP RACC & ADMIN

ARTICLE 14.06 | Banking of Overtime

Approved overtime worked will be paid, or at the request of the employee banked. Overtime shall be in equivalent hours to the overtime payment entitlement.

The Supervisor will advise the employee within thirty (30) days of the date the request was received. Leave using banked overtime will not be unreasonably denied.

Banked overtime will not exceed thirty seven and a half (37.5) hours. Banked overtime does not include banked statutory holiday time.

Banked overtime may be taken at a time that is mutually agreeable between the employee and the employee's Supervisor.

Employees may request for their banked overtime to be paid out at any time. Unused banked overtime as of December 31st of each year will be paid out.

nch 15, 2023

AGREED LANGUAGE – March 15, 2023 BCAA/MOVEUP RACC & ADMIN

15.08 Vacation Scheduling

Employees in each work group shall select their first (1st) vacation period in order of seniority as defined in this Agreement. Vacations will be selected in broken periods of up to two (2) continuous weeks in duration. Every third (3rd) year an employee may during the selection of their first vacation period select more than two (2) weeks in a continuous period to a maximum of their entitlement. Once all employees in the work group have selected their first (1st) vacation period the selection of a second (2nd) and any subsequent vacation periods will be done in the same manner by seniority. An employee may select adjacent periods for the employee's vacation if they are available.

Employee vacation requests will normally be in full weeks; however, requests of less than a week will be approved subject to operational requirements.

The Employer shall post a <u>virtual</u> vacation <u>calendar</u> board for requesting vacation prior to the first (1st) week of November of each year. Vacations must be taken in accordance with departmental operating requirements and be approved by the <u>Association employee's immediate Supervisor</u>. Regular employees shall select their vacation period(s) prior to December 15th of each calendar year. <u>Prior to each round of vacation pick</u>, the <u>Association will share a schedule with the regular employee. The schedules will give each employee a three (3) hour window in which to choose their vacation. All attempts will be made to schedule the three (3) hour window within the employees shift. If the employee is on vacation for their scheduled round:</u>

- The employee can submit their vacation request while on vacation or,
- The employee can appoint a designate (colleague, Manager, Job Steward) to submit their vacation choice on their behalf or,
- The employee can e-mail the Association with their vacation choice
 - The employee would provide up to three (3) vacation choices in order of preference. If all three (3) vacation choices are not available, the designate or the Association will reach out to the employee to advise. The employee will receive an additional three (3) hour window to select an available vacation pick

If an employee does not select a vacation pick within their three (3) hour window or contact the Association in the case of an emergency, the vacation pick will continue along to the next employee

Not later than the 31st of December of each year the Employer shall notify employees whether the vacation period(s) selected are approved. Once the vacation selection(s) is approved, it shall not be changed, adjusted or otherwise amended by the Employer without documented agreement of the affected employee.

All vacation should be taken in the calendar year in which it is earned. When, however, an employee is unable to take their full entitlement prior to the end of the calendar year due to operational requirements or exceptional circumstances, a deferment will be possible up to the last day of March in the following calendar year. Any vacation that cannot be scheduled by that time will be paid out to the employee. Any request for payout must be initiated by the employee's Supervisor and forwarded to Payroll.

PRINCIPLES:

Intent of vacation scheduling language is that all employees have the opportunity to complete their choice and to resolve any conflicts.

For each vacation choice, employees need to submit vacation preferences by seniority and department, i.e. most senior employee selects first.

Employer will post a <u>virtual vacation calendar board regarding staffing that indicates operational requirements</u>/ limitations and vacation eligibility.

TIMING:

All employees shall state their vacation choices in writing on the vacation board by the following dates:

- by November 1st, the Association will start vacation pick based on work group and seniority. Eemployees shall designate submit their first (1st) choice until all employees in that work group have picked and been approved;
- by November 15st, the Association will start vacation pick based on work groups and seniority. Eemployees shall designate submit their second (2nd) choice until all employees in that work group have picked and been approved;
- by December 1st the Association will start vacation pick based on work groups and seniority. Eemployees shall designate submit their third (3rd) choice until all employees in that work group have picked and been approved;
- by December 15th, the Association will start vacation pick based on work groups and seniority. Eemployees shall designate submit their fourth (4th) choice until all employees in that work group have picked and been approved;
- Any employee who does not comply with these requirements will forfeit their turn relating to vacation selection.

1. Road Assist Administration

The process:

- A form/board will be created for each round of vacation pick.
- This form/board will have a space for each employee to pick their selection for the round in question based on the order of seniority.
- The form/board will be given to the most senior employee two (2) weeks prior to the completion date for each round.
- This employee will have forty-eight 48 hours in which to make their selection after which time the form must be given to the next senior employee.

- Likewise, that employee will have forty eight 48 hours in which to make their selection.
- This process will continue until all employees have made their selection for the round in question.
- As selections are made, a calendar will be highlighted showing all previously selected dates.

2. Road Assist Contact Centre

Vacations will be selected in full one (1) week blocks, based on shift structured work week (not calendar). The maximum continuous period shall be two (2) continuous weeks in duration. Every third (3rd) year an employee may during the selection of their first (1st) vacation period select more than two weeks in a continuous period to a maximum of their entitlement.

TIMING:

All employees shall state their vacation choices in writing to the Workforce Management Team by the following dates:

- 1. by November 1st, employees shall submit their first (1st) choice vacation requests. Approval of first (1st) round requests shall be posted within five (5) calendar days;
- 2. by November 15th, employees shall submit their second (2nd) choice vacation requests.

 Approval of second (2nd) round requests shall be posted within five (5) calendar days;
- 3. by December 1st, all employees shall submit their third (3rd) choice vacation requests. Approval of third (3rd) round requests shall be posted within five (5) calendar days; and
- 4. by December 15th, all employees shall submit their fourth (4th) and subsequent choices.

 Approval of fourth and subsequent choices shall be posted within five (5) calendar days.
- 5. Any employee who does not comply with these requirements will forfeit their turn relating to vacation selection.

BCAA

april 3, 2023



BCAA — RACC-2022 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: March 15, 2023	Time: 3:24pm.
UP 14	16.01	amend	

16.01 Paid Holidays

For the purpose of this Agreement, the following days shall be paid holiday:

New Year's DayLabour DayFamily DayNational Day of Truth and ReconciliationGood FridayThanksgiving DayEaster MondayRemembrance Day

Easter Monday Remembrance Day Victoria Day Christmas Day Canada Day Boxing Day

BC Day

and any other day that may be stated as a legal holiday by the provincial or federal government.

Should one of the above holidays fall on the employee's normal day off, the employee shall be paid or receive an additional day off with pay to be taken at a time mutually agreed between the employee and the Association.

Banked statutory holiday time/pay will be paid out within six (6) months of the statutory holiday.

The Employer shall provide thirty (30) day's notice to employees prior to paying out banked statutory holiday time.

E&OE Signed off this	311	day of	april	20 23
For the Union	11	For the	he Employer	
- July	Henre	/	AND -	



BCAA — RACC-2022 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 22	LOU # 3 Article 15.03	amend	

Letter of Understanding #3 (Previously LOU #6)

between

The British Columbia Automobile Association

and

Canadian Office and Professional Employees Union, Local 378

Subject – Article 15.03 – Vacation

The employer and the Union agree that for as long as they remain in their current position (i.e. Fleet Dispatchers); the following employees will continue to receive current vacation benefits:

- Garry Payne
- Tracy Gal

Signed off this	day ofNovember	20.2.2
For the Union	For the Employer	
han Han	m Alle	

AGREED LANGUAGE – December 2, 2022 BCAA/MOVEUP RACC & ADMIN

LOU #4: Shift Scheduling Committee

A committee made up of three (3) employee representatives, including one (1) job steward, and up to three (3) Employer representatives will meet to review and develop recommendations concerning the following:

- (1) Shift Pick Schedule
- (2) Time-off process, including statutory holidays.

The Committee will meet not less than two (2) months prior to the next shift pick.

The Committee will start no sooner than three months following ratification.

Ansa Garstin	Tracoffensen
ВСАА	MoveUP //
December 2, 2022	
Date	

AGREED LANGUAGE – April 24, 2023 BCAA/MOVEUP RACC & ADMIN

LOU 6: Related to article 12.02 Work Schedules

The shift structure for the Road Assist Dispatch Group shall be reviewed by the parties prior to the end of the contract term to ensure the following criteria are met;

- The dispatch shift structure will be as follows
 - Nine Seven (9 7) morning and afternoon Dispatch shifts 8.5 scheduled hours
 - The fifteenth (15th) day known as the "Flex" day will be taken on a day mutually agreed upon between the employer and employee
 - Two (2) night Dispatch shifts 11.2 scheduled hours
 - Shift rotation is four (4) consecutive days on and four (4) consecutive days off.
- Eligibility for the Dispatch Shift Structure outlined above is restricted to those employed in Dispatch
 as of ratification (May 30, 2019). This includes; Gurby Benning, Diana Emmott, Marnie Strutynski,
 Patrizia Ruscitti, Shannon Clark, Tracy Gal, Victor Zych, Carrie Michels, and Lilian Chalmers
- If an employee participating in the Dispatch Shift Structure outlined above should change positions
 in any capacity <u>after May 30, 2019</u> or choose a shift outside of the structure, they will no longer be
 eligible to participate. Shifts may be modified or removed from the structure as they are vacated.
- An employee may opt out of participating in the dispatch shift structure outlined above to participate in new shift patterns. Employees will no longer be eligible to participate after opting out.
- The <u>nine seven</u> (9 7) morning and afternoon Dispatch shifts about will be adjusted to include the "Flex" day component of the Dispatch Shift Structure for any eligible Dispatch team member.

Unless renewed, LOU will expire at the end of the contract term.

BCAA

APRIL 24. 2023

AGREED LANGUAGE – May 9, 2023 BCAA/MOVEUP RACC & ADMIN

LOU #X: Letter of Understanding Related to Shift Start Times

The Employer expects employees to be at their work-station and ready to begin answering calls at the scheduled start time. The task of logging in to the computer is work performed under the control and direction of the Employer. That time worked attracts compensation. All employees must make every effort to utilize the fastest and most efficient log in procedure. The Employer acknowledges that employees may take up to five (5) minutes to log into their required applications.

Unless renewed, LOU will expire at the end of the contract term.

BCAA

MAY 9. 2023