

LETTER OF UNDERSTANDING #13
WORKING REMOTELY

(REPLACES EXISTING LETTER OF UNDERSTANDING #13 - TELECOMMUTING)

For the purposes of this Letter of Understanding, "working remotely" is defined as performing work from any location other than the employee's established headquarters as described in Article 20.01. This may include another ICBC location, or an employee's residence.

~~The Parties recognize that remote work arrangements can improve employee experience, lessen ICBC's environmental footprint, and increase operational efficiency. Within the terms of this LOU, the parties agree to work together to facilitate mutually agreeable remote work arrangements. The Collective Agreement applies in all respects except as specifically amended by this letter.~~

1. Approval or Direction to Work Remotely

- a. Subject to the terms of this LOU, an employee may, with the agreement of their manager, work remotely. This may include work at an ICBC office other than their HQ, or work from an employee's residence.
- b. No More than 50% of a department will be granted permission to work remotely at any one time.
- c. Working remotely is voluntary. Each working remotely arrangement will be confirmed in a letter which lays out the details of the arrangement. The letter will contain a start and end date. A copy of the letter will be sent to the union in each instance.
- d. Remote work arrangements may be cancelled at anytime by either the employee or their manager by giving two (2) weeks' notice.

2. Work Schedule

- a. When working remotely an employee's normal weekly work schedule applies.

3. Equipment and Expenses

- a. The Corporation will provide employees with the equipment necessary to work remotely and will bear the cost of maintenance of corporate property. Employees will bear the cost of any required internet connection. Employees will be provided a cellular phone for the purposes of making business related calls.

- b. Any additional insurance costs necessitated by the remote work will be borne by the Corporation.

4. Safety

- a. The Corporation Joint Safety Committee will ensure that locations where employees work remotely meet applicable safety standards.
- b. Where considered appropriate, the Corporation Joint Safety Committee will provide training to employees working remotely concerning safe work practices in the remote work locations.
- c. Employees who work remotely must continue to comply with their obligations under the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with any safety policies and procedures that may be instituted by the Corporation to the extent that they are applicable to the remote working arrangement.

5. Working Remotely from Employee's Residence

- a. Employees working remotely from their place of residence are responsible for providing a dedicated work space which is appropriate for working remotely.
- b. The Corporation will ensure that at least one Union appointed member of the occupational health and safety committee will participate in a visit to the employee's place of residence to ensure a working environment which meets applicable safety and information privacy standards. Where a site visit is not practicable, an employee shall provide the designated member of the occupational health and safety committee photographs or video of their home work location. Employees must implement the recommendations made by the Joint Safety Committee concerning a safe environment.
- c. ~~Corporation Management or their delegates~~The Joint Safety Committee shall have the right to inspect the employee's place of residence from time to time to ensure ongoing compliance with the requirements of *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with the Corporation's Occupational Health and Safety policies and procedures provided twenty-four hours' notice is given.
- d. Employees working remotely from their place of residence must manage dependent care and personal responsibilities separately from work, in a way that allows them to meet job requirements. Employees will not be expected to perform work from home while on sick leave. The Corporation will not use remote work as a return to work mechanism.

- e. In the event an employee working remotely from their place of residence experiences technical disruption or power outage while performing work, such disruption will be reported to their immediate manager and the employee may be required to temporarily relocate to the nearest ICBC location 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.

6. General

- a. Subject to the terms of this Letter of Understanding, while working remotely, employees retain all rights and benefits of the Collective Agreement, including WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of working remotely. Employees who work remotely will continue to be attached to their established ICBC headquarters for the purposes of the collective agreement. Their remote work location will be considered an alternate Headquarters for purposes of the Collective Agreement.
- b. Employees who work remotely will be required to adhere to the Corporate Code of Ethics, Corporate Policy Guide, Information Systems Security Policies, Occupational Health and Safety Policies, and any other policies, procedures or directives as provided by management.
- c. The Corporation will provide the Union with names of all bargaining unit members who are working remotely on a bi-annual basis.

FOR THE UNION:

J. Zygmunt

Date:

FOR THE CORPORATION:

B. Hale

Date: