

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN NORTHERN SHIELD

(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 October 1, 2017 to September 30, 2021, 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 the date of ratification to September 30, 2023.
5. 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.

6. 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.
7. 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.
8. 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 _____, B.C. this _____ day of _____, 2021.

For the Union

For the Employer

APPENDIX "A"

UP1 - Articles 0.01 & 0.02 Duration & Retroactivity

AGREED – SUBJECT TO PACKAGE AGREEMENT

Amend as follows :

0.01 Date of Effect

The following provisions shall take effect and be binding upon the Company and the Union for a period commencing the first (1st) day of October, **2021**, and ending the thirtieth (30th) day of September, **2023**, SAVE and EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

0.02 Retro-Activity

Except as otherwise indicated, the following provisions of this agreement shall come into force and effect on and shall be fully retroactive to and including the date of ratification of this Collective Agreement ~~March 29, 2018.~~ _____

Retroactive adjustments for the period between the expiration of the previous agreement and the date of the signing of this agreement shall apply to:

- a) Employees who are in the employ of the Employer on the date of this agreement; and
- b) Employees whose employment with the Employer terminated during the above-mentioned period.

Agreed and signed this 20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP #3 UNION REP TRAINING 2.04

Add 2.04 and renumber remainder of article accordingly

2.04 Trainee Union Representatives

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions :

- the time of the leave will be subject to departmental operating considerations;
- the period of absence will be for **no less than** ~~at least four (4) continuous months, and will not exceed~~ twelve (12) continuous months, unless otherwise agreed by the Employer.
- the Union will **endeavour to** provide, **whenever possible,** at least three (3) calendar months' notice

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP#4 UNION ORIENTATION

2.08 New Employee Union Orientation

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to their Job Steward as part of their orientation to the department. In addition, the Company agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, for a period of up to ~~thirty (30)~~ sixty (60) minutes. The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Company and the Union. The time and location of the meeting will be subject to approval by management. Job Stewards will be provided with notice of new hires from HR within the calendar month of hire so that they may schedule orientation sessions.

Agreed and signed this 31 day of mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Article 3.06: General Grievance Procedure E1

Amend as follows:

3.06 General Grievance Procedure

The parties to this agreement agree that it is important to resolve complaints and grievances as quickly as possible.

Stage I

Should a grievance occur, it shall be submitted by the employee, or the Job Steward on behalf of the employee, to the Manager, in writing with a copy to the Union and to the Manager Human Resources, not later than fifteen (15) calendar days from the date the employee was advised of the event leading to the grievance.

Within seven (7) calendar days of receipt of such Stage I grievance, the Manager, or their designate, will discuss the grievance jointly with the Job Steward and employee. The Manager, or their designate, will render a decision in writing to the Job Steward with a copy to the employee, the Union and the Manager, Human Resources, within fifteen (15) calendar days of the date of the discussion at Stage I.

Stage II

- a) Should a grievance be unresolved at Stage I, the Union may refer the matter to Stage II by writing the Manager, Human Resources, within fifteen (15) calendar days of receipt of the Manager's decision at Stage I.
- b) Within twenty (20) calendar days of receipt of the Union's referral to Stage II, a member of the Union staff and the Manager, Human Resources, will meet and initiate a joint investigation in an effort to resolve the dispute. If the parties are unable to resolve the dispute the Union may refer the matter to Stage III within fifteen (15) calendar days from the date of the discussions at Stage II.

Stage III

A grievance referred by the Union to Stage III will be in writing to the ~~Vice President~~ **Director** (in the grievor's operational unit).

Within fifteen (15) calendar days of receipt of the Union's referral to Stage III the ~~Vice President~~ **Director** (in the grievor's operational unit), or designate will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the ~~Vice President~~ **Director** (in the grievor's operational unit), or designate, will submit the Company's decision to the Union in writing.

Within fifteen (15) calendar days of receipt of the Company's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.07.

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP5 - Article 5.03 - PIP

5.03 Performance Related Inadequacies and Performance Improvement Plans

A regular employee not covered by Article 6.01 may be placed on a special program to correct inadequate performance. Prior thereto the Company will provide a written notice to the employee with a copy to the Union outlining the inadequacies.

The employee will be given a period of up to three (3) months from the date of such notice during which the employee and the supervisor will endeavour to raise the employee's performance to an adequate level. This period will not be less than three (3) months unless otherwise agreed by the parties.

~~An employee who fails to improve their performance to an adequate level by the end of the above stated period may be terminated in accordance with Article 5.05.~~

Where an employee's performance fails to improve to an acceptable level by the end of the above-stated period, the Employer will endeavour, whenever operationally possible, to place the employee in a job more suited to the employee's aptitude, skills and abilities, provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation not to exceed thirty (30) working days.

Should no job be available which is suitable to the employee's aptitude, skills, and abilities, their employment may be terminated in accordance with Article 5.05.

Agreed and signed this 8th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP#6 Personnel Files – 5.08

5.08 Removal of Adverse Reports from Personnel Files

- a) The Company agrees to remove from an employee’s personnel file any adverse report, which is of a ~~punitive~~ disciplinary nature after one (1) year provided no further such reports have been issued within that period.

- b) The Company agrees to remove from an employee’s personnel file any reference to a special program to correct inadequate performance – pursuant to Section 5.03 of this Agreement – after a period of two (2) years provided the employee was successful in meeting an acceptable level of performance in the applicable job and has maintained an acceptable level of performance throughout the two (2) year period.

Agreed and signed this 31 day of mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Article 6: Employee Definitions and Benefits E2

Amend as follows:

ARTICLE 6

EMPLOYEE DEFINITIONS AND BENEFITS

6.02

...

b) Full-Time Regular Employees – Benefit Limitations

Full-time regular employees shall be entitled to all benefits of this Agreement except as limited during the probationary period. During the probationary period full-time regular employees shall not be eligible for coverage under the ~~Dental Plan and the~~ Long Term Disability Plan, but shall receive coverage under ~~the B.C. Medical Plan,~~ the Extended Health **and Dental** Benefits Plan, and the Group Insurance Plan.

Upon completion of the probationary period, a full-time regular employee will be credited with service back to the date of hire for purpose of determining all benefits under this Agreement.

Except as provided for in 6.04 (a) (ii), by agreement with the Union the Company may hire a temporary employee to fill a full-time regular position as defined above.

A full-time temporary employee who is successful in securing a regular position while a temporary employee shall have the term of employment since their last date of hire as a temporary employee applied towards the waiting periods for all welfare benefit plans. Those who have served the required waiting periods will be immediately eligible for coverage under those welfare benefit plans provided to full-time regular employees.

6.03

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b) Part-Time Regular Employees – Benefit Limitations

- i) Will conclude their probationary periods after having worked the equivalent hours as described for the probationary period.
- ii) Will be credited with seniority and service back to date of hire upon completion of the probationary period, and such credit during that period and henceforth shall be in accordance with the hours worked for the Company provided the employee retains membership in the Union for that period.

- iii) Will be laid off in accordance with their seniority within their department, and will only be eligible for recall to a part-time or temporary position within that department. No part-time regular employee will exercise bumping or recall rights over a full-time regular employee.
- iv) Will not have any rights under Technological or Procedural Change.
- v) Will not be entitled to coverage under the Dental Plan, Long Term Disability Plan, Group Life Insurance Plan, ~~**B.C. Medical Services Plan**~~, or Extended Health Benefits Plan. In lieu thereof, part-time regular employees will be paid at the rate of 108% of the rate they would have otherwise attained.
- vi) Will be entitled to receive sick leave on a pro rata basis to cover scheduled days of work.
- vii) Will be remunerated bi-weekly for vacations and holidays at the rate of 10.4% of gross earnings during each calendar year. The above compensation represents the part-time employee's total claim for vacation and statutory holiday pay.
- viii) May be terminated in accordance with this Agreement, except that pay in lieu of any notice shall be calculated on the basis of scheduled working days or hours within the period of required notice. Any severance pay which may be due as a result of action taken under Article 8 will be calculated on a pro rata basis in relation to the time worked.
- ix) Will receive salary step increases in accordance with their accumulated service.
- x) Part-time regular employees will have the right to apply for full-time regular positions within the Company after the completion of their probationary period but seniority shall be determined under (ii) above.
- xi) Will have their salaries calculated by multiplying their appropriate hourly rate times the hours worked.

6.04

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b) Full-Time Temporary Employees – Benefit Limitations

Full-time temporary employees shall be entitled to all the benefits of this Agreement, except that full-time temporary employees:

- i) will be governed by Article 6.01 during their probationary period.
- ii) will not have any rights under the notice, severance, layoff and recall provisions of Article 8. However, the Company will advise such employees of a pending layoff as early as possible.
- iii) Will not have any rights under Technological and Procedural Change.
- iv) Will receive pay for annual vacations and statutory holiday's bi-weekly.
- v) Will not be entitled to coverage under the Dental Plan, Long Term Disability Plan, Group Life Insurance Plan, ~~**B.C. Medical Services Plan**~~, or Extended Health Benefits Plan. In lieu thereof, full-time

temporary employees will be paid at the rate of 108% of the rate they would have otherwise attained.

- vi) Will be entitled to benefits under the Short Term Disability Plan upon the completion of their probationary period in accordance with Article 16.03.
- vii) Can apply for other bargaining unit positions and be accepted for same after completion of the probationary period except that in such instances the full-time temporary employee may be retained by the Company in their original position until their temporary assignment is concluded.

...

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



E#11 Article 6.04(b): Full-Time Temporary Employees – Benefit Limitations

6.04

...

b) Full-Time Temporary Employees – Benefit Limitations

Full-time temporary employees shall be entitled to all the benefits of this Agreement, except that full-time temporary employees:

...

- vii) Can apply for other bargaining unit positions and be accepted for same after completion of the probationary period except that in such instances the full-time temporary employee may be retained by the Company in their original position until their temporary assignment is concluded.

Notwithstanding the forgoing, a full-time temporary employee's application for another bargaining unit position may be denied if the business need to fill the vacancy does not permit the start date to be delayed until the temporary assignment is concluded. In such cases, before denying the application, the Company shall post the Full-time temporary employee's temporary assignment, externally, for two (2) weeks and attempt to fill that assignment so as to make the incumbent full-time temporary employee available for the vacant position.

...

Agreed and signed this 6 day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



E12/U7 - Article 7: Job Postings and Competitions

Amend as follows:

ARTICLE 7

JOB POSTINGS AND COMPETITIONS

7.01 Job Postings

- a) Except as otherwise provided for in this Agreement, all regular job vacancies will be posted in accordance with this Article unless otherwise specifically agreed to by the Union.
- b) ~~Except for those agreed variations covered in Article 7.05 or 7.06, a~~**All** regular job vacancies will be posted for five (5) working days ~~at all of the Company's work locations,~~ unless otherwise specifically agreed to by the Union. ~~Except as provided in Article 7.01 k), regular job~~ **Job** vacancies will ~~not be advertised~~ **be advertised internally and externally simultaneously. No external applicants will be considered** until all internal applicants ~~are~~ **have been** considered in accordance with Article 7.03, and rejected.
- c) The closing date of any job posting will not expire until the job has been posted on the Employer's intranet for a minimum of five (5) working days. Any applicant will have their job application accepted by the Company provided it is submitted online by the closing date.
- d) The job posting shall contain all relevant information including job title, work location, duties, qualifications, salary range, special conditions, status (regular or temporary, etc.) and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.
- e) Late applications due to sickness, vacation or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In situations where late applications are submitted, the cause for the application being late must be indicated on the application.
- f) The Company will provide copies of all job postings to the Union office as part of the normal posting distribution.
- g) The Company will provide written acknowledgement of each application received, and each **rejected** applicant will subsequently be advised ~~in writing~~ of the name, ~~and~~ seniority date of the successful applicant, **and reason for rejection.**
- h) Unless otherwise agreed to by the parties, the Union shall be advised ~~one (1) calendar week prior to any~~ **when the Company hires an applicant** from outside the bargaining unit when there are bargaining unit applicants involved in the specific job posting and the Company will provide the following information:

- i. the posting number of the position to be filled; **and**
 - ~~ii. names of bargaining unit applicants who applied for the position; and~~
 - iii. reasons for selection outside the bargaining unit.
- i) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and will be reimbursed for all expenses incurred as in Article 19.
- j) The successful applicant shall assume the duties of the new job not later than six (6) weeks from the date of notification of selection, unless otherwise agreed with the employee. Temporary employees who successfully apply for other positions may be retained in their temporary position for their period of temporary assignment at the discretion of the Company. ~~In any event, however, employees will be paid at the new higher rate either the date they assume the new position or four (4) weeks from the date of notification of selection, whichever first occurs.~~
- k) ~~The parties hereto agree that in certain limited instances, and particularly those involving the replacement of specialized personnel, it is unlikely that job postings will produce applications from within the bargaining unit who will have the prerequisite education and experience or equivalent to perform such jobs. In order to expedite the hiring process in such instances, the Company may advertise outside the bargaining unit during the posting period provided the Union is notified in advance and the job posting contains a statement outlining the Company's action and reason thereto. The statement will further request employees who believe they have the prerequisite education and experience, or equivalent, to ensure that they submit their applications for consideration. External applicants will not be considered for placement in a bargaining unit position until all internal applicants are considered in accordance with Article 7.03, and rejected. The Company does agree, however, that advertising outside the bargaining unit during the posting period will be avoided wherever possible in the interest of good employee relations.~~
- l) Jobs which are posted and not filled within a period of four (4) months, shall be reposted prior to being filled.
- m) The following conditions will apply in situations where Union approval is given to restrict a job posting to a department, headquarter, or job classification. These conditions apply only to restricted job postings beyond those already provided for in Article 7.06.
 - 1. No position vacancy within the department/functional unit will actually exist. Rather, a realignment of staff to more appropriately reflect the nature of the workload is required. This may include organizational changes resulting from the introduction of a technological or procedural change, where jobs within a department/functional unit are upgraded.
 - 2. The result of not restricting the job posting to a department/functional unit would result in the displacement of staff from that department if a selected candidate were brought in from outside the department/functional unit.

3. In situations where an employee is promoted as a result of a restricted job posting, and the basis of the restricted posting was for reasons other than a technological or procedural change, the parties agree that:
 - i) should a vacancy (additional to complement) occur at the job level from which the employee was promoted within three (3) months of the promotion; or
 - ii) should a redundancy occur at the job level which the employee was promoted into within six (6) months of the promotion, then the promoted employee will be subject to displacement, and will revert to their former classification.
4. In the event that there is no qualified applicant for the restricted job posting, the job will be posted in accordance with Article 7 prior to recruitment from outside the Company.

...

~~7.06 — Limited Postings and Standing Applications~~

- ~~a) — Job vacancies in salary groups 2 and 3 will not be posted.~~
- ~~b) — Job vacancies in salary group 4 will be posted in the applicable headquarter only. (Reference 19.01). Should any employee wish to be considered for any specific job in salary groups 1 to 4 inclusive, which the Company is not required to post at their headquarter, the employee may apply by submitting in writing a standing application for that job to the Manager, Human Resources. The employee in such instances will be advised of all vacancies and selections for that job on the same basis as if the specific job were bulletined. The employee will have complete recourse to the grievance procedure as outlined in this Article to resolve any dispute.~~

~~Standing applications will not be accepted for positions in salary group 5 and above.~~

~~Employees are required to reaffirm their standing application every four (4) months.~~

...

~~7.09 — Lateral Exchange of Employees~~

~~The following provisions are understood and agreed upon:~~

~~The parties to this agreement will cooperate in facilitating exchange transfers between regular employees subject to Article 7.07 and the following conditions:~~

- ~~a) — this will be a voluntary action at the employee's request;~~
- ~~b) — there will be no expenses paid by the company;~~
- ~~e) — the exchange transfer must be at the same job;~~


- d) ~~the exchange transfer must be between employees who are each capable of performing the new job;~~
- e) ~~the Company must concur with the exchange transfer and such exchange transfer shall not be unreasonably denied, subject to Article 7.07;~~
- f) ~~this will be a once only opportunity for any regular employee.~~

7.1008 Hiring from Outside the Company

- a) The parties agree that the Company requires some flexibility in recruiting for specific positions in order to bring people from outside the Company with acquired skills and abilities into these positions.
- b) The parties agree that the Company can hire externally in each calendar year into no more than ~~two~~ **one (1)** positions, at the Company's discretion, in each calendar year without any internal posting or competition. **Additional positions may be hired without any internal posting or competition, subject to mutual agreement between the Parties.**
- c) In order to give interested employees an opportunity to make their interests known, the Company will advertise the positions for five (5) working days ~~at all the Company's work locations.~~
- d) The Union will be notified in writing of employees hired under this Article.

Agreed and signed this 8th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP8 - Article 8.05 Severance Pay

AGREED – SUBJECT TO PACKAGE AGREEMENT

Amend as follows :

8.05 Severance Pay

a) Any regular employee who has received written notice of layoff in accordance with the foregoing and declines placement into a vacant position or does not or is unable to elect bumping rights under Article 8.03 will be laid off with severance pay as follows:

_____ Completed Years _____	_____ Weeks Severance Pay _____
_____ of Service _____	_____ (Regular Wages) _____
_____ <2 years _____	_____ 7 weeks _____
_____ 3 years _____	_____ 8 weeks _____
_____ 4 years _____	_____ 9 weeks _____
_____ 5 years _____	_____ 10 weeks _____
_____ 6 years or more _____	_____ 12 weeks, plus 2 weeks for each additional _____
_____ _____	_____ full year of service in excess of 6 years _____

<u>Completed Years</u>	<u>Weeks' Severance Pay</u>
<u>of Service</u>	<u>(Regular Wages)</u>

<u>Less than 3 years</u>	<u>7 weeks</u>
1 year and under	

2 years	8 weeks
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<u>3 years</u>	<u>9 weeks</u>
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<u>4 years</u>	<u>10 weeks</u>
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<u>5 years or more</u>	<u>12 weeks, plus 2 weeks for each additional</u>
	<u>full year of service in excess of 5 years</u>

- b) An employee laid off under this Article may elect at time of layoff to:
- i) take a lump sum payment equivalent to the full amount of their severance entitlement, or
 - ii) take their severance in the most tax advantageous manner permissible by law.

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)

For the Employer (Canadian Northern Shield)

Article 11.16 Notification and Limitations

Amend as follows:

11.16 Notification and Limitations

- a) Employees required to perform a higher grade job in an acting capacity will be advised in writing, with a copy to the Union, stating the commencement date, job title, salary adjustment, and duration of the acting capacity.
- b) Acting appointments will be limited to projects or work assignments not exceeding ~~six (6)~~ **twelve (12)** months in duration. Extensions to such appointments beyond ~~six (6)~~ **twelve (12)** months will be by mutual agreement with the Union.

Agreed and signed this ³¹ _____ day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



E25 - Article 11.18 Application of Wage Increases to Red Circled Salaries

AGREED – SUBJECT TO PACKAGE AGREEMENT

ER will withdraws E25 – re Article 11.18

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

E23/UP9/UP25 - Article 11.20: General Salary Increases

Existing Language:

11.20 General Salary Increases

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix “B”. All Employees shall receive general increases on the dates set out in Appendix “B” in accordance with the following schedule:

Increase the 01 October 2016 salary scales in Appendix “B” as follows:

- a) 01 October 2017 1.0%
- b) 01 October 2018 0.5%
- c) 01 October 2019 1.5%
- d) 01 October 2020 1.5%

Amend as follows:

11.20 General Salary Increases

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix “B”. All Employees shall receive general increases on the dates set out in Appendix “B” in accordance with the following schedule:

Increase the 01 October **2020** salary scales in Appendix “B” as follows:

- a) 01 **January 2022** **1.5%**
- b) 01 **January 2023** **0.5%**

And – Amend App. B – Wage Grid

Agreed and signed this 20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



E16 - Article 13.08 Banking Overtime

Amend as follows:

13.08 Banking Overtime

- a) Regular employees who work overtime may transfer to an Overtime Leave Bank up to 100% of the overtime hours earned to be taken as time off in lieu of wages providing that the total number of hours transferred to the Overtime Leave Bank at any one time shall not exceed 37.5. The maximum leave taken under this Article will be 37.5 hours in any calendar year. Any **balance remaining in an employee's Overtime Leave Bank at the end of the calendar year and banked overtime beyond this** will be paid at the end of the calendar year at the rate it was earned.

- b) Overtime leave will be subject to essential departmental requirements and it will not be unreasonably denied. It must be taken prior to any leave of absence without pay unless otherwise agreed by the parties. It will not take precedence over another employee's vacation leave.

- c) Overtime leave shall be the equivalent in hours to the overtime payment entitlement, e.g., one (1) hour of overtime worked prior to or following a regular shift or work-day at time and one-half rate equals one and one-half hours paid leave.

Agreed and signed this 8th day of April, 2021.

For the Union (MoveUP)


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For the Employer (Canadian Northern Shield)



E29 - Article 14.01 Vacation

AGREED – SUBJECT TO PACKAGE AGREEMENT


Amend as follows:

Except as otherwise provided in this Agreement, the provisions of this section will apply to all bargaining unit employees.

- a) Employees will indicate when they wish to take vacation for the current calendar year, and whether they wish to carry over any of their vacation entitlement into the next calendar year in accordance with Article 14.10 of this Agreement, by February 1st of the current calendar year. Employees who fail to indicate their vacation preference by February 1st will forfeit their preferential rights and unless otherwise agreed to by the manager will be required to request vacation time not less than six (6) weeks in advance of the period being requested.
- b) A vacation schedule will be prepared and posted no later than November 1st in the year preceding the applicable vacation year..
- c)
 - i. Employees will accrue vacation credits between January 1st and December 31st during each year of service. Such vacation accrual will be prorated for an Employee's first year of hire. Any fraction of a day's credit will be treated as a whole day.
 - ~~ii. All vacation credits accrued to each Employee from July 1st to December 31st, 2010 will be placed in the Employee's time bank as of January 1st, 2011. At the Employee's option, they may elect to either take a payout for the vacation credits flowing from this transition or take the vacation credits as time off between January 1st, 2011 and December 31st, 2012. Employees electing to take a payout shall be paid no later than the second pay day following ratification of this Collective Agreement. Banked vacation credits will not be scheduled until all Employees' current year's vacation accrual has been scheduled in accordance with Article 14, and will be subject to operational requirements.~~
- d) An employee may take vacation leave in each calendar year (January 1st to December 31st) equal to the number of vacation credits accruing to the employee during this period.

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Amend as follows:

E3 -- 14.05 Vacation Upon Termination

- a) Employees (including those who have not completed one full year of employment) who have earned but have unused vacation when terminating employment, will receive vacation pay on their final pay.
- b) Payment of outstanding vacation amounts will be determined based on the employee's annual vacation entitlement and vacation taken in the calendar year.

<u>Annual Entitlement</u>	<u>Accrual Rate</u>
<u>15</u>	<u>6%</u>
<u>20</u>	<u>8%</u>
<u>21</u>	<u>8.4%</u>
<u>22</u>	<u>8.8%</u>
<u>23</u>	<u>9.2%</u>
<u>24</u>	<u>9.6%</u>
<u>25</u>	<u>10%</u>
<u>26</u>	<u>10.4%</u>
<u>27</u>	<u>10.8%</u>
<u>28</u>	<u>11.2%</u>
<u>29</u>	<u>11.6%</u>
<u>30</u>	<u>12%</u>

- c) Payment of outstanding vacation amounts is calculated using the vacation rate in 14.05(b), and based on their gross earnings for that calendar year.
- d) Any regular employee who terminates service prior to their first anniversary will receive 6% of gross earnings from date of hire less any pay actually received from vacation taken.
- e) If an employee leaves the company and has taken more vacation in the current year than the employee has accrued during the time worked, the over-payment will be deducted from final earnings.

Agreed and signed this 7th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP13 - 14.13 - Accrual of Vacation Credits While on Leaves

AGREED – SUBJECT TO PACKAGE AGREEMENT

14.13 Accrual of Vacation Credits While on Leaves

- a) **Employees who are on an authorized leave of absence ~~sick leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or any combination of the above,~~ will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months, providing the employee returns to work.**

- b) ~~Employees on authorized absences other than those covered by paragraph (a) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.~~

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)


Type text here

For the Employer (Canadian Northern Shield)



E17 - Article 15.01: Statutory Holidays

AGREED – SUBJECT TO PACKAGE AGREEMENT

Amend as follows:

STATUTORY HOLIDAYS

15.01 Paid Holidays

a) For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day

Labour Day

Family Day

Thanksgiving Day

Good Friday

Remembrance Day

~~Easter Monday~~

Christmas Eve

Victoria Day

Christmas Day

Canada Day

Boxing Day

B.C. Day

b) In addition, any other general holiday(s) proclaimed by the Government of Canada or the Government of British Columbia will be recognized by the Company as a holiday with pay.

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)


Type text here

For the Employer (Canadian Northern Shield)



Article 17.01: Welfare Benefit Program E4

Amend as follows:

17.01 Welfare Benefit Program

The Company shall provide a welfare benefit program consistent with the benefits and options currently provided to all RSA employees and which shall include coverage for ~~BC MSP insurance~~, extended health & dental insurance, AD&D insurance (including employee paid optional coverage) and access to an employee assistance program (the "RSA Welfare Benefit Program").

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)





**Canadian Northern Shield
PROPOSALS 2021
Employer Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
EP18 UCPv1	17.09	2021 03 31 200 PM	

Amend as follows:

17.09 Maintenance of Welfare Benefit Plans

- a) The Company and Union will jointly review the Benefit Plans ~~on a bi-annual basis or at the request of either Party~~ **once mid-contract** with the intent of ensuring that the benefit plan coverage continues to meet the needs of the employees without incurring significant premium increases for the employer. The parties will work in partnership to educate and inform employees on the use and value of the Benefit Plans.
- b) Coverage may be provided through an alternative carrier, however the equivalent benefits and benefit entitlements as provided by the RSA Welfare Benefit Program ~~in effect at the date of ratification~~ shall remain in effect throughout the term of this Agreement.

E&OE
Signed off this 6th day of **April, 2021**

For the Union

For the Employer

E33/E5 - Article 18: Leave of Absence

Employer withdraws E33

Employer maintains E5

AGREED – SUBJECT TO PACKAGE AGREEMENT

Amend as follows:

Article 18.05: Pregnancy, Parental and Adoption Leave

A pregnant regular employee shall be eligible for up to seventeen (17) weeks pregnancy leave to be taken in accordance with the provisions of the Employment Standards Act. At the request of the employee, the Company will provide the employee with a written statement of conditions applying to the requested leave.

A regular employee who utilizes the pregnancy leave will be eligible for a further ~~thirty-five (35)~~ **sixty-one (61)** weeks of unpaid parental leave in accordance with the provisions of the Employment Standards Act. If a regular employee has not utilized the above mentioned pregnancy leave, or if they are a birthing father, or adoptive parent, they will be eligible for unpaid parental leave of up to ~~thirty-seven (37)~~ **sixty-two (62)** weeks to be taken in accordance with the Employment Standards Act.

Notification of the leave request must be provided to the Company 4 weeks prior to the desired leave date.

An employee desiring to return to work following pregnancy, parental or adoption leave shall notify the Company no later than four weeks prior to the desired date of return. On return from this leave, the employee will be reinstated in their former position and receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that the employee was on leave.

In the event the employee's spouse is an employee of the Company, the leave provisions will be available to only one of the two employees.

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP18 - 18.12 -- COMPASSIONATE CARE LEAVE REWRITE

AGREED – SUBJECT TO PACKAGE AGREEMENT

18.12 ~~Critical Care or Elder Care Leave~~ Compassionate Care Leave

a. ~~Employees who have completed not less than three (3) years of continuous service with the Company will be granted a leave of absence without pay for a period not to exceed twelve (12) months, for the purposes of attending to the long term care needs of an immediate family member who is suffering from a serious illness. Immediate family member is defined as: a spouse, common law spouse, mother, father; sister, brother, son, daughter, step child, grandparent, grandchild, or legal guardian or a person who has been a permanent resident of the employee's home for a minimum of one year. At the sole discretion of the Company the 3 years continuous service requirements may be waived.~~

b. "family member" means:

in relation to an employee:

the employee's spouse, child, parent, sibling, grandchild, grandparent, aunt or uncle, niece or nephew, current or former foster parent, ward, guardian, current or former foster child or any person who lives with the employee as a member of the employee's family

or in relation to an employee's spouse:

the spouse's child, parent or step-parent, sibling, step-sibling, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, current or former ward;

or anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership.

[...]

Agreed and signed this 20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Article 19.01: Headquarters and Departments E6

Amend as follows:

19.01 Headquarters and Departments

- a) Each employee will have an established headquarter which will be the location where the employee normally works, reports for work, or the location to which the employee returns between jobs and will be a permanently established Company place of business unless otherwise specifically agreed by the parties. Under this clause the homes of **Field Adjusters resident adjusters** will be considered the established headquarters for those employees and classifications in the absence of a permanent Company office. (Reference 8.03 (h)).
- b) In the event of a lack of space in a headquarter the Company establishes a satellite office in a separate building then for purposes of this article the satellite office shall be considered one and the same as the headquarter office and employees at the satellite office will have the same access to job postings as if they were in the headquarter office.
- c) The departments as at the date of signing this Agreement are:
- Claims
 - ~~Corporate Services~~
 - Commercial Insurance
 - Personal Insurance
 - Information Services

The Company will advise the Union in writing of any changes to this list as they occur. All other references to “department” in this Agreement relate to the organizational unit reporting to the first level of management.

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Article 19.08: Moving Expenses E7

Amend as follows:

19.08 Moving Expenses

...

- c) An employee whose change in headquarter results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Company.
 - i) When a change in the location of the headquarter occurs to reduce overall office space lease costs or due to the expiry of an office space lease, employees at that headquarter will not be entitled to moving expenses unless otherwise agreed by the Company.
 - ii) In the case of the Vancouver Headquarter, 19.08c, (i) shall apply provided the new headquarter is within a region including West Vancouver, North Vancouver, Coquitlam, Port Coquitlam, Pitt Meadows, Langley, Surrey and Delta.
 - ~~iii) In the case of the Kelowna headquarters 19.08c, (i) shall apply provided the new headquarter is within an area serviced by public transit.~~

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)





**Canadian Northern Shield
PROPOSALS 2021
Employer Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
EP19	Article 20.02	2020 03 31 200 PM	

Article 20.02: Joint Training Committee

Amend as follows:

20.01 Joint Training Committee

There shall be a Joint Training Committee consisting of one (1) representative of Management and one (1) employee representative designated by the Union. The Committee shall function on a continuing basis and shall meet at least ~~two (2) times per year~~ annually, and at any other times the Committee deems necessary.

The Joint Training Committee shall consider and review: training needs of employees and career planning; trends in education and employee development; and any other training issues. In addition, the Committee shall review upon application of an affected employee(s) the reasons for denial of a request for training and make such recommendation as may be appropriate under the circumstances to the Manager, Human Resources regarding its findings. Such recommendations shall be in writing with a copy to the Union and the affected employee(s).

The Committee will meet during working hours and such time will be paid as time worked.

E&OE

Signed off this 6th day of **April, 2021**

For the Union

For the Employer

20.07 Cross-training Education Opportunities

Employees shall be encouraged to learn the duties of other positions and every **reasonable** opportunity shall be afforded them to learn the work of such other positions during their working hours when it will not **unduly** interfere with the performance of their duties **or the duties of their co-workers**. The Employer will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions, **and demonstrated successful performance in their current position and possesses the necessary skills, qualifications and aptitude for potential success in the position in question. This Article contemplates the pursuit of training opportunities within an employee's own Headquarters.**

Agreed and signed this 6 day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Article 20.06: Cooperative Education, General Insurance Program

Amend as follows:

20.06 Cooperative Education, General Insurance Program

~~A committee will be formed to investigate arrangements already in place with other employers designed to facilitate student employment as part of a cooperative education program. The information received will be used to create an agreement which is applicable exclusively to the Vancouver Community College General Insurance Diploma Program. The recommendation of the committee shall include details of the compensation to be provided students completing work terms at CNS and will be submitted to the parties within four (4) months of the parties achieving a Collective Agreement.~~

~~The following provisions will be included in the recommendation:~~


~~The Company may employ one (1) student for one (1) four (4) month work term per calendar year. The work terms shall be offered in the following order.~~

- ~~a) If there is a Company employee on educational leave for this program they shall be offered the work term first.~~
- ~~b) Provided that there are two (2) or more Company employees on this program work terms will be offered to the most senior employee first.~~

~~In the event that there are no Company employees enrolled in the program, or in the alternative that they decline the option to complete their work term at CNS, the Company may recruit from the program to participate in the four (4) month work term for that year.~~

Agreed and signed this 31 day of mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP22 - Article 23 – Impact of Legislation

WITHDRAWN

Agreed and signed this 8th day of April, 2021.

For the Union (MoveUP)



Type text here

For the Employer (Canadian Northern Shield)



Article 24.02: Issues Identification and Resolution – Labour Relations Forum E8

Amend as follows:

24.02 Issues Identification and Resolution – Labour Relations Forum

...

d) **Issues Resolution – ~~Mediator Involvement~~**

Issues, other than grievances, that the parties consider to be potentially resolvable within the Labour Relations Forum will be addressed as the principal activity. ~~The parties agree that Mr. Don Munroe will serve as a mediator, providing assistance in the resolution of issues requiring such intervention.~~

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)


Type text here

For the Employer (Canadian Northern Shield)



Article 25.07 and 25.08: Alternate Placement of Pregnant Employee and VDT Safety Standards

Amend as follows:

~~25.07 Alternate Placement of Pregnant Employee~~

~~Where practical, upon presentation of medical certification that the employee is pregnant, and upon written request from a pregnant employee, the Company will endeavor to place the employee in another non-VDT associated position in accordance with the following:~~

~~a) Temporary Lateral Exchange of Employees~~

~~This will be a voluntary, mutually agreed upon, action at the employee's request. There will be no expenses paid by the Company. The exchange transfer must be at equal job levels. The exchange transfer must be between employees who are each imminently capable of performing the new job (ie., no more than one (1) week's orientation).~~

~~Such exchange transfer shall not be unreasonably denied.~~

~~b) Temporary Exchange of Employees~~

~~This will be a voluntary, mutually agreed upon, action at the employee's request. There will be no expenses paid by the Company. The exchange transfer must be between employees who are each imminently capable of performing the new job (ie., no more than one (1) week's orientation). Such exchange transfer shall not be unreasonably denied. Where such placement is to a lower level position the employee's salary will be treated in accordance with Article 11.10 of the Collective Agreement.~~

~~e) Temporary Vacancy Placement~~

~~This will be a voluntary, mutually agreed upon, action at the employee's request. The basis of alternate job placement will be the employee's imminent ability to perform the job in question (ie., no more than one (1) week's orientation). There will be no expenses paid by the Company. Where such placement is to a lower level position the employee's salary will be treated in accordance with Article 11.10 of the Collective Agreement.~~

~~d) Alternatively, or in the event reassignment is not deemed practical, the employee will be permitted to commence a leave without pay through to the beginning of their normal period of pregnancy and/or parental leave.~~

~~Welfare benefit plans will be governed under the terms and conditions of Article 17.03.~~

~~25.08 VDT Safety Standards~~

~~The Company will select VDT equipment/hardware, work station layout, lighting, etc. in accordance with Federal, Provincial and Worksafe BC safety standards. The Company relies principally on testing information provided through suppliers and other bonafide independent sources in assessing the quality of any new equipment purchase.~~

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)


Type text here

For the Employer (Canadian Northern Shield)



25.07 UP#23 Mental Health Support Training

25.08 Mental Health Support Training

In additional to the mandatory annual 8 hours of paid training available to OH&S committee members, worker representatives on the OH&S committee **may** attend, on paid time, "Mental Health First Aid" and "Mental Health and the CSA standard" training at the BCFed OH&S Center **(for one employee on the OH&S Committee, to a maximum of one session per year)**, with the full registration cost borne by the Employer **(to a maximum of \$375 for the session)**. **The Employer reserves the right to decline requests for Mental Health Support Training in circumstances where the employee's absence would interfere with their performance or the performance of their department.**

Agreed and signed this __7th__ day of __April____, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



Article 28.03 Terms and Conditions E9

Amend as follows:

4. Employees participating in Phased in Retirement will be entitled to maintain coverage under the Dental Plan, ~~BC Medical Plan~~ and Extended Health Plan, if they choose. The costs of these plans will be shared on a pro-rata basis by both the employee and the Company, in direct proportion to the percentage of hours worked.

Agreed and signed this 31 day of Mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



E#10 APPENDIX "A": Job Classifications

Amend as follows:

APPENDIX "A"

Canadian Northern Shield Insurance Company

JOB CLASSIFICATIONS

GROUP 3	Receptionist
GROUP 5	Claims Customer Service Representative Technical Underwriting Assistant, CI Junior Underwriter, PI
GROUP 7	Immediate Underwriter, PI Commercial Lines Underwriter Claims Representative I (FNOL), Property
GROUP 8	Intermediate Underwriter, CI Claims Examiner, Representative 2 , Casualty Claims Representative 2, Property Senior Underwriter, PI
GROUP 9	Quality Assurance Reviewer Claims Road Field Adjuster Analyst, Infrastructure Support
GROUP 10	Claims Examiner II , Representative 3 , Casualty Claims Representative 3, Property Claims Representative 3, Property (PM Claims) Senior Underwriter, CI
GROUP 12	Senior Infrastructure Support Analyst

Agreed and signed this 31 day of mar, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)





(Canadian Office and Professional Employees Union, Local 378)

**Canadian Northern Shield
PROPOSALS 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 2021 – 04 - 07	Time: 3:15 PM
UP #26 E # 22	LOU #3		

LETTER OF UNDERSTANDING NO. 3

RE: REMOTE WORK

Remote Work is defined as "recurring work that is done from the employee's home". The Company and the Union agree to a Remote Work process.

1. With the exception of Remote Work performed by positions required to work permanently from home (~~Remote Work performed by Road Adjusters~~) (e.g. Field Adjusters) and in extenuating circumstances, Remote Work is voluntary and may be terminated with a minimum of two (2) weeks' notice by the Company or employee. Remote Work will only be allowed by mutual agreement of the employee and the Company.

2. While performing Remote Work, employees retain all rights and benefits of the Collective Agreement, including Worksafe BC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in Remote Work.

3 Employee selection for Remote Work shall be on a fair and equitable basis, subject to the arrangement being operationally practical and feasible. The Company maintains the management right to determine the application of any Remote Work arrangements, including which positions are eligible for remote work, the regularity, and schedule for remote work.

4. Remote Work may be denied to any employee if the arrangement will impact the employee or department's ability to deliver. Key considerations include whether the employee is proficient in their role, whether productivity can be maintained by the employee working remotely, the employee's performance in their role, and the employee's ability to complete the tasks associated with their role from home.

5. The Company recognizes the value and desirability of remote work opportunities and will consider remote work arrangements on an occasional, part-time or full-time basis. While remote work may become more common over time, currently it is understood that the majority of positions are expected to work primarily (most of the time) from the office and many positions are required to work full-time from the office. Employees working remotely must continue ~~The Company will make every effort to continue remote work implementations, on a part time or full time schedule as~~

E&OE

Signed off this 8th day of April, 2021 _____

For the Union

For the Employer

determined by Human Resources and as long as the employee continues to perform productively in their role and maintain an attendance record at or below the average corporate absenteeism levels.

6. Positions considered ineligible for remote work, the schedule of remote work, and any application for remote work declined by the Employer without reasonable justification may be brought forward for further discussion at the next Labour Relations Forum under Article 24. A declined application for remote work will not be subject to the grievance and arbitration process, but this does not preclude the Union from filing grievances for discriminatory, arbitrary or bad faith declinations.

7. The employee will provide dedicated work space in their home for the purpose of working remotely including a workstation which is fit for purpose. The employee will be expected to have internet connection in their home suitable to perform the tasks identified for Remote Work, the cost of which will be borne by the employee. All IT support for Remote Work will be provided remotely via phone and/or online support mechanisms.

8. The Company will provide employees working from home with a laptop computer and telecommunications equipment (which may be built into the computer), necessary to perform the tasks identified for Remote Work. The supplies and equipment required to perform Remote Work will be determined by the Company. Reasonable supplies (e.g. stationary) can be ordered via the Company's normal process with approval from the employee's manager. Employees will be expected to properly handle and house company property. Employees will also be expected to ensure that all long distance costs associated with the Company-provided business line (if applicable) are for Company business purposes only.

9. Employees must take all reasonable steps to ensure security of Company property while working remotely, as well as following the clear desk policy and lock screen/shut down process.

10. The Company recognizes that current employees holding the position of **Field-Road** Adjuster at CNS have their monthly internet and some landline charges paid for by the Company, and have been provided with workstations and other supplies paid for by the Company. Therefore, employees holding the role of **Road-Field** Adjuster prior to January 1, 2018, will retain their Company paid workstations, and their monthly internet costs will continue to be paid by the Company, provided they remain in this position. Where applicable, these employees may be required to transition away from landline usage, to alternate telecommunications methods such as company cellular phones or telecommunications software on their laptops.

11. After January 1, 2018, any employees who are hired into, or transition into, a role which is ~~required by the Company to will~~ work remotely ~~full-time (e.g. Road Adjusters)~~, will be expected to have internet connection and a workstation in their home suitable to perform the tasks identified for Remote Work. The cost of the workstation and internet services will be borne by the employee. ~~In these cases, The Company will provide a one-time allowance of \$250.00 to the employee to support setup of their home workspace. This allowance will be time limited (no less than one month), allowing the employee reasonable time to order supplies according to the Company's usual process.~~

E&OE

Signed off this 8th day of April, 2021

For the Union



For the Employer



12. The Parties recognize that the Employees home office is a worksite that is covered by provincial health and safety regulations. The Employer and the Employee have the responsibility to ensure the home office is a safe, secure and ergonomically correct work environment. As part of this responsibility, the employee must ensure that their remote workstation is comfortable, safe, and appropriate for sustained work. From time to time at least one (1) bargaining unit member from the occupational Health and Safety Committee, and/or a manager or other appropriate Company representative, may participate in a visit to the home based office to ensure it meets all safety, health, security and other required operating standards. The Employer will provide the Employee a minimum of one (1) day's notice of an on-site visit that occurs under this paragraph. If the employee, or the Company, deem a worksite to be unsafe, or inappropriate for sustained work, the Remote Work arrangement may be discontinued by the Company.

13. **Company-owned resources may only be used for business purposes. Employees must take reasonable steps to protect any company property from theft, damage, or misuse. Employees are expected to return company owned assets that have been provided to enable remote working.** Liability for the cost of maintenance or replacement of company property will be the Company's responsibility. Further, the employee will not be required to incur additional insurance costs as a result of Remote Work. Any concerns should be discussed between the employee and their manager. It is understood that unexpected insurance costs or other complications of setup may result in a Remote Work arrangement being discontinued by the Company.

14. The Manager and employee will mutually set the hours of work subject to operational requirements. However, such hours will not exceed an employee's normal weekly hours. All hours will be paid at the employee's normal straight-time earnings, except where overtime is approved by the employee's manager.

15. The home office will be the employee's established worksite but **(with the exception of positions required to work permanently from home, e.g. Field Adjusters)** will **not** be considered the Employee's established headquarters as defined in Article 19.01. The headquarters for all other employees working from home shall be **the physical office to which they report, remotely, on a day to day basis (e.g. 555 West Hastings Street, Vancouver)**.

16. Employees who work remotely will manage dependent care and personal responsibilities separately from work, in a way that allows them to successfully meet job responsibilities.

17. Employees who work remotely will be required to adhere to the ~~Company Code of Ethics~~ **Business Code of Conduct** and to data security provisions as outlined by the Company.

18. Employees with Remote Work capability may be required to work remotely when operationally required, or in the event of an office closure, or in the event that the office is, or is expected to be, inaccessible (e.g. due to inclement weather). Where possible, the Company will provide advanced notice of a requirement for Remote Work. Employees with Remote Work capability will also be required to test their VPN connection regularly, and must adhere to RSA's Take-Home Laptop policy.

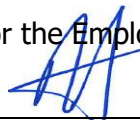
E&OE

Signed off this 8th day of April, 2021

For the Union



For the Employer



19. Any disputes in the application of this Letter of Understanding will first go to the Labour Relations forum for resolution. In the event an agreement is not reached, the matter will be subject to the grievance and arbitration procedure.

E&OE
Signed off this 8th day of April, 2021

For the Union



For the Employer



Employer Withdraws the Following Proposals:

AGREED – SUBJECT TO PACKAGE AGREEMENT

E24 - Article 11.11 Pay on Transfer to a Lower Level

E26 - Article 12.02: Scheduled Time Off Provisions

E27 - Article 13.04 Overtime Rates

E28 - Article 13.07 Meal Allowances

E30 - Article 14.03: Vacation Entitlement

E31 - Article 14.10: Vacation Carry Over

E32 - Article 16: Paid Sick Leave

E34 - Article 19.11: Special Allowances

E35 - Article 19.13 First Aid Certificate Allowance

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)



UP11, UP12, UP14, UP15, UP16, UP17, UP20, UP24, UP27 and UP28

AGREED – SUBJECT TO PACKAGE AGREEMENT

Union Withdraws the Following Proposals:

- UP11 12.02 T.O. Days
- UP12 14 Vacation Entl.
- UP14 15.01 Stat. Holidays
- UP15 18.01 Mat. Leave
- UP16 18.02 SUB Plan (new)
- UP17 18.03 SUB Plan (new)
- UP20 19.14 Green Transit (new)
- UP24 App A Long Service Bonus (new)
- UP27 27 Pension
- UP28 28 Understaffing

Agreed and signed this _20th day of April, 2021.

For the Union (MoveUP)



For the Employer (Canadian Northern Shield)

