

• 11:47 AM  
- April 28, 2023

**BCAA – Service Locations  
Employer’s Best & Final Offer  
Amended April 28, 2023**

---

**Memorandum of Agreement**

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

**Article 26 - Term:** 4 year term

Article 26.01 would be amended as follows:

26.01 Duration of the Collective Agreement

This Agreement shall be effective from the Ratification date of this agreement 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 1<sup>st</sup> 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 1<sup>st</sup>, 2024, wage adjustment shall be 4%, and then should the average British Columbia CPI for August 2024 to August 2025 be 4%, the October 1<sup>st</sup>, 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 9.02 Duty Officer Pay – Increase to \$3.50 per hour**

Article 9.02 would be amended as follows:

9.02 Duty Officers

For the term of this agreement, Duty Officers may be assigned on an hourly basis, if required, at the sole discretion of Management. Such assignments will be on a roster basis, taking into account the needs of the operation, making reasonable efforts to offer Duty Officer Work on a relatively equal basis amongst the designated Duty Officers. In doing so, the Employer will take into consideration requests from employees for special scheduling situations.

Employees will receive a premium of ~~one three dollars and fifty eight cents~~ (~~\$1.803.50~~) per hour for such hours assigned and worked as a Duty Officer.

**Article 14.01 Paid Holidays – Add September 30th Truth and Reconciliation Day**

Article 14.01 would be amended as follows:

14.01 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	<u>National Day for Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas 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 16 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
  - Increase Option 3 to \$350 every 24 months
  - Increase Option 4 to \$400 every 24 months
  
- Paramedical
  - Increase Option 3 to \$100/visit and \$600/year
  - Increase Option 4 to \$1500 combined/year

**Article 17.01 Bereavement Leave** – 1 additional paid bereavement day – Expand scope to include parents’ siblings and siblings’ children

Article 17.01 would be amended as follows:

### 17.01 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 (5) days ~~effective January 1, 2019~~. In the case of part time staff, the employee will be paid for regular time within ~~four~~ five (5) 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, step-parents, siblings, step-siblings, children, step-children, grandchildren, grandparents, 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 17.07 Special Leave** – Update language to include all family emergencies

Article 17.07 would be amended as follows:

#### 17.07 Special Leave

An employee may take up to one day with pay per annum for family ~~medical~~ emergencies.

#### **Article 17.11 Paid Wellness Day – 1 additional paid wellness day**

Article 17.11 would be amended as follows:

##### 17.11 Paid Wellness Day

An employee may take up to ~~one~~two (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.

#### **Article 20.06 First Aid Premiums – Increase Level 1 to \$45 and add Level 2 at \$90**

Article 20.06 would be amended as follows:

##### 20.06 First Aid Premiums

Employees designated to hold a valid Level I Certificate will receive a stipend of ~~thirty~~forty-five dollars (\$45.00) per month. Employees designated to hold a valid Level 2 Certificate will receive a stipend of ninety dollars (\$90.00) per month

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

#### **NEW Article - Paid Volunteer Day - Provide 1 paid day**

A new article would be added as Article 17.12

##### 17.12 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 17.13 would be added as follows:

17.13 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 1 Professional Association Dues and Fees – Renew for contract term**

**LOU 2 Performance and Long Service Payments – Renew for contract term**

**Inclusion of all agreed to items (“Green Sheets”)**

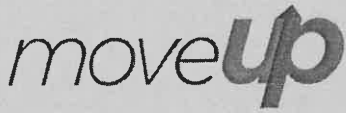
All remaining outstanding union and management proposals are withdrawn

BCAA

MoveUP

APRIL 28, 2023

Date



**BCAA – SL-2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP1	HOUSEKEEPING	new	

**Housekeeping**

The parties shall review and 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

*4th*

day of

*November*

*2022*

For the Union

*Jim Hansen*

For the Employer

*J. Hansen*

**AGREED LANGUAGE - December 1, 2022**  
**BCAA/MOVEUP**  
**SERVICE LOCATIONS**

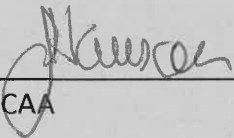
---

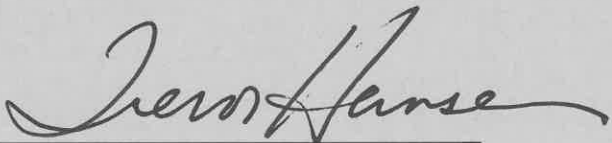
**ARTICLE 2 - UNION RECOGNITION**

**2.02 Bulletin Boards**

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, 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.

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

Dec 1, 2022  
\_\_\_\_\_  
Date



BCAA – SL - 2022  
Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 6, 2023	<b>Time:</b> 1:46 pm
UP4	2.05	amend	

**2.05 Union Leaves**

(a) Employees elected or appointed to attend Executive Board meetings, Executive Council meetings, job steward training, and health and safety training 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).

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 Employer during the previous set of negotiations.

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

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

(b) 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

E&OE

Signed off this

6<sup>th</sup>

day of

February

20

23

For the Union

For the Employer





**BCAA – SL - 2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

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.


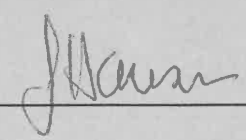
The Employer will bill the Union for all employee costs, including benefits,  
related to the absence.

E&OE

Signed off this 6<sup>th</sup> day of February 20 23

For the Union

For the Employer

DEC 14 2022

10:34 am

**AGREED LANGUAGE - December 14, 2022  
BCAA/MOVEUP  
SERVICE LOCATIONS**

---

**ARTICLE 4 - SENIORITY**

**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 employees will not accrue seniority except as noted within the following paragraph.

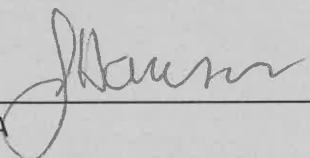
Where a temporary employee moves to regular status, their seniority date will be adjusted to include the following:


- a) all days worked during an assignment that occurred immediately prior to, and without interruption to becoming a regular employee.

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.**

BCAA 

MoveUP 

Date December 14, 2022

**AGREED LANGUAGE – November 4, 2022**  
**BCAA/MOVEUP**  
**SERVICE LOCATIONS**

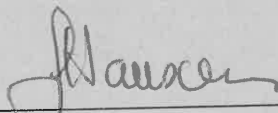
---

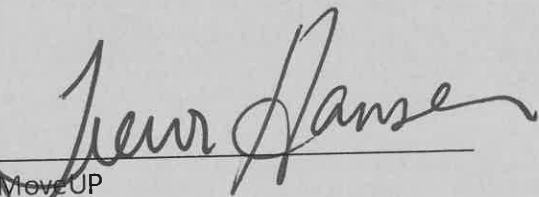
**ARTICLE 6.01 | Job Postings**

When a regular or temporary job vacancy occurs within the bargaining unit and the Employer 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 & Development Department before the closing date of the posting.

An employee must successfully complete probation and have been in their current location for a minimum of 12 months (including their probationary period) before posting on a lateral position. For clarification, a lateral position is one that is in the same salary range, status and is work of a similar nature. If the position cannot be filled through the standard job selection process, an exception to the minimum requirement of twelve (12) months may be granted by the Employer with discussion with the Union on a case by case basis.

Employees who will be absent from work due to sickness, annual vacation, or other authorised leaves may provide a request in writing to the People & Development Department outlining which positions they would like to be considered as an applicant for, should a posting occur during their absence.

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

11 - 04 - 2022  
Date



BCAA - SL - 2022  
Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP15	12.06	<i>delete</i>	

~~12.06 Fam Trips and Tour Hosting~~

~~Overtime rates will not apply to work on Fam Trips or Tour Hosting situations. In such situations the regular base salary, as per schedule "A", will apply and sales targets will be adjusted for the number of working days outside the office.~~

E&OE  
Signed off this 4<sup>th</sup> day of November 2022

For the Union

For the Employer

*Jan Hause*      *Hause*

**AGREED LANGUAGE – November 4, 2022**  
**BCAA/MOVEUP**  
**SERVICE LOCATIONS**

---

**ARTICLE 12.09 | Banking of Overtime**

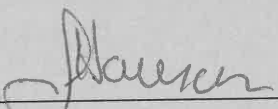
Approved overtime worked will be paid, or at the request of the employee banked. Overtime shall be in equivalent hours to the overtime payment entitlement.

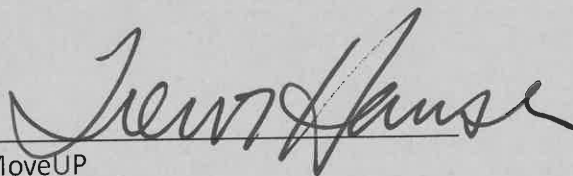
Banked overtime shall not exceed thirty-five (35) hours.

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 September 30th of each year will be paid out.~~

Employees wishing to utilize their banked leave must give their Supervisor thirty (30) days' notice of such request. The Supervisor will respond to the employee within thirty (30) days of the date the request was received. Leave using banked overtime will not be unreasonably denied.

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

11.04.2022  
\_\_\_\_\_  
Date

MAR 16 2023

10:04 AM

AGREED LANGUAGE – March 16, 2023  
BCAA/MOVEUP  
SERVICE LOCATIONS

---

ARTICLE 13 - ANNUAL VACATIONS

13.08 Vacation Scheduling

The Employer shall ~~start the post a form for requesting vacation selection process by~~ **start the** ~~first week of October in the second week of November of each year.~~ **first week of October** in the second week of November of each year. Vacations must be taken in accordance with departmental operating requirements and be approved by the ~~Employer, employee's immediate Supervisor.~~ **Employer**. Regular employees shall select their vacation period(s) prior to ~~December 15<sup>th</sup>~~ **December 1<sup>st</sup>** of each calendar year. Not later than the ~~31<sup>st</sup>~~ **15<sup>th</sup>** of **December** of each year the Employer shall notify employees whether the vacation period(s) selected are approved.

Vacations will be selected in broken periods of up to two (2) continuous weeks in duration. For clarity, continuous means two (2) weeks that are adjacent to one another. A choice of two (2) weeks that are not adjacent will be considered as two (2) separate vacation periods. Employees in each work group shall select their first (1st) vacation period in order of seniority as defined in this Agreement. **Employees will have up to a four (4) hour window to provide their vacation selection.** Once all employees in the work group have selected their first (1st) vacation period then selection of second (2nd) and any subsequent vacation periods will be done in the same manner by seniority. **Employees will have up to a four (4) hour window to provide their vacation selection.** An employee may select adjacent periods for their vacation if they are available.

- 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.

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

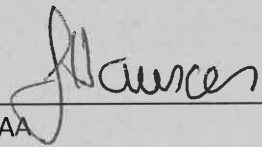
- Employer will post a form regarding staffing operational requirements/limitations and vacation eligibility


TIMING:

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

1. by ~~December 1<sup>st</sup>~~ **October 15<sup>th</sup>**, employees shall designate their first (1<sup>st</sup>) choice;
2. by ~~November 15<sup>th</sup>~~ **1<sup>st</sup>**, employees shall designate their second (2<sup>nd</sup>) choice;
3. by ~~January 1<sup>st</sup>~~ **November 15<sup>th</sup>**, all employees shall designate their third (3<sup>rd</sup>) choice; and
4. by ~~December 15<sup>th</sup>~~ **1<sup>st</sup>**, all employees shall designate their fourth (4<sup>th</sup>) and subsequent choices.

Any employee who does not comply with these requirements will forfeit their turn relating to vacation selection.

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

March 16, 2023  
Date

AGREED LANGUAGE – November 4, 2022  
BCAA/MOVEUP  
SERVICE LOCATIONS

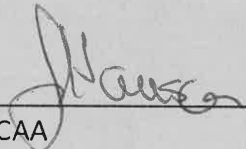
---

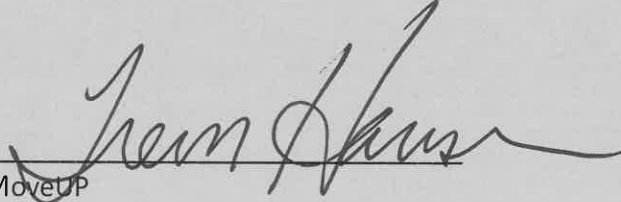
Housekeeping

Name Change Change business name to B.C.A.A. Holdings Ltd.

Art. 7 Change all references from Sales Centres to Service Locations

Art. 11.01 Article 0.06 should be Article 0.07

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

NOVEMBER 4, 2022  
Date

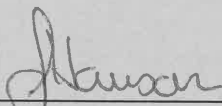


**AGREED LANGUAGE – November 4, 2022**  
**BCAA/MOVEUP**  
**SERVICE LOCATIONS**

---

APPENDIX A POSITION CLASSIFICATIONS

<u>Classification</u>	<u>Salary Range</u>
Member Service Representative	4
Membership Advisor	4
Service Advisor	5
Admin Agent	5
Admin Agent (Floater)	5
Student Service Advisor	5
Insurance Advisor	6
Senior Insurance Advisor	7
<b>Team Lead Trainee</b>	<b>7</b>
Team Lead	8

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

11.04.2022  
\_\_\_\_\_  
Date

AGREED LANGUAGE – November 4, 2022  
BCAA/MOVEUP  
SERVICE LOCATIONS

---

RENEW

Letter of Understanding #1  
(Previously LOU #2)

between

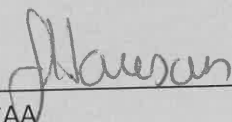
The British Columbia Automobile Association


and

Canadian Office and Professional Employee's Union, Local 378

**Professional Association Dues and Fees**

For the term of this agreement, the Employer will pay such dues and fees for bargaining unit employees to the same level that are provided to non-bargaining unit employees in the same positions.

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

11.04.2022  
\_\_\_\_\_  
Date

**AGREED LANGUAGE – November 4, 2022**  
**BCAA/MOVEUP**  
**SERVICE LOCATIONS**

---

**RENEW**

Letter of Understanding #2  
(Previously LOU #8)

between

The British Columbia Automobile Association

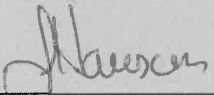
and

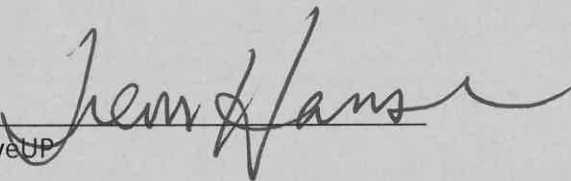
Canadian Office and Professional Employee's Union, Local 378

**Performance and Long Service Payments**

Employees covered by this Agreement will continue to participate in the employers Performance Incentive Plan as may be provided to other non-bargaining unit employees.

Should the employer provide a lump sum cash payment to non-bargaining unit employees at the top of the salary range, then the same lump sum payment will apply to bargaining unit employees.

  
\_\_\_\_\_  
BCAA

  
\_\_\_\_\_  
MoveUP

11.04.2022  
\_\_\_\_\_  
Date