# **MEMORANDUM OF AGREEMENT**

# **BETWEEN:**

# **Coastal Community Insurance Services**

(hereinafter referred to as the "Employer")

# PARTY OF THE FIRST PART

#### AND:

# MoveUP, Local 378 of the Canadian Office and Professional Employees Union

#### (hereinafter referred to as the "Union")

# PARTY OF THE SECOND PART

#### WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from **January 1, 2020** through **December 31, 2023** (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

#### THEREFORE:

- The Parties agree that the Collective Agreement is renewed for a term of three (3) years from January 1, 2024 to December 31, 2026 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from **January 1, 2024** unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
- 7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
- 8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

#### Signed this 20th day of September, 2023

FOR THE EMPLOYER

FOR THE UNION

# APPENDIX "A"



Union			
Number	Affected Article/MOU	Date: Tuesday, September 19, 2023	Time:
Comprehensive	Various		

The Union proposes that the following framework for settlement proposal resolves, in full, all matters that have arisen in Collective Bargaining between MoveUP and Coastal Community Insurance Services as follows:

- 1. All matters previously agreed to between the Parties shall form part of this settlement agreement.
- 2. All items not referred to in this document are considered withdrawn without prejudice.
- 3. Retroactive pay shall apply to all active employees. This excludes employees who have resigned and retired.

# UP11 - AGREED

# 9.5 Supplemental Employment Benefit for Maternity, Parental and Adoption Leave ("SEB")

Effective on the ratification Upon the effective date of this Agreement, when on any leave described under Article 9.4, employees will receive a supplemental payment added to their Employment Insurance benefits. The Maternity Leave allowance shall consist of one (1) week at 100% of the employee's base/regular pay prior to the leave.

- a) <u>In order to receive the SEB allowance, employees must qualify to receive employment</u> <u>insurance benefits in accordance with the *Employment Insurance Act*.</u>
- b) <u>Employees who qualify shall be paid the benefit in the pay week immediately following</u> the start of their leave.
- c) <u>Base pay/regular pay for Part-Time Employees is defined as the employee's average</u> <u>base pay/regular pay for twelve (12) months prior to the leave.</u>
- d) <u>Should the employee fail to return to work at the conclusion of the leave and remain in</u> <u>the employ of the Employer for a period of six (6) months as a regular employee, the</u> <u>employee shall reimburse the Employer for allowance received under this Article.</u>

#### UP15 - AGREED

#### **ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE**

#### 10.2 Group RRSP

All regular employees shall be entitled to participate in the Coastal Community Insurance Services (CCIS) Group RRSP upon the completion of one (1) years' service for full-time employees, or two hundred (200) working days for part- time employees.

Employer contributions to the RRSP will be made each pay period as per the following:

- January 1, 2016 11.00%
- July 1, 2019 11.25%
- July 1, 2022 11.50%
- July 1, 2025 11.75%

Employees may invest in any of the applicable RRSP products available through Coastal Community Credit Union. Funds deposited to the employees RRSP are not available for withdrawal unless the employee can demonstrate to CCIS's satisfaction special circumstances beyond the control of the employee warrant a withdrawal. Exceptions to the above withdrawal restriction are the Home Buyers Plan, a Lifelong Learning Plan, termination of employment, or retirement.

RRSP's on deposit with Coastal Community Credit Union and registered in the employee's name will receive a preferred rate. The preferred rate for the employees is one-half percent (0.5%) or what is made available to any Credit Union client. For "locked-in" RRSP's, the preferred rate would be available on the next anniversary date.

#### UP16 - AGREED

# **ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE**

10.4 The employee, upon request by the Employer, shall provide proof of illness which involves paid leave. The Employer shall bear all costs of Independent Medical Evaluations and medical questionnaires requested by the Employer. The cost of doctor's notes and the cost of medical documentation requested by the Employer's insurance carrier shall not be covered by the Employer.

This sick leave plan will also apply to family responsibility leave for a maximum of ten (10) calendar days per year. <u>The Family Responsibility Leave entitlement shall be governed by</u> <u>the Employment Standards Act and the Employer's policy.</u>

#### UP20 - AGREED

#### **ARTICLE 15 – GENERAL PROVISIONS**

#### 15.6 Transfers

In the event it becomes necessary to temporarily transfer an employee of the Agency outside the Municipality, the employee shall be compensated for mileage and <u>parking</u>.

#### UP21 - AGREED

#### **ARTICLE 15 – GENERAL PROVISIONS**

**15.11** The Employer will pay the full costs of all courses seminars and licensing fees for the employees as required for them to perform their duties with the Employer. Discretionary training may be approved and paid for as per the Employer's policy.

Attendance and exam writing during working hours shall be without loss of pay. Attendance must be approved by the Employer.

**UP26** 

# **ARTICLE 21 – DURATION**

21.1 This Agreement shall be in full force and effect from and including January 1, 2020 2024, to and including December 31, 2023 2026, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding July 1st, in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

# APPENDIX "A" Coastal Community Insurance Services

# Job Classification & Wage Scale Effective Date – January 1, 202<u>4</u>

<b>Year 1</b> – January 1, 2024	4.50%
<b>Year 2</b> – January 1, 2025	3.75%
<b>Year 3</b> – January 1, 2026	3.25%

#### UP28 - AGREED

#### APPENDIX "B-1"

#### **BENEFIT PLAN OUTLINE**

#### Basic Life

- 3 times annual earnings
- Reduces 50% at age 65

#### **Optional life Employee/Spouse**

• Multiples of \$10,000 up to \$500,000

#### **Dependent life**

• \$5,000 Spouse & \$2,500 Child \$10,000 Spouse; \$5,000 Child

(This is in place, needs to be updated in the Collective Agreement)

#### Basic AD&D

- 3 times annual earnings
- Maximum of <del>\$750,000</del> <u>\$1,500,000</u>

(This is in place, needs to be updated in the Collective Agreement)

#### Short Term Disability

- 85% of regular earnings
- No top up needed, already at 85% for entire benefit period

#### Long Term Disability

• 66 2/3 of first \$6,000 of earnings per month and 50% of the balance – Taxable benefits (Employer paid)

#### Employee & Family Assistance

• Included

#### **Extended Health Care**

- \$25 per family annual deductible
- 100% reimbursement for all eligible expenses, \$1,000,000 lifetime maximum
- Drug Card 100% coverage
- Massage Therapy and Physiotherapy-No Maximum (the employee must provide a note from their doctor after twelve sessions)
- Chiropractic Therapy \$400 cap
- Acupuncture \$100 cap

- Psychologists/Social Workers \$200 cap
- Naturopaths \$200 cap
- Podiatrists \$200 cap
- Speech Therapy \$100 cap
- Diabetic Supplies, Oral Contraceptives
- Smoking Cessation \$500/lifetime
- Semi or Private Hospital room
- Emergency Ambulance Service
- Paramedical Services
- Nursing B \$7,500/calendar
- Wigs \$500/lifetime per person
- Hearing Aids \$750/5 years adult and children
- Emergency Travel Assistance
- Orthopedic Shoes/Orthotics S \$300/year
- Respiratory Apparatus
- Elastic Support Stockings 4/year
- Surgical Bras -- 4/year
- Referral Treatment 80%/\$50K/life
- 24 month survivor benefit

# Vision Care

- Eye exams \$100/24 months rolling (carrier paid)
- Glasses, contact lenses, and laser eye surgery \$500/24 months rolling (adult and child) (carrier paid) Internal payment eliminated
- \$600 total benefits available / 24 months rolling
- 24 month survivor benefit

# **Dental Care**

- No Annual Deductible
- 80% Basic & Preventative
- 75% Major Restorative
- 50% Orthodontics immediate qualification
- Orthodontics \$2,500/lifetime max
- 24 month survivor benefit

# Eligibility

• Eligibility will be sixty (60) hours per month

#### Letter of Intent – NEW - AGREED

#### LETTER OF INTENT #

BETWEEN:Coastal Community Insurance ServicesAND:MoveUP (Canadian Office and Professional Employees Union, Local 378)

#### RE: Individual/Team Incentive Program

The Parties agreed, during collective bargaining in 2023 that within one hundred and twenty (120) days following the ratification of this Agreement, an initial meeting of the Standing Committee will take place with representatives of the Union and the Employer to establish a working committee pertaining to the potential development of an Individual/Team Incentive Program.

Each Party will not appoint more than three (3) members to join the working committee. The Union's Representative and a Senior Management Representative from the Employer may attend such meetings.

It is the intention of the parties through these discussions to reach a recommendation to be proposed at Standing Committee once drafted. The recommendation will include the full details respecting the operation and application of this program including a complete outline of any variable pay (e.g., bonus, commission, and any other monetary incentives) which may flow through to any individual employee or a team. If the Parties reach a mutual agreement to the program, it shall be implemented by January of the following calendar year or as mutually agreed, whichever is earlier.

Signed this <u>day of</u> 2023.

E&OE Signed off this <u>19th</u> day of <u>September</u> 20\_\_\_\_\_

For the Union

For the Employer

Am



Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 01	Housekeeping	Amend	

# HOUSEKEEPING

Throughout the Collective Agreement

- Change "Coastal Community Insurance Services", "employer" or "Company" to "Employer"
- Change "union" to "Union"
- Change "article" or "Section" to "Article X"
- Change "paragraph (x)" to "Article X (x)"
- Change "local union" or "union" to "Union"
- Change "Job/Office Steward" to "Job Steward"
- Change "Manager" to "manager"
- Change "Branch" or "agency" to "**Agency**"
- Change "his/her" to "the employee's" or "their"
- Change "Full-time" or "Part-time" to "full-time" or "part-time"
- Change "Companies Act" to "Company Act"
- Change "this Collective Agreement" to "this Agreement"
- Add "Article 12" to the Index
- Italicize any legislations or laws, i.e.
  - o Labour Relations Code
  - o BC Human Rights Code
  - Company Act

The Union proposes the Parties agree to address any typographical, grammatical or structural errors in the process of producing the collective agreement.

# **ARTICLE 1 – PURPOSE**

**1.2** Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge, or otherwise because of race, colour, creed, national origin, age, sex, or marital status or as otherwise outlined in the <u>BC Human Rights Code</u>.

E&OE Signed off this	day of	_20
For the Union	For the Employer	



#### **ARTICLE 2 – UNION SECURITY AND RECOGNITION**

2.1 This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the <u>Labour Relations Code</u> and shall be binding on the Employer and the Union and their respective successors and assigns.

#### **ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION**

**3.2** The Job Steward(s) may, within reason, carry out their duties in Article 3.1 Rights of Job Stewards (a), (b), and (e) above, without loss of pay, during regular business hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular working hours will not be paid by the Company. Before carrying out the duties relating to <u>Article 3.1(a)</u>, (b), and (e), during regular working hours, the Job Steward will first obtain permission from the manager or their designate at their location. Such permission will not be unreasonably withheld. It is understood that the Job Steward will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

#### **ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION**

#### **3.4** a) Union Management Consultation

Coastal Community Insurance Services <u>The Employer</u> and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of a variety of issues which may be of interest to both and the benefits that open and early discussions is a positive step in building a stronger relationship between both parties.

#### b) Objectives and Functions

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The union-management consultation mechanism will provide a process whereby representatives from <u>Union</u> and management will meet from time to time to discuss issues of interest and/or concerns.

This process is one in which the parties seek information, provide advice and exchange views on specific matters; it is a means of fostering understanding of the other parties' concerns and particular views pertaining to specific issues and developments within the business. The consultation process allows the parties the opportunity to develop meaningful dialogue, to bring forth their particular points of view, and in a spirit of good faith, attempt to find solutions to concerns and issues raised by each party.

The main objective of union-management consultation is to provide an effective ongoing communication vehicle between union and management which facilitates discussion of issues, if not resolution.

E&OE Signed off this	_day of		_20
For the Union		For the Employer	



Union-management consultation does not imply any agreement on issues discussed nor does it in any way interfere with the management's authority or obligation to manage, or the union's legal rights under the <u>Labour Relations Code</u> of British Columbia, or the Collective Agreement.

#### c) Matters for Discussion

Since the purpose of the union-management consultation process is to reduce tension and promote understanding between the parties, generally there shall be no limitation on the issues that may be raised in consultation. However, it is recognized that this process is intended for the sharing of ideas and information at the earliest possible time and as such operational initiatives and customer service issues including hours of operation, and matters pertaining to issues related to mergers and acquisitions are generally seen as appropriate topics for discussion.

#### d) Meetings

Meetings will be scheduled once every four (4) months although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional sessions.

#### e) **Participants**

The total number of official Union and Employer representatives will not exceed eight (8), four (4) from the union and four (4) from the Employer. Official Union Representatives to this process will be named by the Union and will include the Union's <del>Business</del> Representative.

Other advisers, observers, and visitors may attend the consultation meetings but only with the concurrence of both the union and the Employer; these persons will not be able to actively participate in the proceedings except with the agreement of both the <u>Union</u> and the Employer.

#### f) Procedures

The Employer and the Union shall establish a pre-determined schedule of meetings for each calendar year. In advance of each meeting the parties may each submit issues for discussion. An agenda will be prepared and circulated at least fourteen (14) days in advance of each meeting; if there are papers, memoranda or reports related to the items(s) on the agenda, they should be distributed at the same time as the agenda.

During the course of the meeting a non-adversarial climate should be maintained, therefore, formal proceedings such as motions and votes will not be utilized.

E&OE Signed off this	day of	20
For the Union	For the Employer	



# g) Minutes

Minutes will be distributed by the Employer to all participants following each consultation meeting. The minutes will show clearly what subjects were discussed and by whom, the essence of the discussion by each party, and any subsequent position(s) or decision(s) taken, including the "Status" of the issue.

E&OE Signed off this \_\_\_\_\_\_ day of \_\_\_\_\_\_

20\_\_\_\_

For the Union



# **ARTICLE 4 – RIGHTS OF THE EMPLOYER**

**4.1** The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19. and 20.

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the <u>Companies Act</u> Company Act, Section 141, which provides: "The directors shall, subject to this Act and the articles of the company, manage or supervise the management of the affairs and business of the company."

# **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

#### 6.4 Overtime Premiums

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1 <sup>1</sup>/<sub>2</sub>) the employee's straight time hourly rate for the first three (3) hours and two (2) times the straight time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1<sup>1</sup>/<sub>2</sub>) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- (c) Time worked on a Sunday where it is a normal day off shall be paid for at two (2) times the employee's straight time hourly rate.
- (d) Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate, plus one (1) day's regular pay.
- (e) **Call outs**: An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation shall be paid at the applicable overtime premium specified in this Article for a minimum of four (4) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- (f) Overtime work must be authorized by the <u>Manager</u> manager their authorized representative.

E&OE Signed off this	_day of		20
For the Union	-	For the Employer	



# **ARTICLE 9 – LEAVE OF ABSENCE**

#### 9.9 Domestic Violence Leave

The Employer shall grant in accordance with the <u>Employment Standards Act</u> up to five (5) days of paid leave and up to five (5) unpaid days for employees impacted by domestic violence. The employee may be entitled to up to fifteen (15) weeks unpaid leave (or per <u>the</u> <u>Employment Standards Act</u>) to deal with issues to domestic violence.

#### ARTICLE 12 – JOB POSTING

**12.4** Internal training and cross-training shall be done on the basis of seniority to allow for the principle of promotion from within, subject to <u>Article 12.2(a) and 12.3 of this Article</u>.

# ARTICLE 13 – LAY-OFF AND RECALL

13.3 A regular employee with six (6) months' or more service who is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months. Upon expiration of the recall period, the employee shall receive severance pay as provided for in <u>Article</u> 13.2 (a) or 13.2 (b).

# ARTICLE 13 – LAY-OFF AND RECALL

#### 13.4 Recall

Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing the employee is qualified. A copy of the recall notice shall be forwarded to the Union.

An employee on the recall list who is offered a vacant position, for which the employee is qualified and refuses such position, will be deemed to have resigned from employment and

E&OE Signed off this	day of	20
For the Union	For the Employer	



in doing so will forfeit all seniority rights under this agreement <u>Agreement</u> and the employer shall have no further obligations to that employee in the future. An employee must respond to a recall notice within no more than five (5) calendar days.

 E&OE
 Signed off this \_\_\_\_\_\_\_\_
 20\_\_\_\_\_\_\_

 For the Union
 For the Employer



## **ARTICLE 15 – GENERAL PROVISIONS**

**15.9** The Employer shall supply the employees with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of the employee's record. Upon giving reasonable notice, employees shall be entitled to review their own personnel files under supervision.

Provided the employee has been free from discipline for a period of twenty-four (24) months, written warnings will be removed from the employee's file. Respecting suspensions, the employee must have been free from discipline for a period of thirty-six (36) months before the suspension will be removed from the employee's file.

A Performance Improvement Plan is not considered to be disciplinary in nature. When an employee completes their Performance Improvement Plan, they shall receive written confirmation<sub>7.</sub>

#### **ARTICLE 16 – DISCHARGE, TERMINATION AND SUSPENSION**

**16.2** If a regular employee is terminated except as provided in <u>Article 16.1 above</u>, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

#### **ARTICLE 18 – GRIEVANCE PROCEDURE**

- **18.2** Grievances shall be settled in the following manner:
  - a) If the employee has a grievance against the Employer, the procedure for settlement shall commence with Step 1.
  - b) If the Employer or the Union has a grievance, the procedure for settlement shall commence with Step 3.

STEP 1:

E&OE Signed off this	day of	20
For the Union	For the Employer	,



The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance.

The employee may be accompanied by <u>an Office a Job Steward</u> or Representative of the Union. The Employer shall give a decision within ten (10) working days of such meeting.

# STEP 2:

If the grievance is not resolved at Step 1, the matter shall be reduced, to writing, by the Grievor and/or the Union and submitted to the management persons designated by the Employer within ten (10) working days following the decision rendered at Step 1.

# STEP 3(a):

The Representative of the Union and a Representative of the Employer along with the grievor shall meet within ten (10) days of receipt of the grievance as submitted under Step 2. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Alternate Dispute Resolution, Expedited Mediation/Arbitration, and/or Arbitration as set forth in Articles 19 and 20.

E&OE Signed off this <u>13th</u>

\_day of September

<u>20</u>23

For the Union

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For the Employer



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 02	1.3		

### **ARTICLE 1 – PURPOSE**

1.3 The Employer recognizes the right of an employee to work in an environment free of any form of harassment. Employees who have witnessed or experienced harassment may initiate a grievance as per Article 18.

<u>The Union and the Employer recognize the right of an employee to work in a harassment</u> free environment. The Employer shall take such actions to prevent and address workplace bullying and harassment in accordance with the policy "Harassment Policy" set out by the Employer.

In accordance with the *Workers Compensation Act, Occupation Health and Safety Regulations* and all other applicable legislation, the Employer will not tolerate any form of harassment by employees, members, clients, contractors, suppliers or other individuals associated with the Employer.

<u>An employee who wishes to pursue a concern arising from an alleged harassment may</u> submit a complaint, in writing, to the Employer, within a reasonable time period of the alleged occurrence.

If the complaint is not resolved within thirty (30) days following the date the complaint was filed, the complainant may file a grievance at Step 3 of the grievance procedure and will have the right to union representation at this stage in the process. Any extension required to resolving the complaint is mutually agreeable between the Parties.

Should a complainant elect to file a grievance pursuant to the collective agreement, the complainant will, by doing so forfeit any and all rights to pursue the complaint through any other forum including an application under the *Human Rights Code*.

E&OE Signed off this	8th	day of	Sept	20	23
For the Union		Fo	or the Employer		
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# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 05	3.3	Employer Counter provided	

#### ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION

#### 3.3 Committees

- (a) Each Party to this Agreement shall appoint a Standing Committee.
- (b) The Union's Committee shall be composed of not more than three (3) regular employees who have completed their probationary period and are Union members.
- (c) Each Party shall notify the other by letter of the names of their Committee members and any changes which may take place from time to time.
- (d) The purpose of the Standing Committee shall be to meet together at the request of either Committee to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may arise or can be foreseen. A decision by the Union's Standing Committee must be confirmed by an Official Representative of the Union, to bind the Union.
- (e) The Parties agree to appoint members of the Standing Committee pursuant to <u>Article article 3.3</u> within one month following ratification of a renewal Collective Agreement. Meetings will be scheduled to take place in February, June and October of each year although more frequent meetings may be held if the Parties are agreed that there are sufficient issues which necessitate the need for additional meetings. <u>By joint agreement, the Parties may amend meeting dates.</u>
- (f) The Parties also agree to set agenda items for each meeting and to exchange agenda items for discussion at upcoming meetings in advance of such meetings. Agenda items must be exchanged no later than two (2) weeks prior to the date of the scheduled meeting. This does not preclude the discussion of any issue which either Party may view as requiring immediate review. However, the Parties agree to make every reasonable effort to exchange agenda items in advance. Agenda items will include matters such as Management Performing Bargaining Unit Work, Work Loads and Respectful Work Environment, Expressions of Interest, Job Postings, Benefit Program Review, and Rights of Job Stewards, <u>Hybrid or Work from Home roles, and any other subject matter under administration of the Collective Agreement.</u>
- (g) The Employer will provide employees with training to promote and support respectful work environments. A list of courses will be provided to the Union. The Union's Representative may attend such meetings.

Signed off this 8th	day of September	20 23
For the Union	For the Employer	
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# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Employer Proposals (ER Item)

Employer	•		
Number	Affected Article/MOU	Date: September 8, 2023	Time:
2	3.4(d)		

# Current:

Article 3.4 (d) Meetings:

Meetings will be scheduled once every four (4) months although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional sessions.

# Proposed Amendment:

Article 3.4 (d) Meetings - align to wording from Article 3.3 (e):

Meetings will be scheduled once every four (4) months to take place in February. June and October of each year although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional meetings. Meetings will be scheduled in conjunction with the Standing Committee Meeting. By joint agreement, the Parties may amend meeting dates.

E&OE	
Signed off this	8th

day of September

<sub>20</sub>23

For the Union



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Employer Proposals (ER Item)

Employer	•		
Number	Affected Article/MOU	Date: September 8, 2023	Time:
3	3.4 (g)		

# Current:

Article 3.4 (g) – Union Management Consultation – Minutes

Minutes will be distributed by the Employer to all participants following each consultation meeting. The minutes will show clearly what subjects were discussed and by whom, the essence of the discussion by each party, and any subsequent position(s) or decision(s) taken, including the "Status" of the issue.

Proposed Amendment:

Delete Article 3.4 (g)

E&OE Signed off this <u>8th</u>	day of	September	20	23
For the Union		For the Employer		
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# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 06	5.3	Employer signed	

# **ARTICLE 5 – DEFINITION OF EMPLOYEES**

#### 5.3 Temporary

A temporary employee is one so informed by the Employer at the start of employment and who is scheduled to work for a specified period but not normally exceeding ninety (90) calendar days, except for temporary assignments known to be longer than ninety (90) calendar days duration such as maternity <u>leave</u>, <u>parental leave</u>, <u>adoption leave</u> or longterm illness leaves, or when extended by mutual agreement between the Union and the Employer. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

E&OE Signed off this 8th

\_day of <u>Sep</u>tember

20<u>2</u>3

For the Union



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Employer Proposals (ER Item)

Employer	•		
Number	Affected Article/MOU	Date: September 8, 2023	Time:
4	3.4 (g)	The Union's Counter	

# Current:

Article 7.1 (b)

The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Agency.

# Proposed Amendment:

# Article 7.1 (b)

In the event that the Employer schedules employees to work on any of the statutory holidays, the day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Agency.

E&OE Signed off this 8th

\_day of <u>September</u>

<sub>20</sub>23

For the Union



(Canadian Office and Professional Employees Union, Local 378)

Employer	•		
Number	Affected Article/MOU	Date: September 8, 2023	Time:
5	8.1		

# ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS

**8.1** The vacation year shall be defined by <u>calendar year (January 1 – December 31) but will be</u> <u>accrued according to employment date</u>. <u>All vacation entitlements are accrued in</u> accordance with the employee's employment date.

E&OE Signed off this <u>8th</u>

\_day of September

<sub>20</sub>23

For the Union

Anghan



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 09	8.3	The Union proposes that the Parties discuss the interpretation and application of a signing group with a view to table appropriate language.	

#### **ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS**

#### 8.3

Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in broken periods instead of one (1) period may do so subject to the following:

Employees shall select their vacation periods in order of the common seniority list in the branch each Agency. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group at their Agency/business unit have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in separate periods shall select the periods in order of seniority.

It is understood and agreed that the time available will include the entire year and will not unreasonably exclude preferred dates/peak periods such as Christmas due to management holiday absences.

Subject to consideration of the efficient operation of the Agency, employees shall be allowed to use one (1) week of their vacation entitlement in periods of less than one (1) week duration.

Should an employee post or bump to another office after the vacation schedule has been set for the year, such employee may be required to reschedule a vacation for that year only meet operation requirements. The Employer will make every reasonable effort to accommodate the posting or bumping employee's vacation request subject to operational requirements.

E&OE Signed off this <u>12th</u>	day of September	20_23
For the Union	For the Employer	
Amplan	Acto Mutus	



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
CCIS6	9.4	The Union proposes that the Parties discuss a pregnancy/parental/adoption leave top-up plan with a view to table appropriate language.	

# **ARTICLE 9 – LEAVE OF ABSENCE**

# 9.4 Pregnancy /Parental/Adoption Leave

Leave of absence without pay shall be granted in accordance with the *Employment Standards Act*. Such leaves will not affect sick leave, <u>benefit coverage</u> or seniority provisions. All pregnancy/parental/adoption leave of absence requests shall be in writing and shall show the last day to be worked and the expected date of return to work.

A regular employee returning to work after being on pregnancy/parental/adoption leave shall return to their former position or to a comparable position.

A regular employee on the additional six (6) months leave without pay may continue to be covered under the benefit plans during their leave provided they pay the monthly premiums in advance.

Vacancies arising under the provision will be posted as "up to eighteen (18) months."

In the event the expected date of return is for twelve (12) months but is extended for an additional six (6) months, the vacancy created by the leave will not have to be reposted.

E&OE Signed off this 12th	<sub>day of</sub> September	<sub>20</sub> 23
For the Union	For the Employer	
anthe	Acto mutus	



Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 13	9.8	Amend	

# **ARTICLE 9 – LEAVE OF ABSENCE**

#### 9.8 Compassionate Care Leave

The Employer shall grant upon request, unpaid Compassionate Care Leave in accordance with the *Employment Standards Act*. An employee who requests leave under this section is entitled to up to twenty-seven (27) weeks of unpaid leave <u>within a fifty-two week period</u> (or per <u>the *Employment Standards Act*</u>) to provide care or support to a family member when a certificate stating that the family members has a serious medical condition with a significant risk of death within twenty-six (26) weeks or as outlined in the *Employment Standards Act*.

Where an employee is on a compassionate care leave, pursuant to Part 6 of the <u>*Employment Insurance Act*</u>, the employee will be considered to be continuously employed for the purpose of calculating annual vacation and will continue to accrue seniority and maintain eligibility for benefits.

The employee will be considered to be continuously employed for the purpose of calculating annual vacation and will continue to accrue seniority and maintain eligibility for benefits.

E&OE Signed off this <u>12th</u>	day of September	20 <u>_</u> 23
For the Union	For the Employer	
Complex	Clo Mutus	



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Employer Proposals (ER Item)

Employer	•		
Number	Affected Article/MOU	Date: September 12, 2023	Time:
9	12.3		

# Current:

# Article 12.3

Selections for job vacancies shall be made on the basis of qualifications and ability to do the job, and seniority, in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.

# **Proposed Amendment:**

# Article 12.3

Selections for job vacancies shall be made on the basis of qualifications and ability to do the job, and seniority, in that order. In the event two (2) or more employees have similar <u>qualifications and</u> abilities, the employee with the greatest seniority shall be selected.

E&OE Signed off this <u>12th</u>	day of _September	20_23
For the Union	For the Employer	
- Conflore	Cele Muturo	



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 19	15.5	Employer signed copy moving 15.5	to Article 10.5

# **ARTICLE 15 – GENERAL PROVISIONS**

#### 10.5 Doctor or Dentist Appointments

Where a full-time regular employee is required to attend a Doctor or Dentist appointment, during working hours, attendance at such appointments shall be without loss of pay. Employees shall make all reasonable efforts to schedule such appointments fifteen (15) days in advance of their effective date. In addition, employees shall make all reasonable efforts to schedule such appointments outside of working hours. Where attendance is required outside the immediate area, the employee shall provide a Doctor or Dentist's letter of referral.

\*Renumber the remainder of Article 10 and 15, as needed.

E&OE Signed off this <u>8</u>th

\_day of September

<u>20</u>23

For the Union



Union			
Number	Affected Article/MOU	Date: September 12, 2023	Time:
UP 23	15	ER Counter	

# **ARTICLE 15 – GENERAL PROVISIONS**

In the event that business needs require an Employee to be permanently relocated, the Employer agrees to give sixty (60) days notice in advance of the relocation. The Employer will make attempts to place the Employee within a reasonable distance from their current location or residence based on operational needs. If more than one employee is to be relocated, and if business needs have identified more than one option for relocation, this will be administered based on the seniority of the affected employees.

E&OE Signed off this12th	day of September	_20_23
For the Union	For the Employer	
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Union			
Number	Affected Article/MOU	Date: September 13, 2023	Time:
UP 22	15	The Union proposes incorporating all banking perks (e.g., single/family fee free bank accounts, safety deposit box or preferred interest rates for all loans) into the collective agreement.	

# **ARTICLE 15 – GENERAL PROVISIONS**

**15.15** Eligible employees shall be entitled to employee products and services perquisites as described in the Employer's Policy.

E&OE Signed off this <u>13th</u>	day of September	20_23
For the Union	For the Employer	
- Christian	Colon Mutur	



# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024 Union Proposals (UP Item)

Union	-		
Number	Affected Article/MOU	Date: September8, 2023	Time:
UP 25	20.1	Employer signed	

# **ARTICLE 20 – ARBITRATION**

**20.1** If a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to expedited mediation/arbitration and arbitration and the parties must agree on a single arbitrator from the list below or as mutually agreed upon between the Union and the Employer. The arbitrator must hear and determine the issue and render a decision, which is final and binding on the parties and any person affected by it. List of Arbitrators: J. Dorsey; J. Hall; W. Moore; D. McPhillip. C. Knapp; K. Saunders

E&OE Signed off this 8th

\_day of September

20<u>23</u>

For the Union

Charles



 
 Union
 Date: September8, 2023

 Number
 Affected Article/MOU
 Date: September8, 2023

 UP 29
 LOU #1
 Amend

#### **LETTER OF UNDERSTANDING #1**

#### **BETWEEN:** Coastal Community Insurance Services

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

#### **RE:** Additional Hours of Work for Part-Time Regular Employees

The employer agrees to apply the principle of seniority when offering additional hours of work to qualified part-time employees on a <u>branch by branch</u> <u>Agency</u> by <u>Agency</u> basis, including employees who work multiple sites.

During the term of the collective agreement, if an issue arises regarding this matter, it will be referred to the Standing Committee under Article 3.3 of the collective agreement for discussion.

Signed this 7th day of January, 2022.

# SIGNED on BEHALF of the EMPLOYER Party of the First Part;

# SIGNED on BEHALF of the UNION Party of the Second Part;

E&OE Signed off this 8th	day of September	2023
For the Union	For the Employer	
- Christian	Acto Mun	

Proposal #	Affected Article	Date:
CCIS15	LOU2	

#### PROPOSAL #15: LOU #2 - HARASSMENT IN THE WORKPLACE

Current:

The Union and the Employer recognize the right of an employee to work in a harassment free environment. The Employer shall take such actions to prevent and address workplace bullying and harassment in accordance with the "Harassment Policy" set out by the Employer.

In accordance with the Workers Compensation Act, Occupation Health and Safety Regulations and all other applicable legislation, the Employer will not tolerate any form of harassment by employees, members, clients, contractors, suppliers or other individuals associated with the Employer.

An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint, in writing, to the Employer, within a reasonable time period of the alleged occurrence.

If the complaint is not resolved within thirty (30) days following the date the complaint was filed, the complainant may file a grievance at Step (3) of the grievance procedure and will have the right to union representation at this stage in the process. Any extension required to resolving the complaint is mutually agreeable between the Parties.

Should a complainant elect to file a grievance pursuant to the collective agreement, the complainant will, by doing so forfeit any and all rights to pursue the complaint through any other forum including an application under the Human Rights Code.

#### Proposed Amendment:

Delete LOU #2 in favour of amendments to Article 1.3 per agreement on UP02

#### SIGNED ON BEHALF OF THE UNION

Anny Chen Union Representative

Date: Sept. 12, 2023

SIGNED ON BEHALF OF THE EMPLOYER

Peter Knowles AVP Integrated Relationship Sales

Date: Sept 12, 2023



Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 31	LOU # 3	The Union proposes renewing this	LOU.

#### **LETTER of UNDERSTANDING #3**

#### **BETWEEN: Coastal Community Insurance Services**

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

#### **RE:** Extended Hours of Operation

#### 1.Extended Hours of Operation

The Employer and the Union agree to the importance of remaining relevant in an ever changing business environment. Therefore there may be times in which the hours of operation set out in Article 6 need to be adjusted at particular locations. The extended hours of operation will include hours between 7:30 am to 8:30 pm.

In the event the Employer decides to extend operational hours at a particular location the Employer will meet with the Union to review the Business Plan. The Business Plan will state the particulars respecting the changes to be made and the effect on employees at the location. No employee will be required to work extended hours unless that employee posts into an extended shift, with specific hours to be clearly outlined in the job posting. Job selections will be made pursuant to the collective agreement.

In the event of a vacancy the following will apply:

In the event that no qualified employees apply to the posting, the position will be posted externally. It may be necessary to temporarily fill the role by the assignment of the junior employee at the location to the shift on an interim basis until such time as the shift can be filled on a regular basis.

Signed this 7th day of January, 2022.

E&OE Signed off this <u>8th</u>	day of September	<sub>20</sub> 23
For the Union	For the Employer	
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Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 32	LOU # 5	The Union proposes renewing this	LOU.

#### **LETTER of UNDERSTANDING #5**

#### **BETWEEN:** Coastal Community Insurance Services

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

#### **RE:** Letters of Expectation

The Parties agree that "Letters of Expectation" issued to employees are intended for the purpose of providing coaching, guidance, and counseling to employees in an effort to improve and clarify overall performance expectations of the employee on the job.

In an effort to achieve a desirable outcome for the employee, support for the employee may be provided through training and/or other resources the Employer may see as appropriate such as, but not limited to, job shadowing and one-on-one training.

The Employer will manage this process with the employee and will take into account input from the employee in keeping with the expectations set by the Employer. Employee feedback is welcome.

The Employer will closely review the employee performance to ensure ongoing improvement on a regular basis and will communicate such progress to the employee.

Letters of Expectation are not considered to be discipline in nature and will not be used as a foundation for any progressive discipline.

Signed this 7th day of January, 2022.

E&OE Signed off this 8th	day of September	20_23
For the Union	For the Employer	
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# COASTAL COMMUNITY INSURANCE SERVICES PROPOSALS 2024

**Union Proposals (UP Item)** 

Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 33	LOU #7	The Union proposes renewing this LOU.	

#### **LETTER OF UNDERSTANDING #7**

#### **BETWEEN: Coastal Community Insurance Services**

AND: **MoveUP** (Canadian Office and Professional Employees Union, Local 378)

#### RE: **Remote Work Arrangements**

The Employer and the Union agree that some positions within Coastal Community Insurance Services have the ability to successfully perform the duties of the role working from home. The Parties recognize Work from Home is a viable work option that permits an employee to perform all or a significant portion of their job responsibilities at a location other than the traditional offices of the Employer.

In this Letter of Understanding:

"remote work arrangement" (or collectively referred as to the "Plan") means performing work from the employee's home workplace.

"flexible workplace" means the employee's residence located within British Columbia, Canada.

The Collective Agreement applies in all respects except as specifically amended by this Letter.

#### Preparation

To be considered for the Plan the role must meet the required criteria, as determined by the Employer. The participation in this alternative work arrangement shall be limited to functions which, according to the Employer, can be carried out from home.

- a. The Employer will from time to time review all job profiles and identify roles, if any, to be included in the Plan. The Employer agrees to discuss any additional job profiles with the Union prior to implementation.
- b. The Employer identified the appropriate job profiles for the Plan, including:
  - i. Relationship centre
  - ii. Renewal team

#### Eligibility

All employees who meet the job requirements are eligible to apply for positions within the Plan. The Employer agrees to post vacancies specifically for the Plan. Employees must adhere to and sign the Work From Home Acknowledgement to be eligible for the Plan.

#### Selection

- a. The Employer will award available positions per the Collective Agreement.
- b. The Employer shall select in order of qualifications, ability to do the job and seniority.
- c. The Employer shall provide written policies and procedures to all employees in the Plan.
- d. Employees selected for the Plan will comply with all Coastal Community requirements. Employees must acknowledge and adhere to all employer policies, including Privacy Protection, Confidentiality, IT Security, and Working From Home, in addition to WorkSafe BC requirements, and changes to policy as required.
- e. Employees that are new to the Plan will be assessed within ninety (90) days for suitability. Should the Employee and/or the Employer decide that the Employee's participation is unsuitable, the Employee shall be returned to their former position or to one closest to their former location within their region or within a reasonable distance.
- f. If an Employee does not follow all requirements and expectations, or does not perform successfully in the role, the arrangement will be discontinued. Should this occur, the Employee may be considered for other available positions within their region or within a reasonable distance, for which they are qualified.
- g. Any arrangement may be cancelled at any time by the Employer by giving at least a three (3) week advance notice.
- h. Employees participating in the Plan are required to attend the Employer's office for meetings or training as required by the Employer. The Employer will make reasonable efforts to provide at least a two (2) week advance notice is given for any mandatory inperson meeting or training.

#### Administration

- a. The employee shall not be expected to perform work remotely while on sick leave or any approved leave of absence.
- b. In the event the employee experiences any technical disruption, flood, power outage or any other household emergency while performing work remotely, the employee shall report such disruption to their immediate manager and the employee may be required to temporarily relocate to the employee's home branch office, (or the closest unionized branch office), to continue work, provided the employee can relocate to that location before the end of their scheduled shift. In any event, the employee will be paid for their full shift, including any applicable overtime and expenses (e.g., parking, ferry, and automobile mileage).
- c. Subject to the terms of this Letter of Understanding, while working remotely, the employee retains all rights and benefits of the Collective Agreement, including WCB coverage during the employee's working hours.
- d. During a working day, there shall not be any split shifts.

# **Occupational Health & Safety**

The Employer is committed to the protection and integrity of employees and the work performed, regardless of location. Employees are expected to perform their duties in a safe and healthy environment that conforms to the Employer's security and confidentiality protocols. Upon award of a position in the Plan, and on an annual basis, the Employee must review and sign off on all relevant policies and procedures.

- a. Employees are expected to review and comply with the Employees health and safety policies and WCB regulations.
- b. The Employer has the right to inspect the employee's workplace to ensure ongoing compliance with the requirements and will give the employee a 48-hour advance notice in writing.

#### **Equipment and Expenses**

Working from home is a shared responsibility as described in the Flexible Work Arrangement Policy and Work From Home Procedure.

#### **Employer Responsibilities:**

- a. The Employer will provide the tools and technology.
- b. The Employer shall provide the employee with all equipment, including but not limited to computer monitors, (or other viewing devices), printer, or laptop, cables; and peripherals (e.g. computer mice, computer keyboard). The Employer shall provide all necessary stationary.
- c. The Employer shall bear the costs of maintenance, upgrade and replacement of all corporate properties.

#### **Employee Responsibilities:**

The Employee is responsible for the home office including:

- a. The physical working space.
- b. The cost of required internet, electrical and heating services.
- c. Additional premium cost arising from their home insurance policy when the employee participates in the Plan.

#### **Special Provisions**

The Employer shall provide the Union with no less than four (4) months' notice of intention to terminate the Plan, in part or in full.

The Employer agrees to discuss operational needs at Union Management Consultation and discuss Agency workload concerns at each of the Standing Committee meetings.

Signed this 7th day of January, 2022.

#### E&OE

E&OE Signed off this <u>8th</u>	_day of _September	20 23
For the Union	For the Employer	
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Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 34	LOU	The Union proposes renewing this LOU	

#### **LETTER of UNDERSTANDING # 8**

**BETWEEN:** Coastal Community Insurance Services (the "Employer")

 AND: MoveUP (Canadian Office and Professional Employees Union, Local 378 or the "Union")
 (Collectively referred to as the "Parties")
 RE: Hybrid Work Arrangement for Insurance Representative Level 2

#### **Preamble**

The Parties recognize that a significant amount of the job duties of the Insurance Representative Level 2 position can be performed from a Home Office. The Parties also recognize that scheduling flexibility is required by the Employer, and the highest priority is to ensure proper staffing levels onsite in all agencies/offices.

#### **Definitions:**

"Employee" or "Employees" refers to Insurance Representative Level 2, participating in this Plan, within the bargaining unit.

"Home Office" means the Employee's residence located on Vancouver Island in close proximity to the Employee's assigned agency/office.

"Hybrid Work Arrangement" (or collectively referred as to the "Plan") means performing work from a Home Office and performing work from the Employee's assigned agency/office as scheduled two weeks in advance.

"Work disruptions" refer to technological disruption, flood, power outage or any other emergencies at the Employee's Home Office" are collectively referred to as work disruptions.

The Collective Agreement applies in all respects except as specifically amended by this Letter.

#### **Administration**

1. The Employer shall determine the number of Employees at each agency/office and the number of Hybrid Work roles, based on each location's unique needs. It may not be possible for every location to support a Hybrid Work role. For large agencies (10+ employees), it is not the Employer's intent to have more than two (2) Hybrid Work roles.

For small agencies (less than 10 employees), isn't the Employer's intent to have more than one (1) Hybrid Work role.

- 2. Employee participation in the Plan shall be strictly voluntary and qualified Employees must apply for Hybrid Work Arrangement. Participation will be awarded in order of qualifications, ability to do the job, and seniority. Participants will acknowledge and adhere to the Employer's Work from Home Policy and Procedure. Participants shall also acknowledge and adhere to all other relevant policies and procedures including but not limited to Privacy Protection, Confidentiality, and IT Security; as well as adhere to all Worksafe BC requirements. Participants shall sign the Work from Home Acknowledgment prior to starting a role under this Plan.
- 3. Any individual arrangement may be cancelled at any time by the Employer with at least three weeks' notice.

# **Scheduling**

- 1. Scheduling will be based upon staffing needs at each agency/office. The intent will be to schedule Hybrid Work roles at their home office up to three days per week, except in unique circumstances as described under #3 and #4.
- 2. The Employer shall provide Employees with a schedule two weeks in advance and publish it at each applicable agency. The schedule will identify Home Office days and agency/office days. There shall not be any split shifts for any Employee.
- 3. There may be periods of time where an Employee will be required to work onsite to cover vacations or vacancies. While it is not the intent to change an employee's schedule with less than two weeks' notice, the priority needs to be the staffing levels in the agency. If an employee's schedule is required to change with less than two weeks' notice, mileage will be covered to and from the Employee's Home Agency/Office. If an employee is required to drive to the office during a scheduled shift, the Employee's travel time will be considered time worked and the employee will be paid for their full shift, including any applicable overtime and expenses (e.g., parking or ferry).
- 4. In the event of an emergency (e.g., illness leaves, bereavement leaves or other unanticipated leaves of absence) at an Employee's assigned agency/office, the Employer may schedule <u>the</u> most junior Employee to work onsite for serious operational coverage deficiencies. require the most junior Employee to work onsite for serious operational coverage deficiencies.
- 5. If a work disruption occurs at the Employee's Home Office, it is the Employee's responsibility to notify their manager immediately and travel to their home agency/office. Their travel time during their working day shall be considered as time worked and the employee shall be paid for their full shift, including any applicable overtime and expenses (e.g., parking or ferry). If an Employee's Home Office has regular work disruptions that impact workload and performance, the Employer has the right to cancel their individual arrangement.

# <u>Suitability</u>

1. Employees that are new to the Plan will be assessed within 90 calendar days for suitability. Should the Employee and/or the Employer decide that the Employee's participation is not suitable, the Employee shall be returned to their former position or the one closest to their former location within their region. 2. If Employees do not follow all requirements and expectations, or do not perform successfully in their roles, the Employer may discontinue the Hybrid Work Arrangement. Should this occur, the Employees may be considered for other available vacancies within their region, for which they are qualified.

#### **Equipment and Expenses**

- 1. Working from home is a shared responsibility; the Employer shall provide the tools and technology and the employees are responsible for the Home Office including but not limited to office furniture (refer to Work from Home Policy and Procedure).
- 2. The Employer shall provide employees with appropriate workspaces/hoteling space when they are scheduled to work onsite or when the employee is unable to work from Home Office due to any of the work disruptions.

#### **Special Provisions**

Either Party shall provide no less than 4 months' notice of intention to terminate the Letter, in part or in full.

The Employer agrees to discuss operational needs at Union Management Consultation and discuss Agency workload concerns at each of the Standing Committee meetings.

Signed this \_\_\_\_ Day of \_\_\_\_\_ 2023.

E&OE Signed off this <u>8th</u>	day of September	2023
For the Union	For the Employer	
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Union			
Number	Affected Article/MOU	Date: September 8, 2023	Time:
UP 35	LOC	The Union proposes renewing this LOC.	

#### LETTER OF COMMITMENT UNDERSTANDING #9

#### **BETWEEN:** Coastal Community Insurance Services

# AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

#### **Employees Performing Volunteer Work**

The Union and the Employer agree that making a visible and meaningful difference in building healthier communities is in the general interest.

In keeping with this "Community Experience" the Union and the Employer encourage employees to actively participate in community programs and events that demonstrate the Credit Union's care for the communities in which they live, work and conduct business.

The Parties recognize that there may be times when employees may be unable to participate in community programs and events. Under such circumstances, this will not be used in any performance assessment evaluation or any promotional opportunity.

Signed this 7th day of January, 2022.

# SIGNED on BEHALF of the EMPLOYER Party of the First Part;

# SIGNED on BEHALF of the UNION Party of the Second Part;

E&OE Signed off this <u>8th</u>	_day of September	2023
For the Union	For the Employer	
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