

BETWEEN:

INSURANCE CORPORATION OF BRITISH COLUMBIA

(the "Corporation")

AND:

COPE378 dba MoveUP

(the "Union")

AGREEMENT IN PRINCIPLE

1. Previous Conditions

All of the terms of the previous Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be four (4) years, from July 1, 2025 to June 30, 2029, inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of the Memorandum of Agreement, unless otherwise specified.

5. Appendix "A"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Agreement in Principle as Appendix "A".

6. Appendix "B"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Agreement in Principle as Appendix "B". Following the execution of this Agreement in Principle, the Parties will work together to prepare the appropriate Collective Agreement language as outlined in Appendix "B", within seven (7) days of execution of this Agreement in Principle. This finalized document shall be included in a final Memorandum of Agreement, which will contain Appendix "A" and the finalized language in Appendix "B." All other proposals tabled by the parties are withdrawn without prejudice.

7. Ratification

Upon the completed signing of this Agreement in Principle and finalization of Collective Agreement language under section 6 above, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

Signed this 19th day of August, 2026.

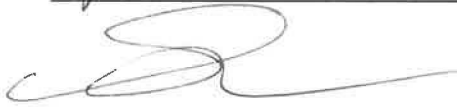
BARGAINING REPRESENTATIVES

REPRESENTATIVES
FOR THE EMPLOYER:







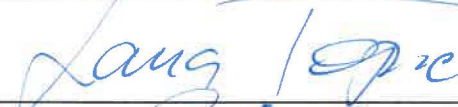




Madalina Oproni

REPRESENTATIVES
FOR THE UNION:













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icbc 6 – Staggered Start Times



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 1, 2026	Time:
UP#3	Article 2	ARTICLE 2 – UNION RECOGNITION	

ARTICLE 2

UNION RECOGNITION

2.01 Recognition of Union Executive Board Members, Executive Councillors, Job Stewards and Union Representatives

The Corporation will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Executive Councillors, Job Stewards and Union Representatives.

The Union will notify the Corporation in writing as to who are the elected, appointed and/or designated Executive Board Members, Executive Councillors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Agreement.

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 Manager, Employee Relations.

2.02 Rights of Job Stewards

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

- (a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- (b) The transmission of Union bulletins and/or notices by posting or such other means as are reasonable under the circumstances.
- (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&OE
Signed off this 3rd day of June 2026

For the Union

For the Employer

- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out in Article 3.06 of this Collective Agreement.

2.03 Paid and Unpaid Leave for Job Stewards and Union Officers

- (a) Job stewards can carry out their duties in Article 2.02(a), 2.02(b), and 2.02(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 hours will not be paid for by the Corporation. Before carrying out duties relating to 2.02(a) or 2.02(e) during regular working hours, the Job Steward will first obtain permission from their manager or designated manager. Such permission will not be unreasonably withheld. Job stewards may carry out their duties relating to 2.02(b) upon prior notification being given to the manager at their location. It is understood that Job Stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

(b) **Leave of Absence for Arbitration Hearings.**

Job stewards and/or affected Corporation employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time worked. The time spent beyond regular hours will not be paid for by the Corporation.

(c) **Leave of Absence for Union Executive Meetings**

Job stewards and/or other elected Officers of the Union who regularly work for the Corporation and are required to participate in Union Executive meetings will be granted up to one (1) day's leave with pay for each period of leave so required. Time spent beyond regular hours and time spent beyond one (1) working day will not be paid by the Corporation, and will be considered leave of absence without pay.

(d) **Leave of Absence for Union or Labour Conventions**

Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Corporation, and who are elected or appointed to attend Union or labour conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Corporation. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Corporation to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Section.

(e) **Miscellaneous Leave of Absence**

Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Employee Relations for other activities not specifically identified above.

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Signed off this 3rd day of June 2026

For the Union



For the Employer



- (f) Job stewards and/or elected Officers of the Union who regularly work for the Corporation and who are assigned to joint Union-Corporation committees, will be paid by the Corporation for all time spent on such committees during regular hours.
- (g) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.
- (h) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the applicable manager and/or Labour Relations Department with not less than five (5) working days written notice, where possible.
- (i) Employees who request and are granted a leave of absence for Union business, either with or without pay, are required to complete the appropriate form and submit it to their manager.
- (j) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Corporation will continue an employee's normal salary, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

2.04 Union Leaves

(a) Union Leave

Employees elected or appointed to full time Union positions, including LTD Trust Administrator (excluding clerical staff), will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Corporation and the employee will continue to accrue seniority with the Corporation during such period. Employees on such leave will at their option continue to participate in all Corporation welfare plans, provided the Union reimburses the Corporation on a monthly basis for the cost of such premiums. Employees on leave to work for the Union on application to the Corporation, will be re-employed by the Corporation at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in their classification assuming they had never left the employment of the Corporation.

(b) Trainee Union Representatives

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

- the timing of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the corporation;
- only one (1) such leave will be granted in a twelve (12) month period;

E&OE
Signed off this 3rd day of June 2026

For the Union

Sarah Cell

For the Employer

[Signature]

- in situations where the Trainee is assigned to the ICBC bargaining unit, they will work under the direction of a full-time union representative - who is also regularly assigned to the ICBC bargaining unit - for the duration of the trainee appointment.

2.05 Communications - Union Bulletin Boards

Bulletin boards shall be made available to the Union at all locations of the Corporation for posting of appropriate notices relative to meetings and general Union activities. The Corporation will provide access to its mail distribution systems and electronic messaging systems, on a cost-share basis, for the distribution of such notices upon prior approval being obtained from the Manager, Employee Relations.

2.06 Cooperation with Union Officers

The Corporation will cooperate with Officers, Executive Councillors, Job Stewards, and/or Representatives of the Union in carrying out their Union responsibilities.

2.07 Union Use of Office Space

Job stewards and/or Representatives of the Union who require private office space for the purpose of performing their duties relative to 2.02(a) above, will receive such accommodation on request to the manager of the department or the Manager, Employee Relations.

2.08 New Employee Union Orientation

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to their Job Steward as part of their orientation to the department. In addition, the Corporation agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, for a period of up to one (1) hour. The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Corporation and the Union. The time and location of the meeting will be subject to approval by management.

2.09 Notification of New Excluded Jobs

Prior to implementation, the Corporation agrees to advise the Union, and provide the job profile, of newly created or amended first-level management jobs, and confidential jobs which are excluded from the bargaining unit.

Upon written request by the Union, the Corporation will, no more than once annually, provide to the Union an updated list of all excluded job profiles at ICBC.

2.10 Union Insignia

E&OE
Signed off this 3rd day of June 20 26

For the Union

Sara Colli

For the Employer

JCB

- (a) A Union member shall have the right to wear or display jewellery (pins, etc.) bearing the recognized insignia of the Union.
- (b) One (1) Union shop card, furnished by the Union, will be displayed to public view at the public entrances to Corporation premises. Such card will not exceed 6 in. X 8 in. In dimensions, and shall be surrendered by the Corporation upon demand by the Union.

2.11 Union Meetings

Where possible the Corporation will allow Union Representatives to conduct meetings after hours on Corporation premises, within the following conditions:

- (a) The Union will provide the Corporation with as much advance notice as possible.
- (b) The meeting(s) will be held in an area which will cause the least inconvenience to the cleaning services, e.g. lunch rooms or an open area.
- (c) The Union will ensure that the premises are left in good order.
- (d) Any meetings involving more than one (1) floor area, department or claim centre, will be held off premise.

2.12 Bargaining Agent Recognition

The Corporation recognizes MoveUP (Canadian Office and Professional Employees Union, Local 378) as the sole bargaining agent, as defined by the Labour Relations Code, for all employees described in the certification issued by the Labour Relations Board on November 5th, 1974.

2.13 No Other Agreement

Neither the Corporation nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Corporation or its representatives which may conflict with the terms of this Agreement.

It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent, and minor nature can arise. Such accommodations will not be considered a violation of this Article.

2.14 Right to have Job Steward Present

An employee shall have the right to have a Job Steward present at any discussion with management personnel which the employee believes might be the basis of disciplinary action. The parties agree to cooperate in conducting these meetings in a manner that does not cause an undue delay of proceedings. Where practicable, the manager shall provide at least twenty-four (24) hours notice of such a meeting. Where 24 hours notice is provided, the employee may request an earlier meeting at their discretion. Where possible, the manager shall provide the

E&OE
Signed off this 3rd day of June 2026

For the Union

Sam Col

For the Employer

[Signature]

employee with information regarding the nature of the concern. The Union will provide the Manager, Employee Relations with a list of Job Stewards on a quarterly basis. Management will provide the employee under investigation with the most recent version of said list of Job Stewards.

Where a manager meets with an employee with the specific intent to administer discipline, the manager shall make every effort to notify the employee in advance of that meeting in order that the employee may have a Job Steward present. The Union may request up to one (1) additional Job Steward/Union Representative, to attend for training purposes in an observational role. Approval for such attendance will not be unreasonably denied.

This Article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

Where the foregoing pertains to a Job Steward, an alternate local Union Representative may be present providing that this does not result in an undue delay of proceedings.

2.15 Technical Information

The Corporation agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining, subject to such information not being harmful to the business interests of the Corporation.

2.16 Union and Corporation Communications

The Corporation and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to the Manager, Employee Relations and the President of the Union or their respective designates.

The Union will be provided with a copy of any written correspondence issued to an employee which expresses an opinion respecting the interpretation of this Collective Agreement as it applies to that employee.

The parties further agree that the use of email and fax correspondence and regular type written correspondence shall be considered proper and acceptable means of communications for all matters contained in this Agreement including grievances.

2.17 Committee Members Miscellaneous Union Leave

Union members who have been appointed to a committee under this Agreement may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Employee Relations. Requests for said leave shall be made to the Manager, Employee Relations no less than five (5) working days prior.

E&OE
Signed off this 3rd day of June 2026

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 3, 2026	Time:
UP#4	Article 4	ARTICLE 4 - SENIORITY	

ARTICLE 4

SENIORITY

4.01 Seniority Defined

- (a) Except as modified in this Agreement, seniority shall be determined as length of continuous service with the Corporation as a member in good standing of the Union.
- (b) Unless an effective break in service occurs, a temporary employee who secures a regular position during the term of their temporary employment shall be credited with seniority back to the date last hired as a temporary employee. Service shall be deemed to be continuous for temporary employees in situations where there are fourteen (14) or fewer calendar days between the end of one (1) period of temporary employment and the start of a new temporary or regular assignment. Such employees will be subject to the probationary periods outlined in Article 6.01.

4.02 Date of Hire Prior to First Agreement

All employees of the Corporation as at the signing date of the first Collective Agreement shall be granted seniority back to the date that they were last hired by the Corporation provided, however, that they have maintained continuous membership in the Union and meet the requirements of 4.03 below.

4.03 Probationary Employees

New employees hired under the terms of this Agreement will be credited with seniority back to the date of hire upon completion of their probationary period.

4.04 Loss of Seniority

Employees shall lose their seniority only if they:

- (a) Terminate employment with the Corporation.

E&OE
Signed off this 3rd day of June 20 26

For the Union

Sara Bell

For the Employer

[Signature]

- (b) Are discharged for just cause or terminated pursuant to proper application of this Agreement.
- (c) Are laid off for a period exceeding the specified recall period as described in Article 8.06(a).
- (d) Accept, or transfer to, a position with the Corporation which is outside the bargaining unit; except that upon returning to a position within the bargaining unit they will be credited with such seniority as had previously been attained in the bargaining unit.
- (e) For the purposes of 4.01 and 4.04(a) above, seniority and service shall be deemed to be preserved in situations when:
 - (i) A regular employee who has terminated their employment is offered and starts a new full-time or part-time regular job with the Corporation within sixty (60) calendar days of their last day of employment. Such employees will be subject to the terms outlined in Article 6.01.
 - (ii) A regular employee who has terminated their employment is offered and starts a temporary position within sixty (60) calendar days of their last day of employment and, without an effective break in service (as described in Article 4.01(b)), subsequently secures a full-time or part-time regular job with the Corporation. Such employees will be subject to the terms outlined in Article 6.01.

Eligibility for benefits will be in accordance with the applicable Articles of the Collective Agreement (i.e. 17.02 and Article 18).

4.05 Seniority Accrual on Seniority List

Employees laid off and placed on the recall list shall continue to accrue seniority during such period of lay-off.

4.06 Seniority for Part-Time Employees

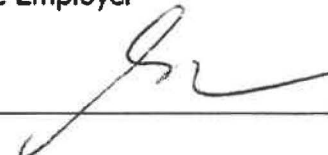
Part-time regular employees shall be credited with seniority on a pro-rata basis in proportion to the hours of work for a full-time employee, to a maximum of a full-time regular employee, as calculated on a bi-weekly basis. Seniority accrual will be based on the employee's scheduled non-overtime hours (i.e. base hours plus voluntary additional hours which are worked during a regular work day/week). In situations of part-time employee absence, seniority accrual will be in accordance with base hours only.

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Signed off this 3rd day of June 2026

For the Union



For the Employer



4.07 Seniority Accrual While on Leave

Periods of illness or injury, vacation, trial period in a position outside the bargaining unit or approved leave of absence will not constitute a break in continuous service provided membership is maintained in the Union.

4.08 Seniority Calculation

Seniority will be calculated on the basis of calendar days of employment as a member of the bargaining unit during a period of uninterrupted service with the Corporation as a regular employee. Part-time regular employees will earn a proportion of calendar days in accordance with Article 4.06.

4.09 Labour Relations Code - Inclusions and Exclusions from Bargaining Unit

- (a) Upon a decision by the Labour Relations Board or agreement by the parties, that an employee and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the employee involved will be granted seniority credit for the period of exclusion.
- (b) Employees excluded under the Labour Relations Code of B.C. or by agreement of the parties, and thus required to withdraw from the bargaining unit, shall be credited with all seniority accrued pursuant to this Article as follows:
 - (i) such employees shall have the right to exercise bumping rights as defined in Article 8.02 in order to remain in the bargaining unit, provided the employee elects this option within two (2) weeks of being excluded from the bargaining unit.
 - (ii) such employees may apply to vacant positions in accordance with Article 7, with full seniority rights, for a period of six (6) months following exclusion from the bargaining unit.

4.10 Seniority List

- a) The Corporation shall maintain a seniority list.
- b) Seniority tiebreakers for shift and vacation bidding will be as follows:
 - a. Most recent start date of continuous employment; and,
 - b. If the start date is the same, Employee number.

Seniority tiebreaks that occurred prior to ratification of the 2025 – 2029 Agreement will be honoured if a post-ratification tiebreak is required.

E&OE
Signed off this 3rd day of June 2026

For the Union

Sara Coll

For the Employer

[Signature]

c) Such lists shall include: name, employee number, seniority, position, department, location and division.

d) Upon written request from the Union, the Corporation will provide the Union with a seniority list within seven (7) working days of such request. This seniority list will be current to the last day of the previous month. Such a request will be made not more than twice yearly except when exceptional circumstances arise such as layoffs.

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Signed off this 3rd day of June 2026

For the Union

Sara Cell

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 6	ARTICLE 6 – EMPLOYEE DEFINITIONS AND BENEFITS	

ARTICLE 6

EMPLOYEE DEFINITIONS AND BENEFITS

Except as specifically limited in this Article, or as limited elsewhere in this Agreement, all employees shall receive all of the benefits and provisions of this Agreement.

6.01 Benefit Waiting Period

Definition

For the purpose of determining benefit entitlements, all employees entering service with the Corporation except as defined in 6.05 or as otherwise provided for in this Agreement, shall be subject to a benefit waiting period for the first three (3) months or sixty (60) paid days of employment, whichever shall last occur. During the benefit waiting period the following shall apply in accordance with Article 4.03:

The employee,

- (a) shall not attain seniority until completion of the probationary period as defined in Article 5.02;
- (b) may be terminated in accordance with Article 5.02(b), and will not be considered laid off or have any rights of recall;
- (c) shall not be entitled to benefits under technological or procedural change;
- (d) shall be eligible to apply for other positions within the bargaining unit, except that selection preference will be equal to that of an outside hire.

6.02 Full-Time Regular Employees

(a) Definition

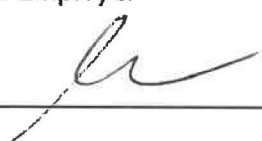
A full-time regular employee is one hired to fill an ongoing position vacated by a regular employee or to fill a new position or additional position which is of a continuing nature.

E&OE
Signed off this 9th day of December 2025

For the Union



For the Employer



(b) **Benefit Limitations**

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

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

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

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

6.03 Part-Time Regular Employees

(a) **Definition**

A part-time regular employee is one hired to fill a position which is of a continuing part-time nature. Except as may be varied below, a part-time regular employee will work according to a regular part-time schedule, but unless agreed with the Union, will not work more than 75% of the normal monthly hours as established in Article 12.

Employees who work more than 75% of the normal monthly hours shall be considered as a full-time regular employee and will receive all benefits thereto. A part-time regular employee's schedule may be varied by agreement with the employee. Part time Regular schedules will provide for not less than 10% of normal monthly scheduled hours as established in Article 12 or other hours of work articles, and no less than four (4) hours per scheduled shift.

(b) **Hours of Work**

Part-time regular employees may be regularly scheduled to work up to the normal hours in a work day, as defined elsewhere in this Agreement. By agreement with the part-time employee and the Corporation, part-time regular employees may be regularly scheduled to work up to nine and one-half (9.5) hours per day at straight time. In addition to scheduled base hours, extra hours may be offered on a voluntary basis to the maximum number of hours normally worked by a full-time regular employee. Either a Job Steward or a local Union Officer will be notified prior to implementation of such an arrangement.

E&OE

Signed off this 9th day of December 2025

For the Union

Sara Bell

For the Employer

[Signature]

(c) **Benefit Limitations**

- (i) will conclude their probationary periods after having worked the equivalent hours as described for the probationary period.
- (ii) will be credited with seniority and service back to date of hire upon completion of the probationary period, and such credit during that period and henceforth shall be in accordance with the hours worked for the Corporation provided the employee retains membership in the Union for that period.
- (iii) will be laid off in accordance with the principle of inverse seniority within their department.
- (iv) will be entitled to coverage under the Dental Plan, Long Term Disability Plan, group life insurance plan, B.C. medical services plan and Extended Health Benefits Plan on a cost share basis in accordance with hours worked. The percentage of premiums paid by the employee will be determined, based on the rolling average of the percentage of full-time hours worked over the previous six (6) pay periods.

The welfare benefit provisions set out above will apply to all newly hired part-time regular employees, and existing employees securing a part-time regular position. Existing part-time regular employees, as at August 25, 1992, and who continue as part-time regular employees, have the option of enrolling in the welfare benefit programs, thereby discontinuing receipt of the 8% paid in lieu of benefits, or declining enrolment and continuing to receive the 8% in lieu of these benefits.

- (v) will be entitled to receive sick leave on a pro-rata basis to cover scheduled days of work.
- (vi) will be remunerated for statutory holidays, as set out in Article 16.01, at the rate of 5.2% gross earnings, and shall receive 2% of gross earnings for each week of earned vacation entitlement, as provided for in Article 15.03, during each calendar year. A part-time regular employee who wishes to take vacation upon completion of the service requirements may request the applicable percentage of earnings to date, subject to a maximum of four (4) two (2) such requests in a calendar year. The amount paid out in such instances will be deducted in the calculation of vacation and holiday pay at year-end. The above compensation represents the part-time employees' total claim for vacation and holiday pay, except that at the discretion of the Corporation such employees may be paid for holidays as they occur provided such is deducted from total compensation above.

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Signed off this 9th day of December 20 25

For the Union



For the Employer



- (vii) may be terminated in accordance with this Agreement, except that pay in lieu of any notice shall be calculated on the basis of scheduled working days or hours within the period of required notice. Any severance pay which may be due as a result of action taken under Article 8 will be calculated on a pro rata basis in relation to the time worked.
- (viii) will receive salary step increases in accordance with their accumulated service.
- (ix) part-time regular employees will have the right to apply for full-time regular positions within the Corporation after the completion of their probationary period but seniority shall be determined under (ii) above. Part-time regular employees who apply to a full-time posting in their current job classification and in the same headquarters that they currently work will not be subject to Article 7.07(a).
- (x) will have their salaries calculated by multiplying their appropriate hourly rate times the hours worked.

6.04 Full-Time Temporary Employees

(a) Definition

Full-time temporary employees may be hired without job posting under the following conditions provided they are paid not less than the rate for a full daily shift for each day worked and are working a normal work week schedule as established under Article 12 or Article 13. It is the intent that the Corporation will appoint regular employees within the applicable department to acting positions within that department wherever practical in advance of hiring temporary employees.

Should no full-time regular employee be available from within the applicable department, upon an employee's written request, the Corporation, where practical, will use full-time regular employees from other departments within the same headquarters. Such usage will be subject to the availability of employees who are capable of performing the work, and the practicality of releasing such employees from their current/regular work assignment(s).

- (i) Full-time temporary employees may be hired in connection with specific temporary projects or temporary variations in work where such project or variation is for six (6) months or less. The parties, by mutual agreement, may agree to a period in excess of six (6) months.

During a period of continuous service, full-time temporary employees will earn service credits towards eligibility for length of service increases as per Article 11.06.

E&OE

Signed off this 9th day of December 2025

For the Union

Sam Call

For the Employer

[Signature]

Full-time temporary employees who assume a lower level position during a period of continuous employment will receive a salary in the lower level position which is commensurate with their accrued service; that is, their rate of pay will be determined on the basis of having accrued their period of continuous service in the lower level job in the first instance.

- (ii) Notwithstanding 6.04(a)(i), full time temporary employees who are hired to replace a full time regular employee absent on maternity leave and parental leave may be hired for the duration of the leave.

Full time temporary employees who are hired to replace a full time regular employee absent on long term disability ("LTD") may be hired for the duration of the LTD up to twelve (12) months from the date LTD commences, without receiving extension approval from the Union.

Full-time temporary employees may be hired for employee replacement during vacations, sick leave, leave of absence and to fill vacancies temporarily while jobs are being posted and filled as follows:

Type of Leave Replacement	Duration
1. Vacation Leave	A maximum period of thirty-five (35) days, plus any vacation carry over under Article 15.10.
2. Sick Leave	A maximum period of four hundred (400) hours of sick leave is provided.
3. Leave of Absences	
(i) Bereavement Leave	A maximum period of five (5) days is normally granted. This may be extended.
(ii) Special Leave	An indeterminate period. *
(iii) Court Leave	An indeterminate period. *
(iv) Maternity Leave	A maximum period of seventeen (17) weeks.
(v) Parental-Adoption Leave	Non-Birth parent or adopting parent: A maximum period of sixty-two (62) weeks. Birth Mothers: A maximum period of sixty- one (61) weeks (in addition to maternity leave). Note: If Article 19.06(e) is applicable, then the duration of the leave replacement shall be extended by the additional leave

E&OE

Signed off this 9th day of December 2025

For the Union

Sara Bell

For the Employer

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	granted, and is not to exceed the maximum entitlement provided under Article 19.06(f).
(vi) Public Office Leave	An indeterminate period. *
(vii) Leave Without Pay	Ten (10) consecutive working days in any calendar year.
(viii) General Leave Without Pay	An indeterminate period.
(ix) Military Leave	A maximum of four (4) weeks per year.
(x) Education Leave	A maximum period of twelve (12) months.
(xi) Long Service Leave	A maximum period of twelve (12) months.
(xii) Compassionate Care Leave	Period of leave to be taken in accordance with the BC Employment Standards Act and Article 19.15.
4. Filling Posted Positions	Article 7.01(b) would apply. **
5. Long Term Disability	In instances where a Regular Employee is absent due to being on Long Term Disability and where a Temporary Employee is required the duration of the leave replacement shall be a maximum period of twelve (12) months, without receiving extension approval from the Union.

* No specific duration is set by the Collective Agreement.

** The selection process normally takes six (6) to eight (8) weeks to complete.

(b) Benefit Limitations

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

- (i) will be governed by Article 6.01 during their probationary period;
- (ii) will not have any rights under the layoff and recall provisions of Article 8. However, the Corporation will advise such employees of a pending layoff as early as possible;
- (iii) will not have any rights under technological or procedural change;

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For the Union

Sarah Celli

For the Employer

[Signature]

- (iv) will be paid 11.2% of gross earnings with each pay period in lieu of annual vacation and general holiday leave;
- (v) will not be entitled to coverage under the Dental Plan, Long Term Disability Plan, Group Life Insurance Plan, B.C. Medical Services plan, or Extended Health Benefits Plan. In lieu thereof, full-time temporary employees will be paid at the rate of 108% of the rate they would have otherwise attained;
- (vi) will be entitled to benefits under the short term disability plan upon the completion of their benefit waiting period in accordance with Article 17.03;
- (vii) can apply for other bargaining unit positions and receive selection preference in accordance with Article 7.03(c) after completion of the probationary period. If selected, the Corporation may require the temporary employee to fulfil their temporary assignment before commencing their new position.

6.05 Part-Time Temporary Employees

(a) Definition

Part-time temporary employees will work less than 75% of the regularly scheduled hours per day and/or week and/or per month as set out in Articles 12 and 13 and such work will be in connection with a specific part- time temporary project which will be for six (6) months or less unless otherwise mutually agreed by the parties.

(b) Benefit Limitations

Unless otherwise specifically agreed by the Union, part-time temporary employees will be paid an hourly rate which will be 108% of the hourly rate which is at the mid-point of the salary range for the appropriate classification. The enhanced rate shall be in lieu of all other benefits except that any benefit required by law will be in addition to the enhanced rate.

Part-time temporary employees will receive 11.2% of gross earnings at termination in lieu of holiday pay as set out in Article 16 and in lieu of vacation entitlements.

(c) Term of Employment

Part-time temporary employees may be hired for up to six (6) months for part-time regular employee replacement during vacations, sick leave and leave of absence.

Part-time temporary employees who are hired to replace a part time regular employee absent on long term disability ("LTD") or Maternity/Parental leave may be hired for the

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duration of the leave but not to exceed the length of the leave for Maternity/Parental leave and twelve (12) months for LTD.

6.06 Work Experience Students

Individuals who are granted work experience status will not be considered employees for the purposes of this Agreement and will receive no pay. Work experience students will not be used in a manner which results in the denial of an opportunity that would otherwise be offered to a regular employee, and will not be used to fill regular or temporary vacancies.

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For the Union

Sara Collin

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 3, 2026	Time:
UP#7	Article 7	ARTICLE 7 – JOB POSTINGS AND COMPETITIONS	

ARTICLE 7

JOB POSTINGS AND COMPETITIONS

7.01 Job Postings

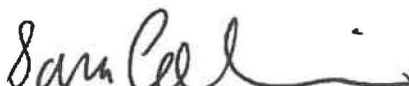
- (a) Except as otherwise provided for in this Agreement, all regular job vacancies will be posted in accordance with this Article unless otherwise specifically agreed to by the Union.
- (b) Except as provided for elsewhere in this Agreement, all regular job vacancies will be posted for five (5) working days. Job vacancies which are posted throughout the Corporation will be advertised on the Corporation's electronic systems. Except as provided in Article 7.01(n), a regular job vacancy which arises through attrition, and which the Corporation intends to replace as a full-time regular position will be posted within twenty-one (21) calendar days of being assumed by an acting incumbent.
- (c) The closing date of any job posting will not expire until the job has been posted for a minimum of five (5) working days. Any applicant will have their job application accepted by the Corporation provided it is received by the Corporation by the closing date.
- (d) The job posting shall contain all relevant job information including job title, work location, required knowledge, skills and abilities, or equivalent, salary range, special conditions, status (full-time or part-time, etc.), and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.

With respect to mass postings, the Corporation will include the anticipated number of positions needed at the time of posting.

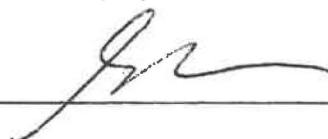
- (e) Late applications due to sickness, vacation or other authorized leave of absence will be accepted, provided such application is received within five (5) calendar days of the posting close for regular postings and within ten (10) business days of the posting close

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for mass postings. In situations where late applications are submitted, the cause for the application being late must be indicated on the application form.

In situations of mass postings, employees whose personal, non-work related, circumstances have changed following the closing date of the posting (e.g. spouse has been relocated) may submit a late application for consideration for future vacancies and inclusion (integration) into the applicable placement inventory, provided such application is received by the Corporation within ninety (90) calendar days of the closing date.

- (f) The Corporation will provide copies of all job postings to the Union office as part of the normal posting distribution.
- (g) A list of the names and seniority dates of the successful applicant(s) will be posted on the intranet. The Union will be advised of the names of all applicants, and the name and seniority of the successful applicant(s). For mass postings, the information provided to the Union will include the originating position of the successful applicants.
- (h) Unless otherwise agreed to by the parties, the Union shall be advised one (1) calendar week prior to any hire from outside the bargaining unit when there are bargaining unit applicants involved in the specific job posting and the Corporation will provide the following information:
 - (i) the posting number of the position to be filled;
 - (ii) names of bargaining unit applicants who applied to the position;
 - (iii) reasons for selection outside the bargaining unit.
- (i) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and will be reimbursed for all expenses incurred as in Article 20.
- (j) The successful applicant shall assume the duties of the new job not later than eight (8) ~~six (6)~~ weeks from the date of notification of selection, unless otherwise agreed with the employee. Temporary employees who successfully apply for other positions may be retained in their temporary position for their period of temporary assignment at the discretion of the Corporation. In any event, however, employees will be paid at the new higher rate either the date they assume the new position or six (6) ~~four (4)~~ weeks from the date of notification of selection, whichever first occurs.
- (k) The parties hereto agree that in certain limited instances, and particularly those involving the replacement of specialized personnel, it is unlikely that a job posting will produce applicants from within the bargaining unit who will have the prerequisite knowledge, skills and abilities, or equivalent to perform such jobs. In order to expedite the hiring process in such instances, the Corporation may advertise outside the

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Sam Cole

For the Employer

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bargaining unit during the posting period provided the Union is notified in advance and the job posting contains a statement outlining the Corporation's action and reason thereto. The statement will further request employees who believe they have the prerequisite knowledge, skills and abilities, or equivalent, to ensure that they submit their applications for consideration. The Corporation does agree, however, that the practice as set out above will be avoided wherever possible in the interest of good employee relations.

- (l) Jobs which are posted as part of a mass posting - e.g. Claims Adjuster jobs - and which are not filled within a period of six (6) months, shall be reposted prior to being filled. All other jobs which are not filled within a period of four (4) months shall be reposted prior to being filled.
- (m) The parties recognize that a lack of space in a headquarters can make it necessary to house departments, or parts of departments, which would otherwise be housed in that headquarters, in a satellite office in a separate building.

It is agreed, for purposes of this Article, that when this occurs, the satellite office of that department shall be considered as one and the same with the headquarters office, such that employees of that department in the satellite office will have the same access to job postings as if they were in the headquarters office.

- (n) A regular job vacancy that arises through attrition, and which the Corporation intends to replace as a full-time regular position, and newly created regular position vacancies, may be held open by the Corporation for a period of up to six (6) months, or a longer period if deemed necessary by the Corporation, but not to exceed one (1) year. Such vacancies may be filled through the use of short-term appointments where the Corporation considers that such positions may be suitable for staff who are being displaced from other regular positions, and for staff who may require special placement accommodations due to disability or diminished work capabilities. The Corporation will provide the Union with a list of regular job vacancies on a monthly basis.

7.02 Appointments to Jobs

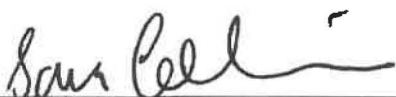
Except as otherwise provided in this Agreement, employees may apply for regular positions during their probationary/assessment period, as described in Article 5.02, but will receive consideration as an outside applicant. Temporary employees who are successful in attaining a regular position may be held in their temporary positions until the conclusion of their temporary assignment, at the Corporation's option.

7.03 Job Selection

- (a) Except as limited in Articles 6.01(d) and 7.02, preference in appointment to bargaining unit positions will be given to regular employees of the Corporation who are members of

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Signed off this 3rd day of June 2026

For the Union



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the bargaining unit. For the purposes of this clause, employees on the recall list are considered regular employees.

- (b) Job selections and promotions shall be on the basis of knowledge, skills and ability to perform the vacant job (as at the time of posting). Where the knowledge, skills and ability are relatively equal, seniority will be the determining factor.

In cases where two (2) or more employees have the same seniority date, and one (1) of those employees will be selected for a posted position, if all other things are equal, the date of the employee's first application for employment with the Corporation will determine the order of seniority.

- (c) After employees covered by Article 7.03(a) and except as limited by Articles 6.01(d) and 7.02, preference in appointment to bargaining unit positions will be given to temporary employees who are members of the bargaining unit.
- (d) The Corporation will consider referrals for jobs in the bargaining unit from the Union in the event that the vacancy cannot be filled from within the Corporation.

- (e) The Corporation will evaluate candidates pursuant to the Corporation's obligations under the *Human Rights Code*.

7.04 Job Selection Disputes

- (a) The Union will initiate the grievance at Stage III of the Grievance Procedure as set out in Article 3 within fifteen (15) calendar days of the date the employee received written notification/email.
- (b) In cases where a selection grievance is initiated, the selected employee may assume the position on a temporary basis until the grievance has been resolved.

Where the placement of the selected employee would involve the relocation of that employee's principal residence and the Corporation elects to fill the position, it will be filled on an interim basis (either through an acting, alternate or temporary assignment), pending resolution of the grievance. In such an instance Article 7.01(j) will not apply.

- (c) The parties agree to expedite the resolution of job selection disputes by utilizing a binding alternate dispute resolution process.
- (d) In the event of a re-selection for a regular position as a result of a selection grievance or Alternate Dispute Resolution (ADR) award, any employee involved in the re-selection may select a Job Steward from within the same headquarters to witness the re-selection. The Job Steward will be entitled to be present for all re-selection interviews and tests, with no loss of pay.

E&OE
Signed off this 3rd day of June 2026

For the Union

Sara Cole

For the Employer

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7.05 Limited Postings and Standing Applications

- (a) Job vacancies in Salary Group 3 will be posted in the applicable headquarters only.
- (b) Any job vacancy in Salary Group 4 at any headquarters within any of the cities and municipalities of Vancouver, Burnaby, New Westminster, Coquitlam, Surrey, Delta, Richmond, West Vancouver and North Vancouver will be posted at all Corporation work locations within all of those cities and municipalities.
- (c) Job vacancies in Salary Group 4 at any headquarters other than those described in Article 7.05(b) above will be posted at the applicable headquarters only.
- (d) Should any employee wish to be considered for any specific job in Salary Groups 3 and 4, which the Corporation is not required to post at their headquarters, they may apply by submitting in writing a standing application for that job to the Manager, Recruitment Services. The employee in such instances will be advised of all vacancies and selections for that job on the same basis as if the specific job were bulletined. The employee will have complete recourse to the Grievance Procedure as outlined in this Article to resolve any dispute.

Standing applications will not be accepted for positions in Salary Group 5 and above.

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

7.06 Agreed Trainee Jobs

- (a) The purpose of a trainee classification is to provide for the upgrading of an employee's knowledge, skills and abilities under a coordinated training program in order to meet the requirements of an end level position, and to define a salary progression which is commensurate with the employee's satisfactory progress through the training program.

Where a need for trainees is identified, the pay group for that trainee position will be established through the application of Article 10. The length of the training period appropriate to the trainee position and the salary progression through the trainee salary range, will be established by mutual agreement of the parties.

Upon successful completion of their trainee program, trainees will be classified to the end level job and confirmed to a permanent headquarters.

- (b) Any employee will have the right to grieve any selection or decision under 7.06(a) in accordance with the procedures of this Article.

(See Appendix "D")

7.07 Lateral Transfers

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For the Union

Sarah Bell

For the Employer

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- (a) Except as agreed to by the parties, or where there are no other fully qualified eligible applicants, or as set out in Article 6.03(c)(ix), ~~the Corporation will not accept an application by a regular employee~~ regular employees will not be eligible for a lateral transfer to the same job in a different location unless ~~six (6)~~ eighteen (18) months have elapsed since the date the employee was last hired or secured a transfer, promotion or voluntary demotion pursuant to this Article provided the voluntary demotion was not for health reasons.

Except as agreed to by the parties, or where there are no other fully qualified eligible applicants, or as set out in Article 6.03(c)(ix), ~~the Corporation will not accept an application by a regular employee~~ regular employees will not be eligible for a lateral transfer to a different job within the same pay grade as their present job, unless ~~six (6)~~ twelve (12) months have elapsed since the date the employee was last hired or secured a transfer, promotion or voluntary demotion pursuant to this Article provided the voluntary demotion was not for health reasons.

~~The Corporation is not required to post vacant positions under Article 7.01(a) that may be filled by eligible lateral transfers. Candidates will be selected for transfer in order of seniority.~~

~~In the event there are insufficient lateral transfers that can fill the vacant position(s), the Corporation will post the vacant position pursuant to Article 7.01(a).~~

The following provisions govern the determination of the start date in a position for the purposes of applying the above:

(i) Promotions

The effective date of the employee's appointment, or four (4) weeks from the date of written notification of selection, whichever first occurs.

(ii) New hires, transfers and demotions

The effective date of the employee's appointment in the new position.

Each employee will be advised, in writing, of their start date (as calculated above).

- (b) Trainees who successfully complete their training program, and who are reclassified to the end-level position, will be eligible to apply for a lateral transfer following twelve (12) months from the date of reclassification.
- (c) Unless otherwise agreed by the parties, the above clauses will not apply in the following cases:
- (i) the employee has moved location at the direction of the Corporation since they first secured a position pursuant to this Article, or

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For the Union

Sam Coll

For the Employer

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- (ii) a placement has occurred due to the procedures set out in Article 8, Article 9, or any other placement of a non- voluntary nature.
- (d) Where restrictions on an employee's ability to access a lateral transfer expire during the term of a mass posting, the employee may become eligible for lateral transfers upon completion of the waiting periods outlined in 7.07(a) and (b) above, subject to all of the following:
 - (i) the employee submitted an application within the time period of the original posting;
 - (ii) the location the employee is requesting becomes vacant after the date the waiting period expires (vacancy determined by the date the position request - HR241 is received in Human Resources);
 - (iii) there remain no other qualified internal applicants, requesting the same location, who were eligible and selected into the mass posting inventory at the time of the original posting.

- (e) The following provisions are understood and agreed upon:

The parties to this Agreement will cooperate in facilitating exchange transfers between regular employees to enable each employee's headquarters to be nearer their place of residence, subject to Article 7.07 and the following conditions:

- (i) this will be a voluntary action at the employees' request;
- (ii) there will be no expenses paid by the Corporation;
- (iii) the exchange transfer must be at equal job levels;
- (iv) the exchange transfer must be between employees who are each capable of performing the new job;
- (v) the Corporation must concur with the exchange transfer and such exchange transfer shall not be unreasonably denied, subject to Article 7.07;
- (vi) this will be a once only opportunity for any regular employee;
- (vii) the Corporation will establish a registry on the email system for employees who wish to exchange location with another employee.

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Signed off this 3rd day of June 2026

For the Union

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For the Employer

[Signature]

7.08 Employee Initiated Requests to Revert to Full-Time Status

Where the Corporation has previously accommodated an employee's request to move from full-time to part-time regular status within a job classification and department, and the employee wishes to revert to full-time status in the same job classification and department, the Corporation will accommodate the employee, subject to the availability of a full-time position.

7.09 Return of Employees who were Formerly Members of the Bargaining Unit to Positions in the Bargaining Unit

The Corporation and the Union recognize that employees in bargaining unit positions may move to positions which are excluded from the bargaining unit, and that a return to the bargaining unit at a later date may be required or desired. In instances where an employee moves from a bargaining unit position to an excluded position, the Corporation may hold the employee's bargaining unit position, or a comparable position, open for a period of up to four (4) months in order to facilitate the individual's return to the bargaining unit.

Employees returning to the bargaining unit under the terms of this Article will be responsible for reimbursement of dues to the Union.

7.10 Employees on Leave During Job Posting Period

The Corporation shall ensure that employees on approved leaves of absence shall have access to view and apply for internal job postings while on leave.

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Signed off this 3rd day of June 2026

For the Union

Sara Collier

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 27, 2026	Time:
UP#24	Article 28	ARTICLE 28 – DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT	

ARTICLE 28

DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT

28.01 Introduction

The parties recognize the right of all employees to work in an environment free from discrimination and workplace bullying and harassment. All parties, including employees, have responsibilities under the Corporation's policies, Workers Compensation Act and Regulations and British Columbia's Human Rights Code.

Furthermore, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

28.02 Definitions

(a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code.

(b) Bullying and Harassment

Bullying and harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows or ought to know would cause offence, humiliation or intimidation. Bullying and harassment denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may, or may not, be linked to the protected grounds specified in the B.C. Human Rights Code.

Bullying and harassment excludes any reasonable action taken by a manager relating to the management and direction of workers. Furthermore, not all disagreements between employees fall into the classification of bullying and harassment.

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Signed off this

10th

day of

June

2026

For the Union

Sara Cole

For the Employer

[Signature]

(c) **Sexual Harassment**

Sexual harassment is an example of bullying and harassment that is linked to a protected ground specified in the B.C Human Rights Code. Sexual harassment includes conduct or comments made by a person who knows, or ought reasonably to know, are unwelcome and that create an intimidating, hostile or poisoned work environment, and includes but is not limited to:

- (i) comments with sexual overtones;
- (ii) leering or unnecessary physical contact;
- (iii) sexual flirtations, advances, propositions, or requests;
- (iv) sexually suggestive, obscene or degrading comments, remarks, gestures, or innuendoes;
- (v) offensive jokes of a sexual nature;
- (vi) the expression of sexist attitudes, language or behaviour;
- (vii) displaying or circulating pornographic pictures or other material of a sexual nature;
- (viii) stalking;
- (ix) suggestive comments or conduct that is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply;
- (x) conduct or comments that are accompanied by the actual denial of opportunity, or express or implied threat of the denial of opportunity.

Sexual harassment can occur between any two (2) or more employees, and is not restricted to interactions between supervisors and subordinates.

28.03 Responsibilities

(a) **The Corporation Responsibilities:**

In accordance with the Workers Compensation Act the Corporation has a duty to ensure the health and safety of employees, and as a result, must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment. Accordingly, the Corporation must:

- (i) regularly review and update its policies and procedures related to bullying and harassment;

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- (ii) regularly educate all employees on the abovementioned policies;
- (iii) investigate reports of workplace bullying and harassment in accordance with the Corporation's policies and procedures, including complaints related to external parties that arise while employees are conducting work on behalf of the Corporation;
- (iv) discipline or take other appropriate action against any person who engages in bullying or harassment in violation of this Article;
- (v) discipline or take other appropriate action against any person who under this Article makes a claim of bullying or harassment, which is determined to be frivolous, vexatious or vindictive in nature;
- (vi) discipline or take other appropriate action against any person who retaliates against anyone involved in a bullying or harassment complaint.

(b) Employee Responsibilities:

In accordance with the Workers Compensation Act employees have a duty to take reasonable care to protect the health and safety of themselves and other persons. As a result, employees must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment by:

- (i) promptly reporting if bullying and harassment is observed or experienced where work is being conducted on behalf of the Corporation, including incidents involving external parties;
- (ii) not engaging in bullying and harassment while conducting work on behalf of the Corporation.

Employees who engage in workplace bullying or harassing behaviour will be subject to discipline or other action by the Corporation up to and including discharge.

No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of harassment or discrimination. If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

28.04 Harassment Advisors

Harassment Advisors are people trained to explain the options available to the complainant and to recommend a course of action to the complainant. They have no authority to investigate a complaint or to attempt to mediate a resolution.

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- (a) There will be six (6) ICBC employees appointed as Harassment Advisors, with three (3) being appointed by the Corporation and three (3) being appointed by the Union. The make-up of the group will reflect the diversity of the ICBC workforce.
- (b) The parties mutually agree to maintain a list of Harassment Advisors whose names will be published and made available to employees via the email bulletin board system.
- (c) Harassment Advisors will be given reasonable leave, without loss of pay, during their regular work day to respond to requests from employees for guidance in handling harassment complaints.

28.05 Complaint Process

(a) Informal Resolution

An employee who believes they are the recipient of inappropriate or unacceptable behaviour, not linked to the protected grounds specified in the B.C. Human Rights Code, is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution.

The employee should:

- (i) tell the alleged harasser(s) to stop, if possible;
- (ii) document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible.

If dealing directly with the person is either unsuccessful, or is considered inappropriate, the complainant may seek the confidential advice of their manager (or their manager, if appropriate), a Harassment Advisor, the Union, or the Manager, Employee Relations.

(b) Formal Complaint Resolution Process

All formal complaints will be investigated by Employee Relations or an external party, as deemed appropriate by the Manager, Employee Relations. Members of the bargaining unit who are involved in a formal complaint shall be advised of their right to Union representation throughout the complaint process.

Upon conclusion of its investigation, the Corporation will determine whether discipline and/or other measures are appropriate. The Corporation shall provide the complainant and respondent with a summary of the findings. At the complainant's or respondent's discretion, they may share said summary with the Union. If the complainant and respondent require further support to resolve the issue between them, the Union will be advised of the issue and the name of the individual who has been assigned to facilitate the discussion between the parties. Any party may withdraw from these discussions at any time.

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Signed off this 10th day of June 2026

For the Union

For the Employer

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(c) Disagreements with Respect to the Resolution Process

Should an employee or the Union disagree with the process by which a bullying or harassment allegation was handled, they may file a grievance in accordance with Article 3.

(d) Withdrawal of Complaints

Nothing in this Article precludes the Corporation or the Union from conducting its own investigation and from taking appropriate action, even if the employee withdraws a complaint or grievance

28.06 Support Person

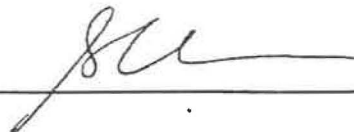
Any bargaining unit employee who is not a respondent in a discrimination and workplace bullying and harassment complaint may request attendance of one (1) support person, which may be a union representative or job steward, during a meeting related to said complaint.

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Signed off this 1st day of June 20 26

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#26	LOU D-2	LOU D-2 – ESTIMATOR TRAINEES	

The Union proposes to keep the Letter of Understanding.

E&OE
Signed off this 9th day of December 20 25

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#27	LOU D-3	LOU D-3 – ADVANCED SRS CAREER PATH PROGRAM	

The Union proposes to keep the letter of understanding with the amendments below.

LETTER OF UNDERSTANDING

RE: ADVANCED SUPPORT & RECOVERY SPECIALIST CAREER PATH PROGRAM

The provisions set out in this Letter of Understanding are intended to support the Corporation's commitment to the development of its employees working in Enhanced Care. The Corporation recognizes the value in career development and career advancement of the Senior Support & Recovery Specialists (SSRS) who may wish to become Advanced Support & Recovery Specialists (ASRS). This letter shall take effect the date of signing below.

1. Definitions

"Program" - Fourteen (14) month ASRS Acting Appointment position and required course work
"Employee" - Participants in the ASRS Career Path Program

"Successful Employee" - Employee that successfully completes the ASRS Career Path Program

2. Entry into the Program

- a) The Corporation will determine when the Program will be offered annually and will include the following information in the posting for the Program:
- i. The date the Program is scheduled to commence;
 - ii. Anticipated headquarters of the Program participants, if known; and
 - iii. Details about the Program including courses to be completed and the timeline expected for course completion.

The Corporation will offer information session(s) about the ASRS role throughout the posting period, which will be a minimum of five (5) days. These session(s) will be offered during work hours and all efforts will be made by managers to make these sessions available for SSRS employees that are eligible to apply. Eligibility is defined according to

E&OE

Signed off this

1st

day of

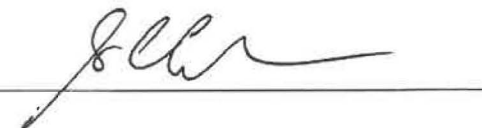
April

20 26

For the Union



For the Employer



section 2. B (i) and (ii) of this LOU. These information session(s) shall cover the rewards and challenges of the work, and expectations of the Program. These session(s) will also outline what happens once Employees complete the Program, if an Employee chooses to leave the Program, or is not successful.

- b) Applications into the Program requires meeting all of the mandatory minimum prerequisites below:
 - i. A minimum of two (2) years of Senior Support & Recovery Specialist experience;
 - ii. Must be highly rated in current and previous two (2) consecutive yearly performance periods;
 - iii. Attended at least one ASRS information session. Should the Corporation choose not to offer information sessions, this prerequisite will no longer be valid; and
 - iv. A manager recommendation.
- c) Applicants that meet all mandatory minimum pre-requisites in b) above may apply to the Program.
- d) Applicants will be accepted into the Program at the sole discretion of the Corporation and will be placed in a fourteen (14) month Acting Appointment as an ASRS. Acting Appointments shall be on the basis of knowledge, skills, and ability relative to the ASRS role. Where the knowledge, skills and abilities of two or more applicants are relatively equal, seniority will be the determining factor. Program participants will have to successfully complete the required course work during the fourteen (14) month Program.
- e) Both parties agree that Collective Agreement Article 7 - Job Postings and Competitions does not apply.
- f) The Program will be filled on an operational needs basis as determined by the Corporation.
- g) Both parties agree that the Acting Appointment within the Program will be fourteen (14) months which will exceed the six (6) month period as stated in the Collective Agreement Article 11.16 (b). As such, both parties agree that Collective Agreement Article 11.16 (b) will not apply for the duration of the fourteen (14) month Program with respect to requesting for extensions.

E&OE
Signed off this 15th day of April 2026

For the Union

Sara Collin

For the Employer

[Signature]

3. Successful completion of the Program will consist of the following:

- a) Completion of the fourteen (14) month ASRS Acting Appointment with evaluations that indicate the Employee has "met expectations" at the following intervals:
 - i. Weekly: weeks 1-4
 - ii. Bi-weekly: months 2-6
 - iii. Monthly: months 7-14
- b) Successful completion of the approved course work within the fourteen (14) months of the Program.
- c) If the employee is unsuccessful at any time during the period of the Program, they will be deemed to be unsuccessful and their participation in the Program (including the Acting Appointment) will come to an end. The employee will return to their SSRS position. As a result of this:
 - i. Unsuccessful employees that return to the SSRS position will have their remaining accrued time off (TO) days paid out.
 - ii. The Corporation will place the unsuccessful employees back into their original nine-day fortnight schedule as an SSRS, or to a schedule close to their original nine-day fortnight schedule as an SSRS until the next shift bid occurs.
 - iii. All preapproved vacation will be honoured as operationally feasible.
- d) Upon successful completion of the Program: Employees will be either;
 - i. Be converted into a full-time regular ASRS in order of seniority if a position becomes immediately available. If converted, no change is required to their headquarters, unless mutually agreed by the parties;
 - OR
 - ii. Will return to their SSRS position. Successful Employees shall be placed in the next available ASRS vacancy prior to any other internal or external postings being filled. In the event of multiple Successful Employees who return to the SSRS position, selection to an ASRS vacancy shall be done in order of seniority, unless mutually agreed by the parties.

Successful Employees that return to the SSRS position will have their remaining accrued time off (TO) days paid out.

E&OE
Signed off this 1st day of April 2026

For the Union

Sara Polk

For the Employer

[Signature]

The Corporation will place the Successful Employees back into their original nine-day fortnight schedule as an SSRS, or to a schedule close to their original nine-day fortnight schedule as an SSRS until the next shift bid occurs.

- iii. All preapproved vacation will be honoured as operationally feasible whether a Successful Employee is converted to a fulltime regular ASRS or returns to their SSRS position.

4. Course Requirements

- a) Prior to registration, all Employees in this Program must have each course pre-approved, in writing, by a Senior Manager, Recovery & Benefits (Advanced). See Schedule A, subject to change based on course availability.
- b) Registration/ Course fees are paid by the Employee when course registration occurs. Upon proof of successful course completion, the Employee shall request reimbursement for applicable courses as per the Collective Agreement Article 21.03 (b). Employees will be eligible to request a monetary advance under Article 20.07 of the Agreement to use for course registration.
- c) All courses are to be completed outside of work hours. Time spent in the completion of the courses (including but not limited to course attendance, completing course work and course examinations) is unpaid and must be conducted in the Employee's own time. However, the Corporation agrees to provide one (1) hour a during work hours in which the Employee can complete course work subject to mutual agreement between the Employee and management. Employees may bank up to seven and a half (7.5) of these hours and use them at one time during work hours to complete course work upon mutual agreement between the Employee and management.
- d) Should the Employee have completed a required course within five (5) years of commencing the program, and the course content can be verified as substantially the same, the Employee shall receive credit for the course.

5. Withdrawal from Program

- a) Withdrawal from the Program. The Corporation acknowledges that employees learn and excel at different rates and is committed to making reasonable efforts to assist Employees in succeeding at this Program. However, in the event an employee chooses to leave the program, or it is determined that the Employee will not be successful in the Program, their participation will end. The Employer will advise the Union of any Employees it deems unsuccessful. The parties to this agreement will work together on the transition of the

E&OE

Signed off this 15th day of April 2026

For the Union



For the Employer



Employee back to their SSRS position. The Employee will return to their SSRS position. The Employee will not be expected to pay back the course fees for successfully completed courses. The Corporation reserves the right to seek reimbursement of the incomplete courses due to the Employee's withdrawal from the Program.

b) Should an Employee be away from work due to an approved leave of absence, they will resume the Program upon their return to work and their time in the program shall be bridged, less the length of the leave of absence; provided that the Employee returns from leave within two (2) calendar years of their departure.

Should an Employee be away from work during the Program as a result of a long-term leave (i.e. leaves of over 30 consecutive calendar days) and return within two (2) calendar years of their departure, the Corporation will consider their return to the Program, subject to availability and vacancy within the Program at the time of return. Should there be no vacancies at the time of return, the Employee will be placed on a wait list for the next available vacancy.

6. General Provisions that apply to the Program

- a) Compensation. The relevant provisions of Article 11 of the Collective Agreement will apply.
- b) Hours of Work and Premiums. Employees shall be covered by Article 12.05 (b) of the Collective Agreement.
- c) Vacation Entitlement and Bidding. Employees who enter the Program shall have preapproved vacation honoured for the remainder of the calendar year, if operationally feasible. For unscheduled vacation, Employees will be included in the ASRS vacation calendar for their assigned headquarters. Employees will be included in the ASRS vacation bid for their assigned headquarters in all subsequent vacation years. Should an Employee return to their SSRS position at any time during the Program, their preapproved vacation shall be honoured. if operationally feasible
- d) For Employees in the Program requiring leave of absence or extended time away from work prior to completion of the Program, the corporation reserves the right to review each situation individually to determine the best course of action for all parties involved.
- e) Headquarters. The Corporation shall make all reasonable efforts to keep the Employee at the headquarters of their SSRS position.
- f) Unless otherwise stated, all other provisions of the Collective Agreement apply.

Schedule A (subject to change based on course availability):

E&OE

Signed off this 1st day of April 2026

For the Union

Sara Cole

For the Employer

[Signature]

Course	Source	Cost	Delivery	Duration	Hours	Enrollment	Registration
*DMHR 555: Job Analysis for Human Resources Managers with Disability Management Responsibilities	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
**DMCCR- Assistive Technology and Accommodation	NIDMAR	\$250	Online	One week	12	2 sessions offered per year in Spring and Fall	Online through Pacific Coast University
DMCS 750- Mental Health Issues and the Recovering Worker	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
DMCS 760- Mental Health Conditions and Return to Work	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
DMCS 755- Mental Health Communication and Return to Work Communication	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
Trauma- Informed Practice (TIP)	Association of Psychological Therapies	\$100	Online	Max one (1) year	3	Available anytime	Online through Association of Psychological Therapies
Core Indigenous Cultural Safety Health	San'Yas	\$300	Online	Eight (8) weeks	12	Cohorts start 1-2 times each month	Online through San'Yas

*Note courses, course content and course costs are subject to be updated and/or changed

E&OE

Signed off this 15th day of April 20 26

For the Union

Sara Belli

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#29	LOU 5	LOU 5 – CO-OPERATIVE EDUCATION STUDENTS	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 20 25

For the Union

Sam Col

For the Employer

John



**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#32	LOU 14	LOU 14 – MATERIAL DAMAGE JOINT COMMITTEE	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 20 25

For the Union

Sarah Cell

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#33	LOU 16	LOU 16 – RETIREE-PAID, ENHANCED POST-RETIREMENT BENEFITS	

The Union proposes to keep the Letter of Understanding.

E&OE
Signed off this 9th day of December 2025

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 3, 2026	Time:
UP#36	LOU 19	LOU 19 – EXTENDED HOURS OF WORK LOCATIONS	

LETTER OF UNDERSTANDING EXTENDED HOURS OF WORK LOCATIONS

The Parties agree that this Letter of Understanding will supersede Letter of Understanding 19 and apply when the Corporation proposes changes to the normal work hours, for work areas set out below, from the specific work hours set out in the Collective Agreement to hours, Monday to Friday, which could have normal start times from 6:00am and which could have normal finish times up to 8:00 pm. **Claim Centres, Claims Branch Offices, Central Estimating Facilities, Salvage Operations, Driver Licensing Offices (Articles 12.01(a), 12.01(b), 12.01(c), 12.04(b) and 12.04(g).**

Extended Hours of Work

- The Corporation will pay a 12% premium for all hours worked after 4:00 pm, to all regular employees at extended hours locations working any full shift that starts prior to 12:01 pm and extends beyond 6:00 pm.
- Security provisions to be in place for those employees who work the extended hours.
- A manager or supervisor will be scheduled on site at all times during hours of operation.
- Maintain mutual exchange of working hours in accordance with Article 13.03.
- Extended Hours can be implemented at any of the locations indicated above.
- All other provisions of the Collective Agreement will apply.

The process to apply with respect to any proposed changes by the Corporation to the hours of work in the work areas identified above will be as follows:

Don Munroe, or any available An Umpire as listed below mutually agreeable to the Parties, shall meet with the Corporation and the Union on an expedited basis and will render a nonbinding decision on the matter referred to them within sixty (60) calendar days from the date that the Corporation provided the Union with written notice of the proposed changes.

Hours of Work Umpires

• **Lisa Hansen**

E&OE
Signed off this 3rd day of June 2026

For the Union

Sam Cell

For the Employer

[Signature]

• ~~Bob Blasina~~

• ~~Jim Dorsey~~

• ~~Peter Cameron~~

• ~~Joan Gordon~~

Costs of the Umpire will be borne by the Corporation.

This agreement will take effect May 1, 2006.

E&OE

Signed off this

3rd

day of

June

20 26

For the Union

Sam Coll

For the Employer

[Signature]



**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#37	LOU 22	LOU 22 – USE OF PLAIN LANGUAGE	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 20 25

For the Union

Sam Colli

For the Employer

[Signature]



**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#38	LOU 25	LOU 25 – PAYOUT OF HISTORICAL TO DAY BANKS (PRIOR TO JANUARY 1, 2009)	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 2025

For the Union

Sarah Cole

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#39	LOU 26	LOU 26 – CLAIMS WORKFORCE TRANSITION	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 2025

For the Union

Sam Celi

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#42	LOU 30	LOU 30 - 24 X 7 SHIFTS FOR TECHNICAL SUPPORT SPECIALISTS	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 20 25

For the Union

Sara Collin

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#43	LOU 32	LOU 32 – CHANGES TO CLAIMS RESULTING FROM THE RATE AFFORDABILITY ACTION PLAN (RAAP)	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 2025

For the Union

Sara Cole

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#44	LOU 33	LOU 33 – ENHANCED CARE MODEL TRANSITION	

The Union proposes to keep the Letter of Understanding.

E&OE
Signed off this 9th day of December 20 25

For the Union

Sarah Collier

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

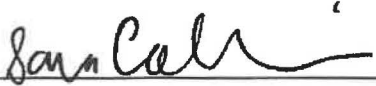
Union			
Number	Affected Article/MOU	Date:	Time:
UP#45	LOU 34	LOU 34 – CHANGES RESULTING FROM THE TRANSITION TO ENHANCED CARE	

The Union proposes to keep the Letter of Understanding.

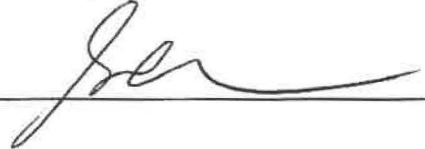
E&OE

Signed off this 24th day of December 20 25

For the Union



For the Employer





**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#46	LOU 35	LOU 35 – SALARY GROUP 3 AND SALARY GROUP 4 PAY AND STEP PROGRESSIONS	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 2025

For the Union

Sara Bell

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#49	LOU 38	LOU 38 – ONE TIME SUBSIDY PAYMENT	

The Union proposes to remove the letter of understanding.

E&OE

Signed off this 9th day of December 20 25

For the Union

Sarah Colli

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#50	LOU 39	LOU 39 - DIVERSITY EQUITY INCLUSION TRAINING	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this 9th day of December 20 25

For the Union

Sarah Cell

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP#53		NEW – LOU 42 – CAREER DEVELOPMENT FOR CLAIMS SUPPORT ASSISTANTS	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 42

LETTER OF UNDERSTANDING

RE: CAREER DEVELOPMENT OPPORTUNITIES FOR CLAIMS SUPPORT ASSISTANTS

~~The Parties acknowledge the value of career development and providing opportunities for internal growth for employees. To that end, the Corporation agrees to develop pathways for internal growth for Claims Support Assistants.~~

The Parties acknowledge the value of career development, and that employees are provided many opportunities for career growth through internal recruitment.

The Parties have discussed internal career opportunities for Claims Support Assistants, and have identified a number of roles across the Corporation that Claims Support Assistants may apply for:

1. Autoplan Processing Support Services Rep II (Job Code: 454);
2. Claims Contact Representative (Job Code: 937);
3. Special Investigation Unit Research Assistant (Job Code 463);
4. Treasury Operations Representative (Job Code 517);
5. Administration Coordinator (Job Code: 807);
6. Benefit Analyst (Job Code: 290068);
7. Broker Enquiry Representative (Job Code: 142);
8. Auto Claims Specialist I (Job Code: 800);
9. Auto Claims Specialist II (Job Code: 92);
10. Client Service Representative (Job Code: 2071);
11. Driver Examiner II (Job Code: 2074);
12. Glass Compliance & Support Representative (Job Code: 196385);

E&OE

Signed off this 1st day of April 2026

For the Union

Susan Cole

For the Employer

[Signature]

13. Remote Estimating Support Assistant (Job Code: 266335);
14. Supplier Programs Coordinator (Job Code: 277914); and,
15. Support & Recovery Specialist (Job Code: 289241).

The Collective Agreement, specifically Article 7, applies such that Claims Support Assistants must apply for posted vacancies as they arise, and must demonstrate the knowledge, skills, and ability for the role to obtain a position in the above noted roles.

A Claims Support Assistant may request to meet with their manager to discuss career development opportunities, such as identifying career development goals and opportunities to develop the knowledge, skills, and abilities for said goals. If an employee identifies a particular position as part of their career development goals, they may request a job shadowing opportunity, subject to managerial approval. ~~seek guidance on how they can develop the knowledge, skills, and abilities in order to qualify for the roles identified. Where possible, opportunities for job shadowing will be provided.~~

Claims Support Assistants may also submit written applications for training assistance under Article 21.01 of the collective agreement.

This Letter of Understanding does not limit Claims Support Assistants' ability to apply to vacancies in other roles not specifically listed in this Letter.

E&OE

Signed off this 1st day of April 20 26

For the Union

Sara Coll

For the Employer

[Signature]

ICBC Proposal #6: Staggered Start Times

Date: June 1, 2026 Time: _____



Union Counter May 27, 2026

The Corporation proposes to amend Article 12.08 as follows:

12.08 Starting Times

- (a) The starting times as set out in this Article may be varied up to one three (1.3) hours in either direction of the regular starting time, by mutual agreement of the manager and the employee(s). In the event of a disagreement respecting shift variances, the starting times and lunch periods as established in the applicable Articles will prevail. Where possible, employees will be given opportunities to select their work periods from among the established work schedules for their respective departments.

12.10 Work Scheduling

Except for employees covered under the provisions of Article 12.02 and 12.06, the following provisions will be applicable to all employees:

(a) Employee work schedules (i.e. start/stop times) will be established so as to provide for adequate coverage during business hours.

(b) Work schedules will be prepared and posted within the department for sign up by employees on a seniority basis. Start time of work schedules may vary by up to three (3) hours between weekday and weekend shifts.

(c) Work schedules will cover periods of not less than three (3) calendar months.

(d) Employees will be provided not less than two (2) clear weeks' notice of schedule changes prior to the effective date of implementation, except for individual adjustments that may occur on a voluntary basis as a result of employee attrition or absence.

For the Employer:

A handwritten signature in black ink, appearing to read "Gilbert Astor".

GILBERT ASTOR 614

June 1, 2026.

For the Union:

A handwritten signature in black ink, appearing to read "Sara Colliss".

Sara Colliss

June 1, 2026

APPENDIX “B”



Bargaining – ICBC Monetary Package

Date: August 19, 2026

Package Proposal:

All previously agreed to proposals and employer last position on any proposals not specifically identified below.

1. ICBC #1 – General Wage Increase

- General Wage Increase:
 - July 1, 2025:
 - A 3% general wage increase
 - July 1, 2026:
 - A 3% general wage increase
 - July 1, 2027:
 - A 3% general wage increase
 - July 1, 2028:
 - A 3% general wage increase
- Retroactive to July 1, 2025 for all active bargaining unit employees at the date of ratification and bargaining unit employees who have retired between July 1, 2025 and the date of ratification.

2. ICBC #2 – ISD Recruitment and Retention LOU

- Agree to renewal of LOU 37 without expansion and as amended by Employer on June 16, 2026 (refer to page #64)

3. ICBC #4 – Extended Benefits

4. Improvements to Extended Benefits:

- Lifetime Maximum increased to \$1,000,000
- Hearing Aids increased to \$3,000
- Gender Affirmation Care increase to \$15,000



- Pharmacogenetic Testing
 - Out-of-Canada Emergency Medical Lifetime Maximum increased to \$3,000,000.00
 - Fertility & Surrogacy services of \$10,000 combined maximum (in addition to \$15,000 for drugs already covered)
 - Effective January 1, 2027
 - Paramedical increase from \$1,500 annually to \$1,750 annually
 - Vision increase from \$500 to \$600 every two (2) calendar years
 - Effective January 1, 2028
 - Paramedical increase \$1,750 to \$2,000;
 - Increase in Plan B dental from 70% to 75%;
 - Coverage of occupational therapists
4. ICBC #5 & UP 64 – Non-Consecutive Work Days (page#68)
- Agreed to MoveUP's proposal of 5% premium
5. ICBC #7, #8, and #17 – Provincial Scheduling, MD Vacation Scheduling
- Agreed to Employer proposal #8
 - Agreed to Union Proposal #65 – LOU XX RESA Vacation Scheduling
 - ICBC #17 – Agreed to amended employer proposal dated Aug 18, 2026
6. ICBC #10 – Account Services Four-Day Work Week
- Agreed
7. ICBC #11 – Sick Notes
- Agreed to employer counter to UP 17 dated Aug 19, 2026
8. ICBC #16 – Indigenous & PWD Recruitment
- Agreed to Employer Counter dated June 18, 2026
9. New Proposal - Transit Subsidy



- Agreed to Employer's proposal dated August 5, 2026

10. New Proposal – Salary Groups 5, 6, and 7 targeted increases

- Agreed to MoveUP's proposal dated August 4, 2026 to increase every step in Salary Grade 5-7 by \$0.50

11. New Proposal – Job Evaluation Plan

- Agreed to employer counter proposal Aug 18, 2026



ICBC #2 – LOU 37

6. The Parties may mutually agree to change classifications and/or amounts listed in Schedule A. The Parties commit to a once annual review of all the job classifications listed in Schedule A to determine whether they should continue to be included and whether other job classifications within the Information Services Division should be included.



ICBC 8

The Corporation proposes to renew Letter of Understanding dated November 6, 2023 that relates to vacation scheduling for various material damage positions.

LETTER OF UNDERSTANDING

BETWEEN:

INSURANCE CORPORATION OF BRITISH COLUMBIA

("ICBC")

AND:

MOVEUP

(the "Union")

LETTER OF UNDERSTANDING REGARDING VACATION SCHEDULING (ARTICLE 15.12)

WHEREAS:

A The parties do not agree on the proper interpretation and application of the vacation scheduling provisions of Article 15.12 (and related LOU's) of the collective agreement.

B. The parties have discussed the application of the collective agreement to a number of areas of the business and have reached a temporary, without prejudice understanding regarding vacation scheduling in specified areas.

THE PARTIES AGREE AS FOLLOWS:

1. This agreement has been reached on a without prejudice and without precedent basis, and will not be referred to in any other proceeding or matter, other than to enforce its terms.
2. The parties agree that for the purposes of Article 15.12, in the business areas specified below, current groupings of employees for vacation scheduling purposes will be maintained until the conclusion of the current collective agreement between the parties:
 - a. Commercial Claims Appraisers – will maintain 2 vacation bids, 1 for ~~H~~Lower ~~m~~Mainland and 1 for outside ~~H~~Lower ~~m~~Mainland
 - b. ~~Specialty Vehicle Estimators (Commercial)~~ Estimator - Specialty Vehicles – will maintain 3 vacation bids, 1 for ~~H~~Lower ~~m~~Mainland, 1 for the North and 1 for the South.
 - c. ~~Vehicle Settlement Representatives will maintain 4 vacation bids as follows:~~
 - i. ~~Abbotsford Claim Centre combined with Chilliwack Claim Centre~~
 - ii. ~~Fraser Valley Salvage combined with Lower Mainland Salvage~~



~~iii. Outside Lower Mainland~~

~~iv. CEF combined with Burnaby Claim Centre~~

3. Either party may terminate this agreement, in whole or in part, by providing thirty (30) days advance notice of termination in writing.
4. The parties may, by mutual agreement, vary or amend the terms of this agreement.
5. Unless terminated earlier in accordance with paragraph 3 above, this agreement expires as of the conclusion date of the current collective agreement.



UP 65

LETTER OF UNDERSTANDING

RE: REMOTE ESTIMATING SUPPORT ASSISTANT VACATION SCHEDULING

Whereas some of the work of Remote Estimating Support Assistants is assigned provincially, the Parties agree to the following parameters around vacation scheduling:

1. The Corporation will maintain three (3) vacation bids for Remote Estimating Support Assistants (RESAs).
2. One bid will be for Lower Mainland (Lower Mainland Salvage); one bid will be for the Fraser Valley (Fraser Valley Salvage and Abbotsford Claims Centre); and one bid will be for the remainder of the province (Kamloops Claim Centre, Fort St. John Claim Centre, Southern Interior Salvage, Northern Interior Salvage, Nanaimo Claim Centre, Kelowna Claim Centre and Victoria Salvage).
3. Should a location need to be added to this letter of understanding, it will be by mutual agreement of the Parties.
4. This letter of understanding may be cancelled upon mutual agreement by the Parties and otherwise will expire at the end of the term of the Collective Agreement.



UP 64

LETTER OF UNDERSTANDING

RE: NON-CONSECUTIVE DAYS OFF PILOT PROJECT

Whereas the Corporation has indicated that there is an operational need to implement non-consecutive days off in some business areas in contravention to Article 12.04, the Parties agree to the following:

1. The Corporation will commence a pilot project to offer non-consecutive days off in the following business areas:
 - a) Claims Contact Centre
 - b) Driver Licensing Contact Centre
 - c) Licencing Unit
 - d) Violation Ticket Unit
 - e) Adjudication Unit
 - f) Insurance Sales and Broker Governance
 - g) Insurance Customer Service
 - h) Broker Enquiry Unit
 - i) Driver Service Centres
 - j) Account Services
2. The Corporation may offer non-consecutive days off to employees by mutual agreement between the employee and the manager.
3. Employees who accept non-consecutive days off will be entitled to a salary premium of five (5) percent to be applied to gross salary.
4. This letter of understanding may be cancelled by either Party upon serving sixty (60) days notice and will otherwise expire at the end of the term of the collective agreement. This letter of understanding may be cancelled upon mutual agreement by the Parties, and otherwise will expire at the end of the term of the Collective Agreement.



ICBC #17

The Corporation proposes to expand application of LOU 27 to the following positions:

Schedule A

List of Impacted Positions:

Call Centre Coordinator
Claims Contact Representative
Customer Service Adjuster (FNOL/CCC)
Supervisor Telephone Claims
AP and Driver Services Representative
Broker Enquiry Representative
Broker Enquiry Representative II
Customer Contact Representative I
Customer Contact Representative II
Customer Contact Representative III
Supervisor Broker Enquiry Unit
Supervisor Customer Contact
Customer Contact Representative I DL
Customer Contact Representative II DL
Customer Contact Representative III DL
Supervisor Customer Contact DL
Remote Estimating Support Assistant
Finance Account Services Representative
Claims Recovery Representative

Schedule B

List of Impacted Positions:

Claims Adjuster
Administration Coordinator
Claims Adjuster Commercial
Estimator (Express)
Customer Claims Specialist
Support and Recovery Specialist
Senior Support and Recovery Specialist



ICBC 10

The Corporation proposes the following Letter of Understanding that creates a four day work week schedule for Account Services and the corresponding amendment to Article 12.04(k).

LETTER NO. F-5

LETTER OF UNDERSTANDING

RE: FOUR DAY WORK WEEK - ACCOUNT SERVICES

Full-time regular employees scheduled to work the four-day work week in Account Services will be by the following terms and conditions:

Hours of Work

<u>Hours of Operation:</u>	<u>8:00am to 6:00pm Monday to Saturday</u>
<u>Work Day:</u>	<u>Eight (8) hours and fifty (50) minutes, to be scheduled within hours of operation</u>
<u>Work Week:</u>	<u>Four (4) days per week, Monday to Saturday</u>

Scheduled Time-Off Provisions

Employees working the four-day work week will not earn TO days under Article 12.07. Any accrued TO days will be paid out upon implementation of the four-day week shift.

Vacation Entitlement

Employees working the four-day work week will earn vacation in accordance with the following:

- (b) Twelve (12) days in each calendar year in which the employee's first (1st) to seventh (7th) anniversary date occurs.**
- (c) Sixteen (16) days in each calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary date occurs.**
- (d) Twenty (20) days in each calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary date occurs.**
- (e) Twenty-four (24) days in each calendar year in which the employee's twenty-fifth (25th) to twenty-ninth (29th) anniversary date occurs.**
- (f) Twenty-eight (28) days in each calendar year in which the employee's thirtieth (30th) anniversary date occurs, and in each calendar year thereafter.**

Work Scheduling

Work scheduling will be in accordance with Article 12.10. Employees will be provided not less than two (2) clear weeks' notice of schedule changes prior to effective date of implementation, including but not limited to schedule changes to revert to a five (5) day work week scheduled.



ICBC 16

LETTER OF UNDERSTANDING

RE: INDIGENOUS AND PERSONS WITH DISABILITY RECRUITMENT

WHEREAS:

- Indigenous and Persons with Disabilities "PWD" candidates have historically faced barriers to obtaining and maintaining employment in British Columbia.
- The Corporation has received approval from the British Columbia Human Rights Tribunal for a special program under section 42 of the *Human Rights Code*, RSBC 1996 c 210 (the "*Code*") that will be in place until November 23, 2028 (the "Special Program");
- The Special Program states that the Corporation preferentially hiring self-identified Indigenous and PWD candidates will not be considered a contravention of the *Code*; and,
- The Corporation maintains relationships with third-party recruitment agencies that assist with presenting potential candidates for employment opportunities.

THE PARTIES AGREE:

1. When a vacancy arises in specific job classifications (the "Job Classifications"), the Corporation may first seek to fill the vacancy with self-identified Indigenous or PWD candidates from an identified third-party recruitment agency (the "Agencies"). The Union agrees to waive any applicable internal posting requirements under Article 7.
2. This letter of understanding will not impact internal accommodations. Accommodation placements will be filled first prior to the hiring of new employees under this letter of understanding.
3. The Agencies are as follows:
 - Indigenous candidates:
 - ACCESS
 - SASET
 - Victoria Native Friendship Centre
 - Prince George Native Friendship Centre
 - Native Education College
 - Plato
 - Metis Nation BC
 - NPower
 - PWD
 - CanWIN BC
 - Canucks Autism Network



- Canadian National Institute for the Blind
- Milieu Family Services
- Delta Community Living
- Neil Square
- WorkBC
- posAbilities
- NPower

4. The Job Classifications are as follows:

- Technical Support Specialist
- Batch Management Representative
- Imaging Services Clerk
- Intersection Safety Camera Program Representative
- Client Service Representative
- Driver Licensing Support Assistant
- Driver Training and Assessment Standards Representative
- Licensing Unit Representative
- Violation Ticket Representative
- Estimating Support Assistant
- Regional Salvage Assistant
- Claims Contract Representative
- Auto Claims Specialist I
- Claims Document Support Assistant
- Claims Support Assistant
- Mail Clerk
- Receiving and Shipping Clerk

5. The Corporation shall notify the Union no less than seven (7) days prior to when the corresponding posting will be posted on ICBC's external careers site when it intends to fill a vacancy with a candidate from one of the Agencies.
6. The Corporation shall then notify the Union when a vacancy is filled pursuant to this Letter of Understanding no less than seven (7) days after completion of the recruitment process.
7. In recognition of the challenges of the Indigenous and PWD employees have faced in maintaining employment in BC, the Corporation will make every effort to support and retain employees hire under this program and to support ongoing career development.
8. Where the Corporation proceeds with recruitment pursuant to this Letter of Understanding and does not fill the vacant role, the Corporation may then post the vacancy to internal candidates pursuant to Article 7.



9. The Parties may, by mutual agreement, amend the list of applicable Agencies and Job Classifications during the life of this Letter of Understanding.
10. This Letter of Understanding is subject to approval by the Special Program. As such, this Letter of Understanding expires on November 28, 2028, unless the Special Program is extended, upon which this letter will extend to the expiration of the current collective agreement. The Parties may, nonetheless, mutually agree to end this Letter of Understanding any time prior to the expiry of the Special Program.



New LOU

LETTER OF UNDERSTANDING

RE: PUBLIC TRANSIT SUBSIDY

Effective July 1, 2027, the Corporation will implement a program to subsidize the cost of public transit usage by bargaining unit members. The predicted cost of the program will be up to \$650,000 per annum. The Corporation will consult with the Union regarding the details and implementation of this transit subsidy.

The program pursuant to this Letter of Understanding will be in force until the expiry of the 2025-29 Collective Agreement unless extended by mutual agreement.

-

For the Union
Corporation

For the



New Proposal

LETTER NO. XX

LETTER OF UNDERSTANDING **RE: NEW JOB EVALUATION PLAN**

The Corporation and the Union agree on the need for a new job evaluation plan (JE Plan) to replace the current Deloitte and Touche plan.

The Corporation will commence a procurement process for a new JE Plan, with the goal of implementing the new Plan by no later than January 1, 2029. The goal of this process shall be to identify and implement a new JE Plan that ensures that all jobs are classified fairly and equitably relative to each other.

The Union will appoint ~~one (1)~~ two (2) qualified representatives to the Employer's Procurement Committee for the new JE Plan. One appointee will be from the membership and one from the Union. The Union's appointee will be at the cost of the Union.

The implementation of the new JE Plan will not result in a decrease in compensation for any bargaining unit member employed in an affected position at the time of implementation. Employees whose positions are reclassified to a lower pay grade will be red-circled pursuant to Article 11.18(c). at their existing pay rate until they leave their position, or the rate of pay for their role is greater than their red-circled rate.

The Parties agree that once a new JE Plan is identified and implemented, Article 10.10 shall be amended as follows:

10.10 Job Evaluation Plan

The parties agree that the amended [Name of new JE Plan] ~~Deloitte & Touche Job Evaluation Plan~~ will apply during the life of this Agreement.



Union Proposals

UP 5

5.10 Timeline for Applying Discipline

The discipline, discharge or termination of any employee will be issued within a reasonable time period based on the applicable circumstances.



UP 8

8.01 Layoff

(e) Pre-layoff Canvass

Prior to issuing formal notice of layoff to regular employee(s) under Article 8 or 9, the Corporation may, at its discretion, canvass all employees in affected job classifications, within affected departments to ~~invite.~~ offer the choice of the following:

8.03 Notice and Severance Pay

- (c)** Employees who are entitled to severance pay may elect to receive it in a lump sum, or to have their salary continued for the period of entitlement. Employees who elect salary continuance will have Union dues deducted and will not be eligible for LTD coverage. Benefits and pension entitlement will continue during the period of salary continuance.



UP 9

9.01 Notice of Change

The Corporation will provide the Union with as much notice as possible, but in any event not less than sixty (60) calendar days when a significant number of employees are affected, prior to introducing automation or new equipment or new procedures **including those relating to artificial intelligence (AI)**, which could result in the displacement or downgrading of any regular employee covered by this Agreement. In any event, the Corporation may implement the change after the sixty (60) day period so long as the rights of employees under this Article are not abrogated.

UP 66

The Parties agree to a new Letter of Understanding regarding Artificial Intelligence:

LETTER OF UNDERSTANDING

RE: ARTIFICIAL INTELLIGENCE (AI)

- a) **The Parties acknowledge the integration of artificial intelligence technologies in various sectors has raised concerns.**

- b) **For the duration of the collective agreement, final decisions regarding hiring, performance assessments, discipline, and labour management actions shall be made by a human decision maker(s).**

- c) **The Parties agree that the provisions of Section 54 of the BC Labour Relations Code and Article 9 of the collective agreement apply to the introduction of artificial intelligence technologies that affect the terms, conditions or security of employment of a significant number of employees. In accordance with Section 54, the Corporation shall give notice to the Union at least 60 days before the date on which the artificial intelligence technology is to be effected.**



UP 10

ARTICLE 10

JOB CLASSIFICATIONS - PROFILES – EVALUATION

10.01 Job Classifications

All bargaining unit employees will be covered by a job classification which will be set out in Appendix "A."

The Corporation will provide a job profile and job evaluation sheets for each bargaining unit job classification set out in Appendix "A", and for each new job classification or revised job classification as established under this Article.

The Corporation will provide copies of job profiles and job evaluation sheets to the Union office at the time they are implemented. Job profiles will be available on the internal ICBC website.

The parties to the Agreement agree that it is in the best interest of all parties to maintain the job profiles in an up-to-date form. Completed Job Evaluations will be copied to the manager of affected employee(s), and Union within ten (10) days from being finalized by Compensation Services.

10.02 Job Classification Pay Grade Assignment

Job classifications will be described, evaluated, and assigned a pay grade by Compensation Services. New job classifications will not be posted on the internal ICBC website until the job profile has been prepared, evaluated and assigned a pay grade.

10.03 Changes in Duties and Responsibilities

Duties and responsibilities of job classifications may be changed by the Corporation subject to the changes being properly documented into the job profile. Such jobs will be evaluated and assigned a pay grade by Compensation Services.

10.04 Updating Appendix "A" - Job Classifications

Appendix "A" will be updated annually by Compensation Services to reflect completed evaluations. A copy of the updated Appendix "A" will be provided to the Union electronically on an annual basis.

10.05 Minor Duties



Job profiles prepared in accordance with this Article will summarize job duties and responsibilities, and will form part of this Agreement. Minor duties, which are ancillary to one (1) or more of the duties defined in the job profile, may be omitted provided such duties are related to those set out in the job profile, and provided such duties do not affect the value of the job.

10.06 Consultation with Affected Employee(s)

Job profiles will be prepared by Compensation Services after consultation with the affected employee or a representative group of affected employees and/or the appropriate manager(s). The job profiles will be developed on the basis of information gathered through this consultation as well as the input provided through the Position Questionnaire, which will be completed and initialed by the affected employee or a representative group of affected employees and/or the appropriate manager(s).

It will not be necessary to prepare Position Questionnaires for changes in job duties and responsibilities, which will be of a temporary or non-recurring nature.

~~10.07 Employee Initiated Disputes Related to Job Duties~~

- ~~(a) — If (an) employee(s) believe(s) a material change has occurred in the duties they perform they will speak with their manager to discuss their concerns, and may consult with a Job Evaluation Appeal Officer.~~
- ~~(b) — If the issue is unresolved by the meeting with the direct manager, the employee(s) will consult with a Job Evaluation Appeal Officer, who will discuss and document the specific duties that do not align with the job profile and send this information to the Manager, Compensation Services and the Union.~~
- ~~(c) — Compensation Services will acknowledge receipt within ten (10) business days, and if possible provide a comprehensive response, to the Job Evaluation Appeal Officer, with copies to the manager and Union.~~
- ~~(d) — Compensation Services will arrange for Compensation Analysts to rewrite the job profile if the scope and substance of the changes affect the rating of the job or the general nature of the job, within a reasonable amount of time.~~
- ~~(e) — If the issue remains unresolved, the Job Evaluation Appeal Officer may file a grievance under Article 3.06.~~

10.07 Work in Lower Level Classifications



Employees may be required to temporarily perform lower level work provided such employees suffer no reduction in pay grade. It is the intent of this clause that the Corporation will not assign such work in a discriminatory manner.

10.08 Work in Higher Level Classifications

Employees may be requested to temporarily perform higher level work subject to such work being offered on an equitable and rotational basis to those employees capable of performing the work. In such instances, employees will receive salary in the acting capacity in accordance with Article 11.14 and 11.15.

10.09 Job Evaluation Plan

The parties agree that the amended Deloitte & Touche Job Evaluation Plan will apply during the life of this Agreement. It is the intent of this Article that all jobs will be classified fairly and equitably relative to each other.

The parties may explore alternate compensation plans during the life of this Agreement and may mutually agree to implement such plans.

10.10 Job Evaluation Appeal ~~Officer~~ Representative

The Union will appoint two (2) bargaining unit employees to be Job Evaluation Appeal ~~Officers~~ **Representatives**, selected in accordance with job qualifications determined and agreed to by the Parties, to conduct job evaluation appeals on an as needed basis, in accordance with Article **10.11 12** of the Job Evaluation Appeal Procedure. One (1) appointee will serve as the principal Officer Representative and the other will serve as back-up in situations of absence or excessive workload.

Job evaluation appeals will be focused on the area(s) in dispute following the completion of the process in Article **10.11 12** of the job evaluation appeal procedure and will take into account supporting baseline classifications in the Job Evaluation Plan. Such reviews will be carried out in an expedient and cost effective manner consistent with the timeframes set out in Article **10.11 12**.

The Job Evaluation Appeal ~~Officer~~ **Representative** will be paid not less than the maximum of Salary Group 10 or their regular salary with the Corporation, whichever is greater, for the period(s) when they are acting as a Job Evaluation Appeal ~~Officer~~ **Representative**.

The Corporation will pay for all reasonable expenses incurred by the Job Evaluation Appeal ~~Officer~~ **Representative** in the performance of their functions as set out in **Article 10.11 12**. Pay for time worked in connection with Job Evaluation Appeal ~~Officer's~~ **Representative's** duties will be limited to job evaluation appeal work related to **10.11 12** and will be paid at straight time earnings during regular working hours.



The Job Evaluation Appeal Officer Representative will adhere to standard Corporation policies, and will submit an accounting of time spent and associated expenses, together with a summary of activities related to each job evaluation appeal as and when required, which will be forwarded to the Manager, Compensation Services.

The Job Evaluation Appeal Officer Representative will coordinate with their manager which to schedule their time in such a way as to cause minimal disruption to their regular job with the Corporation. The Job Evaluation Appeal Officer Representative will provide to their manager at least five (5) days' notice of any absence in relation to carrying out their duties in connection with this Article.

10.11 Job Evaluation Appeals

(a) The Union may appeal new or existing Job Evaluations within sixty (60) calendar days from the date the Union is notified of the completed Job Evaluation: or upon notification from an employee of changed job duties or notice per Article 10.11(b)(v).

(b) An employee may commence a dispute where an employee believes a material change has occurred in the duties they perform. The following process will apply:

- (i) the employee will contact their direct manager, notify them of the dispute, and arrange meet to discuss the concerns. The employee may simultaneously consult with a Job Evaluation Appeal Representative;
- (ii) if the employee continues to believe a material change has occurred in the duties they perform following the meeting with the direct manager, then the employee will consult with a Job Evaluation Appeal Representative, who will discuss and document the specific duties that do not align with the job profile and send this information to the Manager, Compensation and the Union;
- (iii) Compensation Services will acknowledge receipt within ten (10) business days, and will review the information provided by the Job Evaluation Appeal Representative;
- (iv) If the information provided by the Job Evaluation Appeal Representative indicates that the scope and substance of the changes likely affects the rating of the job or general nature of the job, Compensation Services will undertake a Job Evaluation of said job;
- (v) If the information provided by the Job Evaluation Appeal Representative indicates the scope and substance of the changes does not likely affect the rating of the job or general nature of the job, Compensation Services will advise the Union of same; and,



(vi) If the issues remained unresolved following the steps in Article 10.11(b)(iv) or (v), the Union may advance the appeal to arbitration as per Article 10.11(f).

~~(b)~~ (c) All notice of appeals by the Union shall be made in writing to Compensation Services and will include:

- (i) Position /Job Code being appealed;
- (ii) reasons for appeal including the relevant job factors being appealed; and
- (iii) if an existing position, the material change to the applicable job factors being appealed.

~~(b)~~ (d) Compensation Services shall respond to the Union's notification by providing the following information within seven (7) calendar days from the date Compensation Services receives the written request:

- (i) job profile;
- (ii) job evaluation factor analysis;
- (iii) job questionnaire as appropriate;
- (iv) additional information may be provided at the discretion of Compensation Services.

~~(e)~~ (e) Within thirty (30) calendar days of receipt of the Union's notice of appeal, Compensation Services shall provide a final written response in reply to the Union's notice of appeal.

~~(d)~~ (f) If the Union does not agree with Compensation Services final reply per 10.12(c) then the Union may, within fifteen calendar (15) days, refer the matter to arbitration.

~~(e)~~ (g) The parties agree to select an Arbitrator based on their expertise in job evaluation. The Corporation and the Union shall each pay an equal share of the fees and expenses of the Arbitrator in each case. It is agreed that, whenever possible, the parties will hold the arbitration hearings at either the Corporation's or the Union's offices.

~~(f)~~ (h) The arbitration hearing shall be of an expedited nature. It is agreed that formal participation at the arbitration hearings shall, except at the discretion of the arbitrator, be limited to one (1) representative and one (1) supporting witness from each party, excluding the legal representatives of each party, if any.



~~(g)~~ (i) The time limits referred to in this Article may be extended by mutual agreement, and such agreement will not be unreasonably denied.

~~(h)~~ (j) For all position questionnaires filed after the ratification date of the 2014-2019 Collective Agreement, if an appeal commenced under Article 10.11~~(b)~~¹² results in a change in salary group, the effective date of such change shall be the date upon which the Union initiated the dispute or if the dispute was employee-initiated, the date the position questionnaire was submitted pursuant to Article 10.11(b)(ii).



UP 11

11.14 Pay for Acting Appointments

- (b) Notwithstanding the provisions of Article 11.14(a), an employee who is temporarily appointed to a higher level position in an acting capacity ~~which is two (2) levels or less~~ shall **be paid as per Article 11.08.** ~~receive full salary adjustment of 5% per salary group.~~

~~If a temporary promotion is three (3) groups or more above their current level, Compensation Services will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the period but the minimum increase will be two (2) groups.~~



UP 12

12.01 Claims Hours of Work

(e) — Centralized Estimating Facility

The hours of work for all full-time regular CEF employees are as follows:

- (i) — Work day — seven (7) hours fifty (50) minutes per day, Sunday to Saturday. Work may be scheduled to provide coverage from 7:00 a.m. to 6:00 p.m.
- (ii) — Work period — nine (9) days every two (2) weeks. In the case of a statutory holiday falling on an employee's scheduled day off, the employee will be scheduled off on the preceding day.

All CEF employees scheduled in accordance with Article 12.01 and LOU 3 of the Collective Agreement will bid in order of seniority on their shift schedule and/or preferred rotating day off prior to vacation sign up in each year and will be advised of their day off prior to commencement of the vacation bid process.

12.05 Flexible Work Week

Subject to providing the coverage which meets the unique operational requirements of the affected department(s), the scheduling principle underlying the flexible work week is that each employee will establish their own work schedule in accordance with the provisions set out in paragraphs (a) and (b) below. The manager and employee will periodically meet to review the work schedule to ensure that operational requirements are being met.

(a) Flex Time (Monday to Friday)

The hours of work for the full-time positions set out below:

Commercial Claims Appraiser;

Supervisor Commercial Claims Appraiser; Research Project Advisor;

Customer Insights Analyst;

Driver Education Programs Advisor; Instructor Driver Examiner;

Instructor, Client Service Representative;.

Compliance Auditor;

Senior Broker Compliance Auditor.



12.07 Scheduled Time Off Provisions

- (j) Upon request, employees may have their time off days paid out rather than use them as time off.



UP 14

14.08 Meal Allowances

- (a) Where an employee is required to work less than two (2) hours beyond and/or before their regular shift, a one-half (0.5) hour unpaid meal period will be allowed.
- (b) An employee will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates, and the Corporation will provide a meal allowance of ~~\$12.00~~ \$20 to the employee:
 - (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer beyond the regular day or shift;
 - (ii) where an employee is called out and works four (4) hours overtime;
 - (iii) where an employee is required to work four (4) hours overtime beyond an overtime meal period actually taken. Where this overtime follows a regular shift, the first meal period may be taken at the employee's discretion.
- (c) Where overtime work is pre-scheduled for normal days off and employees have been properly notified in advance as provided in Article 13.04, and work is to commence within two (2) hours of the normal starting time, the Corporation will not be required to provide lunch or pay for meal time if taken.

14.09 Banking Overtime

- (a) Regular employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours earned to be taken as time off in lieu of wages providing that the total number of hours transferred to the overtime leave bank in any calendar year shall not exceed ~~forty (40) thirty-seven and one-half (37.5)~~ hours.



UP 15

15.04 Minimum and Continuous Periods and Payouts

- a) A minimum of 50% of an employee's base vacation entitlement will be taken per year, of which at least one (1) week (where applicable) will be taken as a continuous period.
- b) If an employee does not wish to utilize more than 50% of an employee's base vacation entitlement in any one calendar year, the employee may elect to receive payment in lieu of vacation, at the salary rate in effect on the date of payment. This election may be made once during each vacation year. The election is to be made by written notice at least thirty (30) calendar days before the date of payment.



UP 17

PAID SICK LEAVE

17.01 Eligibility

- (a) All eligible employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.

17.02 Full-Time Regular Employees

- (a) Except as limited in (b), each full-time regular employee has a paid sick leave entitlement of four hundred (400) hours. The first one hundred and fifty (150) hours of paid sick leave will be at full pay and the balance is at 75% pay. All absences due to illness or injury, beginning with the first day of absence, are charged against the employee's entitlement. When the employee has returned to work for thirty (30) ~~sixty (60)~~ calendar days since the last day of absence due to illness or injury, the employee's paid sick leave entitlement of four hundred (400) hours is renewed once in a calendar year and a portion of this may be at full pay as determined by any full pay entitlement that remains to the employee's credit.
- (b) During the benefit waiting period, as described in Article 6.01, each full-time regular employee will have a sick leave entitlement of up to seventy-five (75) hours at full pay. All absences due to illness or injury, beginning with the first day of absence, are charged against this seventy-five (75) hour entitlement. There is no further sick leave entitlement beyond this seventy-five (75) hours during the benefit waiting period.

17.03 Full-Time Temporary Employees

A full-time temporary employee is not entitled to paid sick leave until they have completed the benefit waiting period as described in Article 6.01. After completing the benefit waiting period they are entitled to up to seventy-five (75) hours of paid sick leave at full pay. All absences due to illness or injury after completion of the benefit waiting period, beginning with the first day of absence, are charged against this seventy-five (75) hour entitlement. There is no further paid sick leave entitlement beyond this seventy-five (75) hours during the period of employment.

In the event that a full-time temporary employee secures a regular position in the Corporation without an effective break in service, the employee's paid sick leave entitlement on assuming that regular position will be as though they had been hired as a regular employee effective the last date of hire as a temporary employee, less any paid sick leave taken while a temporary employee.



17.04 Part-Time Regular Employees

A part-time regular employee is entitled to the same sick leave entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of their scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time regular employee. Coverage applies to scheduled work days only.

17.05 Entitlement

A regular employee's full pay entitlement is renewed on January 1st of each calendar year, except that in the case of an employee who is absent on 75% pay due to illness or injury on the last working day of the previous calendar year, renewal is deferred until the first day in the new calendar year on which the employee returns to work, and except that the renewed entitlement for a regular employee who is serving the benefit waiting period in accordance with Article 6.01 will not be effective until the employee's benefit waiting period is complete and the employee's full pay sick leave entitlement for the new calendar year will be reduced by the amount of full pay sick leave they have already taken in that year.

Unused entitlements may not be carried over from one calendar year to the next.

17.06 Full Pay Defined

Except as otherwise provided in this Agreement, "full pay" means normal pay and includes during the first one hundred fifty (150) hours of the period of absence, any salary increase the employee was scheduled to receive, but does not include payment for any overtime hours scheduled but not worked.

17.07 Termination during Sick Leave

Employees who have completed their probationary period as described in Article 5.02 will not be terminated during absence due to injury or illness without the specific agreement of the Union except that this will not apply if the notice of termination precedes the date on which absence due to illness or injury commenced and when a temporary employee who is absent due to illness or injury reaches the end of their term of employment. Employees who terminate while absent due to illness or injury will not be entitled to paid sick leave beyond the effective date of termination.

17.08 No Reduction Due to Other Disability Benefits

Except as provided for in Article 17.14 benefits payable under this Article will be paid regardless of illness benefits payable by the Employment Insurance Act or by any supplementary private coverage.



17.09 WCB Benefits Augmented and Entitlement by Status

Employees with a WorkSafe BC claim who utilize their sick leave entitlements for the first day of absence will not have the first day of absence count as an occurrence for the purposes of Article 17.10 (a) and (b) provided the claim has been accepted by WorkSafe BC.

Where disability payments are payable under the Workers' Compensation Act, the employee shall have their WCB benefit augmented by the Corporation so as to provide 100% 85% of the employee's normal pay. Such pay will be subject to normal corporate and statutory deductions.

This benefit will be payable in accordance with the following schedule:

	Employee Status	Period of Entitlement
1.	Full-time regular employee	five hundred and twenty five (525) hours [fifteen (15) weeks]
2.	Part-time regular employee	same entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of their scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time employee.
3.	Full-time temporary employee	seventy (70) hours [two (2) weeks]
4.	Part-time temporary employee	no entitlement
5.	Employees serving the benefit waiting period as described in Article 6.01	seventy (70) hours [two (2) weeks]

Payments under Article 17.09 shall not affect the employee's paid sick leave entitlement.

The Corporation shall process cheques received from the Worker's Compensation Board within a reasonable amount of time from receipt.

17.10 Benefit Restrictions

The following do not qualify for benefits pursuant to this Article:

- (a) The first day of absence for each separate occurrence of disability in excess of three (3) occurrences per calendar year.
- (b) The first two (2) days of absence for each separate occurrence of disability in excess of five (5) occurrences per calendar year.



- (c) For the purposes of (a) and (b) above, recurring absences for regularly scheduled treatment by a qualified medical practitioner of an ongoing or prolonged illness or injury will be considered as one (1) occurrence.
- (d) Maternity leave.
- (e) Disabilities occurring during leaves of absence without pay. Entitlement resumes when the designated period of such leave expires and the employee returns to work.
- (f) Any absence when the employee has been suspended for just cause.
- (g) Any absence where an employee is locked out or on a strike authorized by the Union.

17.11 Medical/Dental Appointments

Full-time regular employees and full-time temporary employees who have completed their benefit waiting period, will be granted reasonable leave without loss of pay to attend medical and dental appointments which they are unable to schedule outside of working hours.

Once per calendar year, full-time regular employees and full-time temporary employees who have completed their benefit waiting period and are scheduled on a Nine-Day Fortnight or four-day work week may, subject to operational requirements, reschedule their scheduled day off to another day within the same week to attend the medical or dental appointment of a dependent family member living under the same roof as the employee, when they are unable to schedule the appointment outside of the employee's working hours.

17.12 Medical Information

The parties agree that the intent of the sick leave plan is to provide an employee with a level of income protection in the event the employee is absent from work due to illness or injury. The parties further agree that in situations of absence due to such illness or injury, it is the employee's responsibility to take appropriate measures to ensure proper diagnosis, treatment, and recovery from the disabling condition. To that end, the following provisions have been established:

- (a) The Corporation will not request medical notes in relation to an employee's health-related leave as defined in the Employment Standards Act, in the following circumstances:
 - i. A leave up to five (5) consecutive days, and
 - ii. Where the employee has taken no more than one other health-related leave of up to five (5) consecutive days in the calendar year.
- (b) In cases where an employee has in excess of three (3) sick leave occurrences in a calendar year, the Corporation may require the employee to offer a satisfactory explanation for their absence, including completion of the Occupational Health Fitness Assessment by



the employee's own doctor. The Corporation may also require a second qualified medical opinion. The costs, if any, of either of the above will be borne by the Corporation.

- (e)(b) In cases of infrequent but lengthy absences (i.e. in excess of three (3) consecutive days in excess of leaves set out under Article 17.12(a)(i) and (ii) above) due to serious illness or injury, the Corporation may require the employee to submit a completed Occupational Health Fitness Assessment from the employee's own doctor or some other form of medical documentation to substantiate the nature, extent, and duration of the illness or injury. In such instances, the cost of completion of the form will be borne by the Corporation. The Corporation may also require a second medical opinion, the costs of which shall be borne by the Corporation.
- (d)(c) An employee who is required to submit medical documentation pursuant to this Article will be given adequate notice to secure it. With the exception of Article 17.12(e), the cost of providing such documentation will be borne by the Corporation.
- (e)(d) The Corporation may require completion of an Occupational Health Fitness Assessment confirming the employee's fitness to return to work after a serious injury or prolonged illness. The Corporation may also require a second qualified medical opinion. The costs, if any, of either of the above will be borne by the Corporation.
- (f)(e) The Corporation and the Union have agreed to cooperate in preventing improper utilization of the sick leave program and where the Corporation has reasonable grounds to believe that an employee is improperly utilizing the program, the employee will be required to substantiate their absence with a completed Occupational Health Fitness Assessment signed by their own doctor. The employee may also be required to undergo a medical examination by a doctor selected by the Corporation, the costs of which shall be borne by the Corporation.

17.13 Sick Leave Recovery

An employee may use sick leave entitlements for time lost through accidental injuries (other than WCB claims, as provided for in Article 17.09). Should an employee, who is in receipt of paid sick leave benefits as a result of such injuries, commence an action for damages against a third party as a result of accidental injuries, and should that action include a claim for lost wages, the employee will enter into an agreement with the Corporation to reimburse the Corporation the full amount of all sick leave benefits received as a result of their absence from work. Upon receipt of such monies, the Corporation shall credit the employee with the number of sick days equivalent thereto.

17.14 Family Illness



Except as provided for in Article 19.02, employees may utilize their sick leave entitlements to attend to the illness of a dependent family member, living under the same roof as the employee, up to a maximum of five (5) days per calendar year when other care givers are not readily available. Each absence after the second occurrence of family illness leave will be counted as an occurrence for the purposes of Article 17.10(a) and (b).

17.15 Sick Leave Privacy Protection

The Corporation will respect the privacy of employees on sick leave. Contact initiated by the employee's manager will be for essential emergency or administrative purposes. Such contact will be limited to correspondence and/or by telephone.

17.16 Organ Donation

Any use of paid sick leave for organ donation will not be counted as an occurrence or occurrences as outlined in 17.10.



UP 19

19.08 Leave Without Pay

Subject to departmental requirements an employee who has completed two (2) years of continuous service will be allowed up to ten (10) consecutive working days leave without pay in any calendar year upon request, and an employee's request will not be unreasonably denied. Such leave will not take precedence over another employee's vacation leave submitted pursuant to Article 15.12(d).

19.17 Domestic and Sexual Violence Leave

- (b) When an employee, or an eligible person with respect to an employee, experiences domestic or sexual violence, the employee is entitled upon request, during each calendar year, up to ~~three (3)~~ five (5) days of paid leave, and five (5) days of unpaid leave.
- (c) In accordance with the BC Employment Standards Act when an employee, or an eligible person with respect to an employee, experiences domestic or sexual violence, the employee is entitled upon request, during each calendar year, up to fifteen (15) additional weeks of unpaid leave.

19.18 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 17 – Paid Sick Leave depending on the employee's request and approval by the Corporation.

The Union, the Corporation and the employee will work together to tailor the transition plan to the employee's particular needs.

The Corporation will hold the requests for Gender Transition leave in strict confidence and will not discuss the nature of the leave without explicit, written permission from the employee seeking the leave.

19.21 Leave Respecting Disappearance of a Child

- a) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to fifty-two (52) weeks.



- b) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
- c) A leave must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- d) A leave under this Article may be taken by the employee in:
 - i. One unit of time or
 - ii. more than one unit of time, with the employer's consent
- e) Despite (c), a leave under Article 19.22 ends on the earliest of the following dates, if any apply:
 - i. the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
 - ii. the date the employee is charged with a crime that resulted in the disappearance of the child;
 - iii. the date that is fourteen (14) days after the date on which the child is found alive;
 - iv. the date on which the child is found dead;
 - v. the date that is the last day of the last unit of time in respect of which the employer consents under Article 19.22(c).
- f) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.
- g) The language in 19.22 mirrors the Employment Standards Act. Should this benefit be removed from the Act, it shall remain in this Agreement. Shall the benefit under the Act be changed to be a superior benefit, it will be deemed to be included in this Agreement.

19.22 Family Responsibility Leave

An employee is entitled to up to 5 (five) days of unpaid leave during each calendar year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family.



UP 21

22.03 Health and Safety in the Workplace

(b) Psychosocial Hazards:

Psychosocial hazards can impact employees' psychological responses to work and work conditions, potentially causing psychological health problems. Psychosocial factors include the way work is carried out, and the context in which work occurs (including the exposure to abusive or threatening behaviour).

The parties agree that all employees have a right to a psychologically healthy and safe workplace, and are committed to identifying risks and implementing processes to promote employees' psychological wellbeing within the workplace.

The Parties are committed to meaningfully engage in ongoing discussions regarding psychological health and safety in accordance with applicable legislation through regular Joint Occupational Health, Safety and Environmental Committee meetings. Through these meetings, the Parties are committed to continuing discussion on the identification of risks and potential solutions that promote employees' psychological health and safety in the workplace. The Parties may reference the CSA Standard Z1003-13 Psychological Health and Safety framework in these discussions.



UP 31

LETTER OF UNDERSTANDING

RE: WORKING FROM HOME

(REPLACES EXISTING LETTER OF UNDERSTANDING #13 – TELECOMMUTING)

For the purposes of this Letter of Understanding, “working from home” is defined as performing work from an employee’s residence or other suitable location in British Columbia pre-approved in advance by the employee’s manager.

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

The Parties agree that authority for working from alternate locations by mutual agreement is granted by virtue of Article 20.01.

(a) Approval to Work from Home

(i) Subject to the terms of this LOU, an employee may, with the agreement of their manager, work from an employee’s home residence. The Corporation will take the following factors into consideration when exercising their discretion to approve or deny an employee’s request to work from home:

- (1) whether the work from home arrangement would maintain or improve service or productivity;
- (2) the nature of the position, the job duties, and the impact on colleagues and customers;
- (3) the employee’s suitability, taking into consideration performance and work style/independence;
- (4) the availability of equipment and internet service as outlined in this LOU, specifically 3 (c) Equipment and Expenses;
- (5) the manner and frequency of contact between manager and employee; and
- (6) any other factors deemed relevant by the Corporation.

(ii) Employees shall not work from home more than twelve (12) days in a four-week period.

(iii) Notwithstanding (a) (ii) above, there may be circumstances where the Corporation will approve an employee to work from home for more than 12 days in a four week period. ICBC will be pursuing a pilot project for 100% work from home for select Contact Centre job classifications. Following the conclusion of



this pilot, work from home arrangements in excess of 12 days in a four week period may be approved. In such cases, approval will be required by the employee's manager, the Vice-President of the Division and the Chief People Officer.

- (iv) Working from home is voluntary. Each working from home 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.
- (v) Work from home arrangements may be cancelled at any time by either the employee or their manager by giving as much notice as reasonably possible (a minimum of two (2) weeks' notice).

All requests to work from home will be evaluated on their merits.

The Corporation will review employee requests for an accommodation to work from home on a case-by-case basis pursuant to the Corporation's obligations under British Columbia's *Human Rights Code*.

(b) Work Schedule

When working from home an employee's normal weekly work schedule applies.

(c) Equipment and Expenses

The Corporation will provide employees with the Information Technology (IT) equipment necessary to work from home and will bear the cost of maintenance of this corporate property. Employees will bear the cost of any required furniture and internet connection. Employees will be provided a cellular phone, if necessary, for the purposes of making business related calls.

(d) Safety

- (i) The Corporation will ensure that locations where employees work from home meet applicable safety standards.
- (ii) Where considered appropriate, the Corporation will provide training to employees working from home concerning safe work practices while working from home.
- (iii) Employees who work from home 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 working from home arrangement.



- (iv) An employee shall provide Employee Health & Wellness photographs or video of their home work location. Employees must implement the recommendations made by the Joint Safety Committee concerning a safe environment.
- (v) 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 at least forty-eight (48) hours' notice is given.
- (vii) Shall the Corporation become aware that an employee injured themselves while working from home, the employee will be provided with the required worker's compensation forms and an incident investigation will take place.

(e) General Administration

- (i) Employees working from home are responsible for providing a dedicated work space which is appropriate for working from home.
- (ii) Employees working from home 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. If working from home is being used to assist an employee's return to work from an illness or an injury, the provisions of this LOU may, or may not, apply.
- (iii) In the event an employee working from home 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.
- (iv) Subject to the terms of this Letter of Understanding, while working from home, 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 from home.
- (v) Employees who work from home will be required to adhere to the Corporate Code of Ethics, Corporate Policy Guide, Information Systems Security Policies, Occupational Health and Safety Policies, Freedom of



Information Protection and Privacy Act, and any other policies, procedures or directives as provided by management or as required by law.

- (vi) The Corporation will provide the Union with names of all bargaining unit members who are working from home on a bi-annual basis.



UP 35

LETTER OF UNDERSTANDING RE: WORKLOADS – CLAIMS DIVISION

The Corporation agrees to establish the following provisions as a means of addressing workload concerns in the Claims division.

1. Upon request, the Corporation shall meet with the Union through the joint consultation committee process to discuss workload concerns. ~~which have not been addressed through the Committee process set out below.~~ The Corporation will ensure that a manager with responsibility for workload/staffing models in the affected area(s) is present at these meetings. The Corporation will provide the Union with information related to workload standards, intake volume(s), pending caseload(s), and staffing models for the areas in question. Where the Union identifies concerns regarding the reasonableness of workload standards for a specific job classification or department, the parties will jointly review the factors influencing that workload, including changes in processes, systems, or file complexity. In accordance with Article 25, the purpose of these discussion is to attempt to find solutions to concerns and problems identified. Upon request by the Union, the parties will discuss appropriate means to share this information with affected employees.
2. The Union may appoint an employee as the Union Workload Coordinator for which the Corporation will cover up to one quarter (0.25) FTE of the cost; any additional hours incurred by this Coordinator for workload-related duties will be paid to ICBC as Union-paid leave.

The Union Workload Coordinator will be paid not less than the maximum of Salary Group 10 or their regular salary with the Corporation, whichever is greater, for the period(s) when they are acting as Union Workload Coordinator.

The Union Workload Coordinator shall assist in identifying workload trends, analyzing operational metrics, gathering concerns from affected groups and members, and participating directly in joint consultation meetings.

No reprisal will be taken against an employee as a result of initiating a workload complaint through the joint consultation committee process.

2. Workload Committees

A Workload Committee shall be established for each of the following groups of job functions and each Workload Committee shall be comprised of three (3) management and three (3) employees from within the relevant job function group who are elected or appointed through the Union:



- (a) — Legal services (Legal Secretary; Paralegal);
- (b) — Adjusting services (Claims Adjuster; Claims Adjuster Commercial);
- (c) — Claims Contact Centre (Customer Service Adjuster);
- (d) — Injury services (Customer Claims Specialist; Claims Specialist, Senior Claims Specialist);
- (e) — Administrative (Claims Document Support Assistant; Claims Support Assistant);
- (f) — Material Damage (Vehicle Settlement Representative; Estimator); and
- (g) — Recovery Services (Support & Recovery Specialist, Senior Support & Recovery Specialist, Advanced Support & Recovery Specialist, Benefit Analyst, Benefit Support Coordinator).

All employees and job functions from within the Claims Division shall be entitled to participate in and be represented by the most appropriate Workload Committee by reference to the above job function groups. For each Workload Committee, a chairperson shall be elected by the Committee members, and shall be a voting member of the Committee. The position of chairperson shall be rotated and alternated on a six (6) month basis. A quorum of the Committee shall be equal representation of at least one (1) employee representative and one (1) management representative. Alternate representatives or replacements may be designated from each group. Decisions and recommendations of the Committee shall be on the basis of majority vote. In addition, the Union may appoint an employee as a "Union Coordinator" non-voting Committee member for which the Corporation will cover up to one quarter (0.25) FTE of the cost; any additional hours incurred by this Committee member would be paid to ICBC as Union-paid leave.

The Committee shall meet during regular business hours, and employees participating in the Committee shall do so without loss of pay. Time spent by the Committee shall be limited to what is reasonable in the circumstances and the timing of all Committee work shall take into consideration the operational needs of the Corporation.

3. — Committee Functions and Responsibilities

The function of the Workload Committee is to investigate, assess, and attempt to resolve employee concerns respecting work volume by making written recommendations to management which serve the objective of ensuring a fair workload in relation to normal productivity expectations and applicable standards for the job. Such recommendations will take into account any extenuating circumstances such as weather, short term volume fluctuations arising from temporary staffing shortages, etc.

4. **Process**

- (a) — The Workload Committee shall meet within ten (10) working days of a written concern regarding work volumes from an individual employee or group of employees. Concerns should reflect workload concerns affecting a job function or group of employees within a job function, rather than in respect of an individual employee only.
- (b) — Written decisions and recommendations of the Committee will be forwarded to the relevant member of the Operational Leadership Team (“OLT”) for consideration and response, with copies to each complainant. If the Committee is unable to reach a majority recommendation, the individual recommendations of committee members may be submitted to the OLT for consideration and response, with copies to each complainant. The OLT will provide a written response to the Committee, identifying intended actions, within ten (10) working days of receipt of the Committee’s recommendations. Copies of the response will be provided to each complainant.
- (c) — Should the Committee not be satisfied with the intended actions of the OLT responses from management representatives, the Committee may develop alternate recommendations for resubmission to the OLT, or refer those originally developed to the relevant Director in the Senior Leadership Team (“SLT”) for their review, accompanied by reasons for non-acceptance of the OLT’s response. The SLT will provide a written response to the Committee, with a copy to each complainant and the OLT, within ten (10) working days of receipt of the recommendations of the Committee.
- (d) — Should the response of the SLT not be acceptable to the Committee, the matter may be referred in writing, to the relevant Senior Director for resolution. The Senior Director, will render their decision within fifteen (15) working days of receipt of the Committee’s referral. The Senior Director’s response will be the final disposition of the matter.

Time limits as set out above may be extended by agreement between the Workload Committee and the applicable OLT, or SLT, and such agreement will not be unreasonably denied

- 5. — Workload Committees shall be provided with pertinent employee productivity information and/or any applicable volume standards. Where no such standards have been established for any particular job classification, the Committee may include in its recommendations to management that such standards be developed
- 6. — Employees will be advised of any applicable work volume standards for their respective job classification at the time the standards are established.



7. No reprisal will be taken against an employee as a result of initiating a workload complaint through the Workload Committee.



UP 52

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 41

LETTER OF UNDERSTANDING

RE: DRIVER LICENSING

The Parties acknowledge the unique work environment of the driver licensing offices. Therefore, the employees of driver licensing offices shall enjoy the following provisions:

Cellular Telephones

Driver Examiners in particular face safety risks while alone in vehicles with the public. The Corporation shall make available cellular telephones for driver examiners to take with them during road tests to allow for emergency calls to be made.

Locking Up

No employee shall be required to open/close or unlock/lock up a driver licensing office without their consent.

Part-Time Employees

Statutory Holidays

Should a statutory holiday fall on a regular day of work for a part-time employee they will not be required but may opt to work a make-up day.



UP 56

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 45

LETTER OF UNDERSTANDING

RE: DISABILITY MANAGEMENT STEWARDS PROGRAM

The Corporation acknowledges that the Union will implement a new Disability Management Steward program. When invited by a member, Disability Management Stewards shall be able to participate in the disability management process including meetings and correspondence. A fund shall be established for the purpose of disability management-related training. The Corporation shall make a one-time payment of \$50,000 to the Training fund on January 4, 2027. Training funds shall be allocated upon mutual agreement of the Parties.



MEMORANDUM OF AGREEMENT
2025 Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the Public Sector Employers Act, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first 4 years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) that, in accordance with how GWIs are defined and calculated in this MOA, are paid out and exceed the sum of the GWIs that are paid out in this collective agreement, the total GWIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal GWIs are equivalent.
2. The collective agreements listed in the appendix are excluded from consideration for the purposes of this MOA and cannot trigger an adjustment to the total GWIs paid out in this collective agreement in accordance with paragraph 1.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase). The total cumulative nominal GWIs MoveUP will receive over the term of the 4-year agreement is 12%.
4. The definition of a GWI, and what constitutes a GWI, for the purposes of this MOA, excludes wage and benefit redress/comparability adjustments; labour market adjustments; mid-contract compensation increases agreed to post-ratification; flexibility allocations; policy funding that is not directly tied to a collective agreement; any compensation increases that are funded by equivalent collective agreement savings; increases resulting from an employer being designated as a public sector employer under the Public Sector Employers Act; increases awarded through binding interest arbitration; or any grievance resolutions.
5. What constitutes a GWI and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat at the time the Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement.
6. This MOA will remain in effect for the term of this collective agreement.



Appendix

The collective agreements listed below are excluded from consideration for the purposes of this 2025 Public Sector Wage Increases MOA and cannot trigger an adjustment to the total GWIs paid out in this collective agreement in accordance with paragraph 1 of the MOA.

- a) Twentieth Main Public Service Agreement between the Government of the Province of British Columbia and the B.C. General Employees' Union (BCGEU);
- b) Health Services & Support Facilities Bargaining Association Collective Agreement between Facilities Bargaining Association and Health Employers Association of British Columbia;
- c) Collective Agreement between Health Employers Association of British Columbia and the Health Services and Support – Community Subsector Association of Bargaining Agents;
- d) Community Living Services Collective Agreement between the Community Social Services Employers' Association and the General Services Bargaining Association of Unions;
- e) Indigenous Services Collective Agreement between the Community Social Services Employers' Association and the General Services Bargaining Association of Unions; or
- f) General Services Collective Agreement between the Community Social Services Employers' Association and the General Services Bargaining Association of Unions.