

**BY EMAIL:** [thansen@moveuptogether.ca](mailto:thansen@moveuptogether.ca)

December 9, 2025

MoveUP  
301 - 4501 Kingsway  
Burnaby, BC V5H 0E5

**Attention:** **Trevor Hansen, Senior Union Representative**

Dear Trevor:

**Re:** **Legal Based and Prioritized Hiring**

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Whereas:

- A. the Employer continues to transition its business model from the tort-based book of business ("Legal Based") to Enhanced Care;
- B. The Employer has identified potential future hiring needs in several roles applicable to active and inactive employees, excluding those on LTD, LTD pending, or LTD denied status, whose primary role is an Impacted Legal Based Non-LOU 34 role per paragraph 1 (the "Subject Employees").

The Parties agree on a without prejudice and precedent basis, as below:

1. Impacted Legal Based Non-LOU 34 roles, are identified as follows:
  - a. Claims Support Assistant (806)
  - b. Administrative Assistant – Litigation (Job Code: 825)
  - c. Legal Assistant – Litigation (Job Code: 403)
  - d. Legal Billing Representative (Job Code: 117671)
  - e. Litigation Systems Support Assistant (Job Code: 200324)
  - f. Paralegal (Job Code: 406)
  - g. Reporting Analyst (Job Code: 179614)
  - h. Mail Delivery Clerk (Job Code: 845)
2. The Employer has identified potential hiring in the following targeted positions:
  - a. Claims Contact Representative (Job Code: 937)
  - b. Auto Claims Specialist I (Job Code: 800)
  - c. Benefit Support Coordinator (290069)
  - d. Customer Contact Representative II (215)
  - e. Client Service Representative (02071)
  - f. Customer Contact Representative II - Driver Licensing (258601)
3. Prior to the first posting, the Employer will take all reasonable steps to notify Subject Employees of this agreement. Postings pursuant to this agreement will be posted on the Corporation's external careers site and copied to the Union at the time of posting

4. Postings will be pursuant to the below:
  - a. The Employer will post each posting subject to this agreement to its external careers site, indicating it is an internal posting, and that Subject Employees are to be prioritized.
  - b. The Subject Employees in positions noted in paragraph 1 must apply to each individual posting.
  - c. The Employer will consider candidates from the Impacted Legal Based Non-LOU 34 roles for recruitment of roles in paragraph 2 prior to consideration of other qualified candidates until March 31, 2026. Upon mutual agreement of the Parties, the Employer may consider candidates from the Impacted Legal Based Non-LOU 34 roles for recruitment of roles in paragraph 2 prior to consideration of other qualified candidates between April 1, 2026 and May 29, 2026.
  - d. The Employer may, upon mutual agreement of the Union, first make the posting available only to those employees in positions noted in paragraph 1.
  - e. Selection of Subject Employees in paragraph 1 will be based on knowledge, skills, and ability pursuant to Article 7.03(b). Where the knowledge, skills, and ability are relatively equal, seniority will be the determining factor.
  - f. Where an insufficient number of candidates in the positions noted in paragraph 1 demonstrate the requisite knowledge, skills, and ability for the posted position, the Employer may then fill the vacancies pursuant to Article 7.
  - g. The Union agrees to extend the requirement in Article 7.01(j) that successful candidates are to assume the duties of the posted position not later than six (6) weeks from the date of notification of selection and that successful candidates are to receive pay of the higher graded role four (4) weeks from the date of notification. For the purposes of Prioritized Hiring, successful candidates shall assume the duties of the posted position no later than three (3) months from the date of notification of selection and the successful candidate shall receive the pay of the higher graded role, where applicable, no later than two (2) months from the date of notification.
5. The Parties agree that Article 7.07(a) shall not apply to those who are hired into the positions noted in paragraph 2 pursuant to this Agreement.
6. The Parties agree that, when required to do so under article 5.03 or as part of an accommodation under the *BC Human Rights Code*, the employer may first place employees into one of the positions listed under paragraph number 2.

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7. This agreement does not prevent the Employer from commencing Article 8 or Article 9 layoff procedures for those positions identified in paragraph 1.
8. Successful candidates from the positions noted in paragraph 1 must pass the standard applicable pre-employment checks related to the position, which may include a criminal record check pursuant *Criminal Records Review Act (CRRA)*, BC Driver's License Review: Summary of Contravention(s), completion of a Pre-Placement Health Assessment – Level II, and applicable standardization tests. In the event a successful candidate does not pass these requirements, the Parties agree that the employee will return to their original position noted in paragraph 1. The Union agrees to waive any and all posting requirements to facilitate such move.
9. After March 31, 2026 and until November 30, 2027, any employee whose primary role is listed in paragraph 1 and is medically cleared to return to work from LTD, LTD pending, or LTD denied status will be reviewed on a case-by-case basis by the Employer, in consultation with the Union, to determine whether any equivalent positions, including those under paragraph number 2, are available for placement to best honour the intent of this Agreement, subject to the operational needs of the employer, medical limitations and restrictions of the employee, and the employee's knowledge, skills, and ability to perform the role. Where such placement cannot be made the collective agreement shall apply.

If the above is agreeable, please sign below and return to the writer at your earliest opportunity.



Gilbert Astorga  
Manager, Employee Relations

December 15, 2025

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Date Signed



Trevor Hansen  
Senior Union Representative

December 11, 2025

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Date Signed