

MEMORANDUM OF AGREEMENT

BETWEEN:

Coastal Community Insurance Services (CCIS)

(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

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 Collective Agreement in force and effect between the Employer and the Union from January 1, 2020 to December 31, 2023, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. Without limiting the generality of the foregoing, it is agreed that all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from January 1, 2017 to December 31, 2019 shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") to the Collective Agreement in force and effect between the Employer and the Union from January 1, 2020 to December 31, 2023, inclusive, shall be included in the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.

4. All the terms and conditions to be included in the aforesaid successor Collective Agreement between the Parties shall be effective on the date of ratification of this Memorandum, except as expressly provided otherwise by this Memorandum.
5. Upon ratification by both Parties in accordance with this Memorandum, the following provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.
 - (a) Retroactive adjustments for the above period(s) shall apply to:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum; and
 - (b) Where the retroactivity described above involves payment of money by the Employer, this shall be done as follows:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum shall be paid by the Employer all retroactive monies to which they are entitled within thirty (30) calendar days of the date of ratification of this Memorandum and each such person shall be paid retroactivity in full by a separate cheque issued by the Employer; and
6. 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 unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
7. 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.
8. 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, save and except as expressly provided otherwise by Paragraph 10 below.
9. It is understood that the attachments hereto affixed as Appendix "A", and the successor Collective Agreement arising therefrom, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In the event of any dispute in these respects, the Parties agree that Mr. Vince Ready shall be empowered to resolve same first through mediation then through final and

binding arbitration, if necessary, under the Labour Relations Code of British Columbia, in which case the Parties shall share equally the costs for Mr. Ready's services.

10. 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.
11. The Employer expressly agrees that no Employee in the bargaining unit shall be disciplined, discharged or in any manner penalized or prejudiced for any conduct or comment by the Employee in relation to the collective bargaining giving rise to this Memorandum or in connection with any related strike by the Union or any related lockout by the Employer. The Employer further expressly agrees that no legal action arising out of said collective bargaining process shall be either commenced or pursued by the Employer against the Union.
12. 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 at _____, B.C. this _____ day of _____, 20__

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 1 | Various | Housekeeping Change – Sections to Articles | |

Change Sections to Articles

Rename all references to “Section” to “Article” throughout the Collective Agreement.

Examples below

6.4 Overtime Premiums

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½) 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 (1½) 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 Section** 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 Manager or their authorized representative.

7.2 In the event any of the holidays in **Article 7.1 Section 1** occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

9.5 Special Leave without Pay

- (a) Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay, for a period of up to sixty (60) calendar days. Under such leaves, the employee shall retain and

continue to accrue seniority. Such leaves of absence shall not be unreasonably withheld.

- (b) Such leaves may be extended for an additional period of up to sixty (60) calendar days when approved by the Employer. Seniority will not accrue during such extension.
- (c) Employees may continue coverage under the benefit plans during the leave periods outlined in **Article 9.5 Section** (a) and (b) provided the employee pays the monthly premiums in advance.

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 **Section 12.2(a) and Section 12.3** of this Article.

14.5 An employee laid off and placed on the recall list under Article **13.3, Section 3,** will retain and continue to accumulate seniority during the period of lay-off.

14.6 An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- | | |
|-----------------------------------|--|
| Union Business | – Article 9.1, Section 1 |
| Special Leave without Pay | – Article 9.5(a), Section 5 (a) |
| Pregnancy/Parental/Adoption Leave | – Article 9.4, Section 4 |
| Sick Leave | – by Policy |

14.7 Regular employees shall accrue seniority on the basis of one (1) day for each day of accrued service, including statutory holidays, and vacations.

14.8 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

14.9 A full-time regular employee, bumping into a part-time position as a result of a lay-off as outlined in Article 13 or technological change as outlined in Article 17, shall retain their right of recall as outlined in Article **13.4, Section 4.**

16.2 If a regular employee is terminated except as provided in **Section 16.1** above, 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.

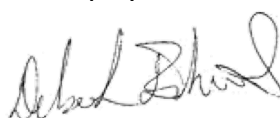
E&OE

Signed off this 14th day of September, 2021
For the Union



Anny Chen, Union Representative

For the Employer



Deborah Edwards, VP Human Resources



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 2 | Various | Housekeeping Change – Gender Neutral | |

Gender Neutral Language

The Union proposes the entire collective agreement be updated to become gender neutral.

- ie. ‘he/she’ be changed to ‘the employee’
 ‘her/his’ be changed to ‘their”

E&OE

Signed off this 14th day of September, 2021

For the Union

Anny Chen, Union Representative

For the Employer

Deborah Edwards, VP Human Resources



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|---------------|
| Number | Affected Article/MOU | Date: September 15, 2021 | Time: 10:36am |
| UP 7 | 3.1 | Amend 3.1 | |

ARTICLE 3 – Union and Employer Representation

3.1 Recognition of Union Executive Board Members, Councillors, Job Stewards, Occupational Health and Safety Committee Worker Representatives and Union Representatives

The Employer will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Councillors, Job Stewards, Occupational Health and Safety Committee Worker Representatives and Union Representatives. The Union may identify one Job Steward as the Chief Steward.

The Union will notify the Employer in writing as to who are the elected, appointed and/or designated Executive Board Members, Councillors, Job Stewards, Occupational Health and Safety Committee Worker Representatives and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the collective agreement or any applicable legislation.

In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Employer.

Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints grievances, including making presentations to management as required.
- ~~(b) Stewards shall be permitted to sit in on any performance review at an employee's request.~~
- (b) Posting notices relating to meeting, dues, entertainment, health and safety and general Union information and activities on the Union's Bulletin Boards as

E&OE

Signed off this 15th day of September 20 21

For the Union

Anny Chen, Union Representative

For the Employer

Deborah Edwards

provided under Article 15.1.

- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.
- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out under the Grievance Procedure.

E&OE

Signed off this 15th day of September 20 21

For the Union



Anny Chen, Union Representative

For the Employer



Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 15, 2021 | Time: |
| UP 9 | 3.3 | Amend 3.3 | |

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 Article 3.3 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.
- 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

E&OE

Signed off this 16 day of September 20 21

For the Union

Anny Chen, Union Representative

For the Employer

Deborah Edwards

Respectful Work Environment, Expressions of Interest, Job Postings, Benefit Program Review, and Rights of Job Stewards.

- g) The Employer will provide employees with training to promote and support workshops regarding respectful work environments. and notify the Union of the workshop dates. A list of courses will be provided to the Union. The Union's Representative (or their designate) may attend such meetings. participate in any respectful work environment discussions.

E&OE

Signed off this 16 day of September 20 21

For the Union



Anny Chen, Union Representative

For the Employer



Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 12 | 5.1 | Amend 5.1 | |

Article 5 – Definition of Employees

5.1 Probationary Period

All regular employees shall be considered probationary for the first ninety (90) working days of employment. This period may be extended by mutual agreement between the Employer and the Union.

Each new employee shall be provided a letter of engagement and a listing of all the Job Stewards and. The Employer will provide notification to CCIS Job Stewards of each new bargaining unit employee's name and location within ten (10) business days. The Job Steward at the appropriate branch will be notified of the new employee's name.

Each new employee will be provided with a one (1) hour orientation period within one (1) month of the employee's initial hire. This orientation period will be conducted on the Employer's premises within the normal working day at mutually agreeable time by an elected Job Steward.

The Union will advise the Employer of the name of the Job Steward, at the branch where the new employee is working, who will conduct the orientation referred to above.

New employees will be provided with a list of expectations specifically for their positions as outlined in their job description.

E&OE

Signed off this 16 day of September 20 21

For the Union

For the Employer

Anny Chen, Union Representative

Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 15 | 6.2 | Amend 6.2 | |

Article 6 – Hours of Work and Overtime

- 6.2** A one-half (1/2) hour unpaid lunch period will be provided and taken within the three (3) hours in the middle of the regular working day - precise time to be arranged between the Employer and the employee. Part Time ~~Regular~~ Employees shall take a one-half (1/2) hour unpaid lunch period when they work in excess of five (5) hours.

E&OE
Signed off this 30th day of November 2021

For the Union

Anny Chen, Union Representative

For the Employer

Deborah Edwards, VP HR



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 16 | 6.3 | Amend 6.3 | |

Article 6 – Hours of Work and Overtime

- 6.3** Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time ~~Regular~~ employees will be entitled to the following, without loss of pay:

Two (2) to five (5) hours worked – one (1) fifteen (15) minute rest period: in excess of five (5) hours worked – two (2) fifteen minute rest periods.

E&OE

Signed off this 30th day of November 2021

For the Union

Anny Chen, Union Representative

For the Employer

Deborah Edwards, VP HR



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|--------------|
| Number | Affected Article/MOU | Date: September 16, 2021 | Time: 3:31pm |
| UP 20 | 8.3 | Amend 8.3 | |

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. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group 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 16 day of September 20 21

For the Union

For the Employer

Anny Chen, Union Representative

Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 23 | 9.4 | Amend 9.4 | |

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*. ~~A regular employee shall be entitled to six (6) months leave without pay upon completion of the pregnancy/parental/adoption leave period.~~ Such leaves will not affect sick leave 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 ~~his/or her~~ 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 ~~her/his~~ 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 14th day of September, 2021

For the Union

Anny Chen, Union Representative

For the Employer

Deborah Edwards, VP Human Resources



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 37 | 15.3 | Amend 15.3 | |

Article 15 – General Provisions

15.3 Disciplinary Action

Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. ~~At the discretion of the employee,~~ The Employer shall advise the employee of their right to a bargaining unit Union Job Steward, or an alternate as appointed by the Union may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee in writing at the time the discussion takes place.

~~Employees shall have the right to have a Job Steward present for any performance improvement discussion.~~

To ensure the employee is given a reasonable opportunity to determine if the employee wishes a Job Steward at the meeting referred to above, notice of such a meeting will be provided at least 24 hours in advance of the meeting.

The written or verbal advance notice of the meeting will be provided to the employee and to the Job Steward at the same time.

When an employee is issued a letter of discipline, the ~~local Steward~~ Job Steward and the Union will be provided with a copy of the letter at the time it is issued.

E&OE

Signed off this 22 day of September 20 21

For the Union



For the Employer



Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 41 | 15.9 | Amend 15.9 | |

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.

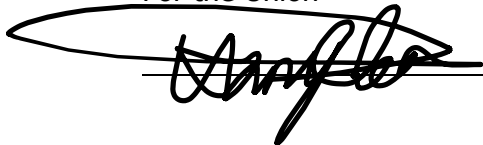
Provided the employee has been free from discipline for a period of twenty-four (24) months, written warnings will be removed from the employee's file. Respecting suspensions, the employee must have been free from discipline for a period of thirty-six (36) months before the suspension will be removed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

A Performance Improvement Plan is not considered to be disciplinary in nature. When an employee successfully completes their Performance Improvement Plan, they shall receive a written confirmation. from their manager.


E&OE

Signed off this 22 day of September 20 21

For the Union



For the Employer



Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 45 | 19 a | Amend Article 19 a | |

Article 19 – Alternate Dispute Resolution

19 (a) At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, either party may refer the unresolved grievance to Alternate Dispute Resolution as set out below.

1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 20 – Arbitration.
2. Should either party seek a third party “non-binding option”, the parties agree to exchange a brief written statement including the following:
 - a) a summary of the grievance
 - b) the alleged violation of the collective agreement, and
 - c) the remedy sought
3. Such written statement will be referred to a Mediator as mutually agreed upon between the Union and the Employer for mediation and a non-binding recommendation to settle the grievance.
4. The parties may provide to the Mediator above, an Agreed Statement of Facts.
5. The Mediator’s recommendations will be issued within two (2) weeks of the Mediation.
6. The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
7. The Mediator’s recommendations will be without prejudice and will have non-precedential value in any other proceeding.
8. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
9. The cost of the Mediator’s intervention will be shared equally by the parties.
10. The continued credibility of the process depends upon both parties recognizing the scope of this Alternate Dispute Resolution process.

E&OE

Signed off this 22 day of September 20 21

For the Union

Anny Chen

For the Employer

Deborah Edwards



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2020
Union Proposals (UP Item)**

| Union | | | |
|--------|----------------------|--------------------------|-------|
| Number | Affected Article/MOU | Date: September 14, 2021 | Time: |
| UP 46 | 20 | Amend Article 20 | |

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. McPhillips.

E&OE

Signed off this 22 day of September 20 21

For the Union

For the Employer

Deborah Edwards

PROPOSAL #3

ARTICLE 9 – LEAVE OF ABSENCE

Current:

Article 9.2 Bereavement Leave

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for five (5) consecutive working days immediately following or within a reasonable period of time following the death. Immediate family is defined as the employee's spouse, fiancé, children, step-children, foster children, parent, step-parents, sibling, or step-sibling. Such employees shall be granted leave of absence without loss of pay for three (3) consecutive working days immediately following or within a reasonable time following the death of the employee's parent-in-law, sibling-in-law, grandparents and grandchildren. Such employees shall be entitled to up to two (2) extra consecutive days with pay if attending a funeral out-of-town. Out-of-town means the requirement of total travel time in excess of six (6) hours. In the case of grandparents-in-law, niece and nephew, one (1) working day leave of absence shall be granted upon request. The leave of absence will not be charged against paid sick leave or annual vacation entitlement.

Proposed Amendment:

Article 9.2 Bereavement Leave

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for five (5) consecutive working days immediately following or within a reasonable period of time following the death. Immediate family is defined as the employee's spouse, fiancé, children, step-children, foster children, parent, step-parents, sibling, ~~or~~ step-sibling, **ADD – parent in law, grandparents, grandchildren, guardian, or any person who lives with an employee as member of the employee's family.** Such employees shall be granted leave of absence without loss of pay for three (3) consecutive working days immediately following or within a reasonable time following the death of the employee's ~~parent-in-law~~, sibling-in-law, ~~grandparents and grandchildren~~. Such employees shall be entitled to up to two (2) extra consecutive days with pay if attending a funeral out-of-town. Out-of-town means the requirement of total travel time in excess of six (6) hours. In the case of grandparents-in-law, niece and nephew, one (1) working day leave of absence shall be granted upon request. The leave of absence will not be charged against paid sick leave or annual vacation entitlement.



COASTAL
COMMUNITY

TOGETHER, LET'S DO
GREAT THINGS

SIGNED ON BEHALF OF THE UNION

Anny Chen – Union Representative

Date: September 14, 2021

SIGNED ON BEHALF OF THE EMPLOYER

Deborah Edwards – VP, Human Resources

Date: September 14, 2021

PROPOSAL #5**ARTICLE 10.1 (a) – BENEFITS PLAN AND SICK LEAVE**Current:ARTICLE 10.1 (a) – BENEFITS PLAN AND SICK LEAVE

- a) On the first day of the month following completion of probation, all regular employees who work no less than sixty (60) hours per month shall become entitled to coverage under the Benefits Plan Outline listed in the attached Appendix B-1. For the purposes of coverage of common-law spouses (this may include a same sex partner) the Parties must have lived together under the same roof for a term of one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated.

Proposed Amendment:ARTICLE 10.1 (a) – BENEFITS PLAN AND SICK LEAVE

- a) ~~On the first day of the month following completion of probation,~~ On the first day of the month coinciding with or next following the date on which an employee completes three (3) months of continuous employment, all regular employees who work no less than sixty (60) hours per month shall become entitled to coverage under the Benefits Plan Outline listed in the attached Appendix B-1. For the purposes of coverage of common-law spouses (this may include a same sex partner) the Parties must have lived together under the same roof for a term of one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated.

SIGNED ON BEHALF OF THE UNIONSIGNED ON BEHALF OF THE EMPLOYER

Anny Chen – Union Representative

Deborah Edwards – VP, Human Resources

Date: September 15, 2021

Date: September 15, 2021



PROPOSAL #7

ARTICLE 14.3 – SENIORITY

Current:

ARTICLE 14.3 - SENIORITY

An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within one (1) year, shall be credited with seniority held at the date of leaving the bargaining unit.

Proposed Amendment:

ARTICLE 14.3 - SENIORITY

An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within eighteen (18) months, shall be credited with seniority held at the date of leaving the bargaining unit.

SIGNED ON BEHALF OF THE UNION

Anny Chen – Union Representative

Date: September 15, 2021

SIGNED ON BEHALF OF THE EMPLOYER

Deborah Edwards – VP, Human Resources

Date: September 15, 2021



COUNTER PROPOSAL TO UP4

LETTER OF UNDERSTANDING #2

Current:

LETTER OF UNDERSTANDING #2

The Union and the Employer recognize the right of an employee to work in a harassment free environment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace in accordance with the policy "Harassment Policy" set out by 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 thirty (30) days 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.

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:

LETTER OF UNDERSTANDING #2

The Union and the Employer recognize the right of an employee to work in a harassment free environment. The Employer shall take such actions ~~as are necessary respecting an employee engaging in harassment in the workplace~~ **ADD - to prevent and address workplace bullying and harassment** in accordance with the ~~policy~~ **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.

~~ADD—Every employee must take reasonable steps to protect their own health and safety as well as the health and safety of others with respect to bullying and harassment in the workplace.~~



An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint, in writing, to the Employer, within ~~thirty (30) days~~ **ADD - 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 ~~(1)~~ **ADD - 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.

SIGNED ON BEHALF OF THE UNION

Anny Chen – Union Representative

SIGNED ON BEHALF OF THE EMPLOYER

Deborah Edwards – VP, Human Resources

Date:

Date: September 20, 2021



(Canadian Office and Professional Employees Union, Local 378)

**COASTAL COMMUNITY INSURANCE
SERVICES (CCIS)
PROPOSALS 2021
Union Proposals (UP Item)**

| | | | |
|---------------|----------------------|------------------------|-------|
| Union | | | |
| Number | Affected Article/MOU | Date: December 9, 2021 | 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 during this term.

UP 4 – WITHDRAWN

~~1.4 — This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event the employer introduces or intends to introduce any significant business adjustment, such operation shall continue to be subject to the terms and conditions of this agreement.~~

UP 6 – WITHDRAWN

~~2.6 — During the life of this agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement, it shall be dealt with pursuant to the relevant section to the *Labour Relations Code*.~~

UP 11 – WITHDRAWN

~~4.3 — In the event that the Employer applies and becomes eligible for the Employment Insurance premium reduction, the Employer agrees that a minimum of five twelfths (5/12) of the savings shall be paid back to employee annually and in a manner agreed by the parties.~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

UP 21 - AGREED**8.6 Supplementary Vacation Plan**

- (a) After completing ten (10) years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay **each five (5) years**, as set forth below:

| YEARS OF COMPLETED SERVICE | WORKING DAYS OF SUPPLEMENTARY VACATION |
|----------------------------|--|
| After ten (10) | Five (5) |
| After fifteen (15) | Five (5) |
| After twenty (20) | Ten (10) |
| After twenty-five (25) | Ten (10) |
| <u>After thirty (30)</u> | <u>Five (5)</u> |

UP 26 - WITHDRAWN**9.9 Domestic and Household Emergency Leave**

Any Full time Regular employee or Part time Regular employee shall be granted up to five days, without loss of pay, to attend to domestic and household emergency leave every calendar year.

UP27- AGREED**9. 10 Domestic Violence Leave**

The Employer shall grant in accordance with the Employment Standards Act 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 Employment Standards) to deal with issues related to domestic violence.

UP 28 - AGREED**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:

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- January 1, 2016 – 11.0%
- July 1, 2019 – 11.25%
- July 1, 2022 – 11.50%

UP 29 – WITHDRAWN

~~10.4 An employee, upon request by the Employer, shall provide proof of illness which involves paid leave in excess of 5 consecutive days.~~

~~This sick leave plan will also apply to family responsibility leave for a maximum of ten (10) calendar days per year.~~

UP 33 - WITHDRAWN

~~13.2 Notice of lay off or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:~~

- ~~— (a) Employees, other than probationary employees, with less than two (2) years' service — two (2) weeks.~~
- ~~— (b) Employees with two (2) years or more completed service — two (2) weeks plus one (1) additional week per additional year of completed service to a maximum of twenty (20) twenty six (26) weeks.~~

~~Such payment in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.~~

UP 34 - AGREED

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 in doing so will forfeit all seniority rights under this agreement 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 _____ day of _____ 20____

For the Union

For the Employer

UP38 - WITHDRAWN

15.5 — 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.~~

~~In cases of an emergent and unforeseeable nature, where fifteen (15) days' notice is not possible, the employee will notify the employer with as much notice as possible.~~

~~The article shall apply to paramedical appointments, which are ordered by employees' medical practitioners. The employee shall provide a Doctor's letter of referral.~~

UP 43 - WITHDRAWN

17.5 — Severance Pay

~~Severance pay shall be paid to employees on the basis of two (2) weeks severance pay at the employee's regular salary for every completed year of service to a maximum of thirty-two (32) weeks thirty-six (36) weeks.~~

~~An employee who chooses to be laid-off and placed on the recall list may elect:~~

- ~~i) to terminate during recall period and be paid the employee's severance entitlement upon termination.~~
- ~~ii) to remain on the recall list and be paid severance pay entitlement upon the expiration of the recall period, should they not be recalled.~~

CCIS 2 - AGREED

Article 7.1 (a)

The Employer agrees to provide all employees with the following Statutory Holidays, without loss of pay:

| | | |
|----------------|------------|-------------|
| New Year's Day | Family Day | Good Friday |
|----------------|------------|-------------|

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

| | | |
|------------------|-----------------|--|
| Easter Monday | Victoria Day | Canada Day |
| BC Day | Labour Day | National Day of Truth and Reconciliation |
| Thanksgiving Day | Remembrance Day | Christmas Day |
| Boxing Day | | |

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay to be taken adjacent to the employee's normal day(s) off or at a time mutually agreed between the employee and the Employer.

*Statutory Holiday pay at 5.2% will be included in the regular wage rates for part-time employees and paid on each pay period.

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.

CCIS 9 – AGREED

The Employer proposes a new unionized position: **Senior Insurance Representative, Level III**. The role's salary is determined as \$2 per hour more than Level II at the 36th month.

CCIS 12

Proposed:

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

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.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

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.

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.

- d. 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.
- e. 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.
- f. Any arrangement may be cancelled at any time by the Employer by giving at least a three (3) week advance notice.
- g. 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~~ in-person 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).

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

- 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 Employers 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.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

- 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.

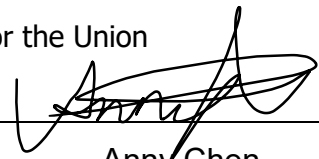
| |
|------------------------|
| UP 47 and UP 48 |
|------------------------|

4 Year Term ending 2023

| | |
|---------|-------|
| Year 1: | 2.50% |
| Year 2: | 2.75% |
| Year 3: | 2.50% |
| Year 4: | 2.75% |

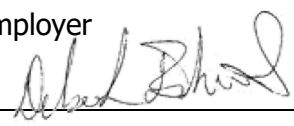
E&OE
Signed off this _____ 9th _____ day of _____ December _____ 20 21

For the Union



Anny Chen

For the Employer



Deborah Edwards