

# Collective Agreement

**Between**  
Insurance Corporation  
of British Columbia  
and  
MoveUP (Canadian Office and  
Professional Employees  
Union,  
Local 378)

**July 1, 2022 - June 30, 2025**





**COLLECTIVE AGREEMENT**

**BETWEEN**

**INSURANCE CORPORATION OF BRITISH  
COLUMBIA**

**AND**

**MOVEUP (CANADIAN OFFICE  
AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378)**

**July 1, 2022 – June 30, 2025**



# Land Acknowledgement

ICBC and MoveUP respectfully acknowledge that the negotiations of this Collective Agreement have taken place on the unceded traditional ancestral territories of the xʷməθkʷəy̓ əm (Musqueam), Skwx wú7mesh Úxwumixw (Squamish), sə́ lílwətaʔt (Tseil-Waututh) and qiqéyt (Qayqayt) First Nations. ICBC and MoveUP commit to enlightening ourselves and one another about the history and ongoing impacts of colonization and affirm our commitment to action toward reconciliation and decolonization in our workplace and communities.



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# PREAMBLE

THIS AGREEMENT made the 2<sup>nd</sup> day of June, 2023.

BETWEEN: THE INSURANCE CORPORATION OF BRITISH COLUMBIA  
(hereinafter called the "Corporation").

AND: MOVEUP (CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 378)  
(hereinafter called the "Union").

## Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Corporation and the Union.
- (b) The parties to this Agreement share a desire to establish, within the framework provided by the law, an effective working relationship in all areas of the Corporation in which members of the bargaining unit are employed.
- (c) The parties to this Agreement share a desire to maintain harmonious relations and settled conditions of employment.

WITNESSETH, that the parties hereto have mutually agreed as follows:

# ARTICLE 0

## SCOPE OF AGREEMENT

### 0.01 Date of Effect

The following provisions shall take effect and be binding upon the Corporation and the Union for a period commencing the first (1<sup>st</sup>) Day of July 2022 and ending the thirtieth (30<sup>th</sup>) Day of June 2025, SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

### 0.02 Section 50 Exclusion

The parties hereto agree to the exclusion of the operation of Section 50, subsection (2) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

### 0.03 Notice to Bargain

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

### 0.04 Pre Bargaining Meeting

Prior to the commencement of collective bargaining, the parties shall meet to preview matters of concern, and to develop plans and procedures to optimize the effectiveness of direct collective bargaining in bringing about an agreement.

### 0.05 Continuation of the Agreement

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

### 0.06 Strikes and Lockouts

Notwithstanding paragraphs 2. and 4. above, it is agreed that the employees may strike, and the Corporation may lock-out after this Agreement's expiry date.

### 0.07 Agreement Scope

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context, the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Corporation Officers or Representatives.

## **0.08 Use of Plural Terms**

Wherever the singular is used in this Agreement, these words shall be construed as meaning the plural where the context requires. Conversely the reverse is equally true.

## **0.09 Interpretation of Time Period Terminology**

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

## **0.10 Catastrophic Event Cooperation**

It is recognized that a physical catastrophe (e.g. earthquake, fire) may seriously disrupt normal business operations. In this event, the parties agree to cooperate in the administration of the Collective Agreement, to enable contingencies which are directed to restoring normal operating conditions.

## **0.11 Management Rights**

All management rights heretofore exercised by the Corporation, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Corporation.

## **0.12 Notification of Corporation Policies and Procedures**

The Corporation agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Corporation will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 3 of this Agreement.

# ARTICLE 1

## UNION SECURITY

### 1.01 Agreement Application

This agreement shall apply to and be binding upon all employees of the Corporation described in a certificate issued to the Union by the Labour Relations Board on the 5th day of November, 1974, and shall continue to apply to the said certificate as the same may be amended by the Labour Relations Board from time to time.

### 1.02 Application and Maintenance of Membership

The Corporation agrees that all employees covered by this Agreement within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the Corporation, whichever event shall later occur, as a condition of continued employment with the Corporation shall make application to become members of the Union and if accepted, remain members of the Union.

### 1.03 Acquainting New Employees

The Corporation will inform new employees of their Union membership obligations. The Corporation will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee documentation. The Corporation will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Corporation by the Union.

The Corporation will provide the employee with a list of Job Stewards.

### 1.04 Assignments of Wages and Employee Information

The Corporation will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- |                             |  |
|-----------------------------|--|
| (a) employee id number      | (g) date of hire   |
| (b) name - address          | (h) work location  |
| (c) monthly salary          | (i) telephone number, except where employees have expressly indicated to the Corporation that their number is unlisted |
| (d) amount of dues deducted | (j) <u>department and division name</u>  |
| (e) job classification      |  |
| (f) employee status         |  |

In addition to the above the Corporation will provide the Union monthly with a list of:

- (i) new hires
- (ii) terminations
- (iii) promotions
- (iv) demotions
- (v) lateral moves between budget centres
- (vi) salary revisions
- (vii) address and name changes
- (viii) employees on extended leave of absence

- (ix) acting pay appointments
- (x) overtime worked
- (xi) telephone number changes, except where employees have expressly indicated to the Corporation that their number is unlisted
- (xii) seniority

Such information shall be supplied by the Corporation and in a form mutually acceptable to the parties.

### **1.05 Financial Obligations**

Notwithstanding any provision in this Article, there shall be no financial responsibility on the part of the Corporation for fees, dues, or general membership assessments of an employee unless there are sufficient unpaid wages of that employee in the Corporation's possession except that this provision shall not absolve the Corporation of its financial obligations in those circumstances where it knowingly failed to withhold sufficient employees' pay to pay the monies outstanding to the Union.

### **1.06 No Discrimination for Union Activity**

The Corporation and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Corporation shall not participate in or interfere with the administration of the Union.

### **1.07 Work Jurisdiction**

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit personnel except in emergencies when bargaining unit employees capable of performing the work are not available. In such emergency situations, where the period of assignment is longer than two (2) weeks duration, the Corporation will notify the Union when work traditionally performed exclusively by bargaining unit employees is being performed by exempt employees.

It is recognized by the parties under this clause that Corporation operations necessitate the utilization of non-bargaining unit personnel and they may continue to be used to the same extent they are now used.

The Corporation will not transfer to non-bargaining unit employees those functions (which do not qualify for exemption under the Labour Relations Code) which have been performed exclusively by bargaining unit employees.

Nothing in this Article shall be construed as a contractual definition of "employee" which is different from the definition of "employee" in the Labour Relations Code.

### **1.08 Contracting Out**

The Corporation will not contract out work normally performed by bargaining unit employees which will result in any layoff or downgrading of such employees.

# 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) 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.

(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;
- 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 of newly created first-level management jobs, and confidential jobs which are excluded from the bargaining unit.

## **2.10 Union Insignia**

- (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 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.

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.

# ARTICLE 3

## GRIEVANCE PROCEDURE

### 3.01 Grievance Defined

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work by one (1) of the following procedures:

### 3.02 Union or Corporation Grievance

Should either the Union or the Corporation consider that an action, or proposed action, is or will become a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether the matter is arbitrable, then such will be considered a policy grievance and be dealt with as follows:

The grieving party, i.e. the President of the Union or the Manager, Employee Relations of the Corporation, or their nominee(s), shall initiate same by letter. Within seven (7) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party at its option to arbitration as set out in 3.07 below.

### 3.03 Discipline, Termination, Suspension Grievances

Grievances concerning termination or suspension of an employee may be submitted directly to Stage III of 3.06 at the option of the grieving party. Grievances concerning the discipline of an employee, other than termination or suspension, will follow all the stages of 3.06.

Should an arbitrator, Labour Relations Board, or other body find that an employee has been dismissed, suspended or otherwise disciplined for other than just and reasonable cause, or find that an employee has been unjustly dismissed, suspended or otherwise disciplined for just and reasonable cause, the arbitrator, the Labour Relations Board, or other body may substitute such other penalty and/or order reinstatement and/or order compensation to the employee as it considers just and reasonable in all the circumstances.

### 3.04 Job Selection Grievances

Grievances concerning job selection shall be dealt with under Article 7.

### 3.05 Job Classification Disputes

Grievances and disputes concerning job classifications and pay grades shall be resolved under Article 10.

### 3.06 General Grievance Procedure

The parties to this Agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the Grievance Procedure to resolve the grievance or complaint.

(a) Stage I

- (i) Should a grievance occur, it shall be submitted by the employee, or the Job Steward on behalf of the employee, to the Manager, in writing, with a copy to the Union and to the Manager, Employee Relations, not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance.
- (ii) Within seven (7) calendar days of receipt of such Stage I grievance, the Manager will discuss the grievance jointly with the Job Steward and employee. The Manager will render a decision in writing to the Job Steward with a copy to the employee, the Union, and the Manager, Employee Relations, within fifteen (15) calendar days of the date of the discussion at Stage I.

(b) Stage II

- (i) Should a grievance be unresolved at Stage I, the Union may refer the matter to Stage II by writing to the Manager, Employee Relations, within fifteen (15) calendar days of receipt of the Manager's decision at Stage I.
- (ii) Within twenty (20) calendar days of receipt of the Union's referral to Stage II, a member of the Union staff and a member of the Corporation's Human Resources staff will meet and initiate a joint investigation in an effort to resolve the dispute. The Manager will render a decision in writing to the Job Steward with a copy to the employee, the Union, and the Manager, Employee Relations, within fifteen (15) calendar days of the date of the discussion at Stage II.
- (iii) If the parties are unable to resolve the dispute the Union may refer the matter to Stage III within fifteen (15) calendar days of receipt of the Manager's decision at Stage II.

(c) Stage III

- (i) A grievance referred by the Union to Stage III will be in writing to the Manager, Employee Relations.
- (ii) Within fifteen (15) calendar days of receipt of the Union's referral to Stage III, the Manager, Employee Relations, will discuss the grievance with representatives of the Union.
- (iii) Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the

Manager, Employee Relations, will submit the Corporation's decision to the Union in writing.

- (iv) Within thirty (30) calendar days of receipt of the Corporation's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.07.

### **3.07 Arbitration**

- (a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) days of notice to arbitrate being served under Stage III above, or in accordance with other Articles of the Agreement, the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Minister of Labour to make an appointment.
- (b) The Arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render their judgment and decision which shall be final and binding on the parties and upon any employee affected by it.
- (c) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator appointed under this Section.
- (d) The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

### **3.08 Attendance of Grievor at Grievance Meetings**

The aggrieved employee may be present at any or all steps of the Grievance Procedure if they desire and costs and wages thereto will be borne by the Corporation.

### **3.09 Extension of Time Limits**

Time limits as set out in the preceding sections may be extended by mutual consent of the Corporation and the Union, but the same must be in writing.

### **3.10 Stage III Initiation**

The processing of any grievance may begin at Stage III at the option of the Union.

### **3.11 Expedited Arbitration**

- (a) For application of the following procedure the parties shall mutually agree upon a list of single arbitrators for the purposes of hearing and resolving any grievance(s) or group of grievances submitted under this process.
- (b) The parties shall meet every four (4) months or as often as required to review outstanding grievances which have been exhausted through the Grievance Procedure to determine by mutual agreement any grievance(s) suitable for this process, and shall set dates and locations for hearings of the grievances considered suitable for expedited arbitration.
- (c) The Arbitrator shall hear the grievance(s) and shall render a decision within five (5) working days of such hearings. Such decision will be final and binding on both parties. No written reasons for the decision shall be

provided beyond that which the arbitrator deems appropriate to convey a decision.

- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) Any grievance may be removed from the expedited arbitration process by either party at any time prior to hearing and forwarded to a regular arbitration hearing.
- (g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (h) The parties will mutually agree to procedures to apply to expedited arbitration.

### **3.12 No Deviation from the Grievance Procedure**

After a grievance has been submitted, the manager will not enter into discussion with the grievor with respect to the grievance without Union representation.

### **3.13 Alternate Dispute Resolution Non-Binding**

Notwithstanding the other processes outlined in this Article, the parties may agree to participate in an alternate dispute resolution process. The process employs the caucus model and may be changed by mutual agreement of the parties.

# 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.
- (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.

#### **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.

# ARTICLE 5

## EMPLOYMENT, DISCHARGE AND TERMINATION

### 5.01 Notice of Appointment to New Employees

All new employees will receive a notice of appointment setting out the date of hire, job title, salary, and employment status in accordance with Articles 6.02 to 6.05 inclusive of this Agreement. If status is that of a full or part-time temporary employee, this notice shall also indicate the nature of the project and expected duration of employment.

### 5.02 Probationary Periods

- (a) A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of six (6) months. Employees shall be eligible for benefits as described in Article 6 of this Agreement after completing three (3) months or sixty (60) paid days of employment, whichever shall last occur.

A temporary employee who enters a regular position which is a different job title and classification from their previously held position shall be subject to the same probationary period as a new employee, as described above. Such an employee will be eligible for welfare benefits in accordance with the conditions set out in Article 6.02(b) of this Agreement. The employee may be terminated during this period as a result of inadequate performance and will receive payment in accordance with Article 5.02(b).

- (b) An employee may be terminated during their probationary period with:
- (i) five (5) days' notice or pay in lieu of notice if the employee has sixty (60) paid days or less of employment with the Corporation;
  - (ii) ten (10) days' notice or pay in lieu of notice if the employee has more than sixty (60) paid days of employment with the Corporation.

The probationary periods as described above may be extended by mutual agreement of the parties.

### 5.03 Competency Related Inadequacies

- (a) In situations where it can be demonstrated that a regular employee, not covered by Article 5.02, is failing to meet the performance expectations of their job due to competency-related inadequacies, the following provisions will apply:

- (i) the Corporation will provide a written notice to the employee, with a copy to the Union, outlining the inadequacies.
- (ii) the supervisor and the employee will work together, for a period of not less than three (3) months, in an endeavour to raise the employee's performance to an acceptable level of competency.

- (iii) the employee will be apprised of their progress during the aforementioned period at intervals of not less than one (1) month.
- (b) Where an employee's performance fails to improve to an acceptable level by the end of the above-stated period, the Corporation will endeavour to place the employee in a job more suited to the employee's aptitude, skills and abilities. In doing so the Corporation will endeavour to place the employee in a vacant position as close to their former salary group and work location as possible. In such instances, the Union will cooperate by waiving job postings, as required. Where necessary, employees placed in such positions will be provided with an orientation period of four (4) months.
- (c) Should no job be available which is suitable to the employee's aptitude, skills, and abilities, their employment may be terminated in accordance with Article 5.05. Following termination, the employee will be considered for any job vacancy which comes available within the following six (6) months that is suited to the employee's aptitude, skills and abilities.
- (d) The period devoted to performance improvement will not be less than three (3) months, unless otherwise agreed by the parties, and may be extended by mutual agreement of the parties.

#### **5.04 Discharge, Suspension Written Notification**

Employees may be discharged for a serious breach of discipline or conduct without notice.

Reasons for suspension or dismissal shall be in writing and issued to the employee and the Union by the close of business, the work day following the suspension/dismissal.

#### **5.05 Written Notification - Non-Culpable Termination**

Employees who have completed their probationary period under 5.02 above, and who are terminated for reasons other than just cause, shall receive a minimum of ten (10) working days' notice, or pay in lieu of notice, unless otherwise specifically provided in this Agreement. Copies of all termination or discharge notices will be provided to the Union at the same time as they are issued. Unless agreed with the Union, no employee who has completed their probationary period as described in Article 5.02 will be terminated during absence due to illness (except as provided for in Article 17.07), authorized leave of absence of any kind, or while under the provisions of a long term disability program.

#### **5.06 Termination of Employees on Layoff**

Employees on lay-off in accordance with the provisions of Article 8, who are not recalled during the recall period, will be deemed terminated.

## **5.07 Personnel Files and Performance Assessments**

### **(a) Personnel Files**

(i) A personnel file shall be maintained by the Corporation for each bargaining unit employee. Such a file may exist in hard copy and/or electronic form, and shall contain the following information (where applicable):

- letters of commendation.
- disciplinary documentation relating to incidents of culpable misconduct.
- factual information pertaining to the employee's work history, such as positions held, records of Acting assignments, salary history, etc.
- documentation pertaining to the employee's work performance.

In addition to the above-noted information, other ancillary files may contain information concerning the employee's employment. The existence of any such ancillary files will be made known to the employee upon request.

(ii) It is the intent that the personnel file be kept current, and that circumstances which require attention be brought forward without undue delay. A copy of all documents placed on an employee's personnel file, which are not of a routine administrative nature, will be provided to the affected employee at the time of filing.

(iii) An employee may make entries into their personnel file for any reason. A copy of any such entry shall be provided to the employee's manager at the time of filing.

### **(b) Employee Access to Personnel Files and Ancillary Employment Information**

An employee shall have the right to review information pertaining to them from their personnel or ancillary files at any time, upon reasonable notice. The information will be made available within three (3) working days or such longer period as may be reasonable due to postal service. An employee may request and shall receive a copy of any employment record or document pertaining to them which is contained in their employment files.

An employee's right to access information pertaining to them from employment files will not apply to circumstances where that information is privileged, or restricted by act or statute.

### **(c) Union Access to Employee Information**

The Union will have the same right of access to employment information as the employee, as set out in the preceding clause, providing the employee gives their authorization to the Corporation in writing. The authorization will not give repeated right of access to the Union unless the employee so stipulates. In giving the Union such access, the employee agrees to hold

the Corporation harmless with respect to the Union's stewardship of that information).

(d) **Purging Personnel or Ancillary Files**

The Corporation agrees to remove from an employee's personnel file any adverse report, which is of a punitive nature, after eighteen (18) months provided no further such reports have been issued within that period.

All references to probationary notices will be removed from the employee's file after eighteen (18) months have passed since the successful completion of the probation and subject to the employee being actively employed and maintaining an acceptable level of performance during that time.

An employee may request the removal and destruction or amendment of any document in the personnel or ancillary files which they feel is irrelevant to their employment, or which would be prejudicial to the employee in an employment decision. Such request will not be unreasonably denied.

In the event that a document is so destroyed or amended, the Corporation agrees not to refer to the existence of the original document or circumstances in any hearing.

(e) **Performance Assessments**

Where a formal assessment of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provision shall be made on the assessment for the employee to sign it. Such signature shall not be evidence of agreement or disagreement with the assessment. A copy of the assessment shall be provided to the employee after they have signed it, and such assessment shall not be changed without the knowledge of the employee.

(f) **Letters of Expectation**

The Corporation agrees to remove from an employee's personnel or ancillary files any letter of expectation after eighteen (18) months provided no similar reports have been issued within that period.

## **5.08 Burden of Proof**

In all cases of discipline, the initial burden of proof of just cause will rest with the Corporation.

## **5.09 Workload**

The Corporation agrees to make every reasonable effort to ensure that the workload is evenly distributed amongst employees within the same job classification, department and headquarters.

Where the Union has reason to believe that workload is not evenly distributed, as described above, the matter will be referred to the Joint Consultation Committee for resolution before a grievance is initiated.

# 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.

#### (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.

### **(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 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.
- (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.

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:

| <b>Type of Leave Replacement</b> | <b>Duration</b>  |
|----------------------------------|--|
| 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:<br>A maximum period of sixty-two (62) weeks.<br>Birth Mothers: A maximum period of sixty-one (61) weeks (in addition to maternity leave).<br>Note: If Article 19.06(e) is applicable, then the duration of the leave replacement shall be extended by the additional leave 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;
- (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 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.

# 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 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 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 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 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 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.

## **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.

## **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

- (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 for a lateral transfer to the same job in a different location unless 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 for a lateral transfer to a different job within the same pay grade as their present job, unless twelve (12) month 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 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
  - (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.

## **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.

# ARTICLE 8

## LAYOFF AND RECALL

### 8.01 Layoff

(a) Notification

If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the Corporation, the Corporation shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied.

(b) Temporary Assignments

Prior to layoff of any regular employees the Corporation will end the assignment of any temporary employee, in that department, provided the affected employee has the prerequisite qualifications or an equivalency to enable the employee to immediately perform the assignment such that there is no loss of productivity.

(c) Contractor (in-house) Assignments

Prior to layoff of any regular employee from a department the Corporation will, where practical, end the assignment of a contractor in that department provided the affected employee has the prerequisite qualifications or an equivalency to enable the employee to immediately perform the assignment such that there is no loss of productivity and provided the work is assessed to be at an equal or lower level to that being performed by the employee.

(d) Layoff by Seniority

The basic principle in applying layoff to any regular employee shall be layoff by seniority (i.e. the most junior employee in the department in the affected job classification shall be the first laid off, providing the retained employee can perform the job). (See Letter No. 2)

(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.

(i) Placement into other vacant regular positions in a job the employee previously held and performed at a satisfactory level, or an equivalent or lower level job within the Corporation, provided the employee has the prerequisite skills, aptitudes, education and experience, or equivalency, and can perform the job within the normal orientation period for the position, and/or,

(ii) Resignation with severance pay as provided for in Article 8.03, except that such pay will be limited to a maximum of six (6) months. In addition, the Corporation may, at its discretion, canvass employees in other job classifications within affected departments, or other

departments, divisions, headquarters and/or regions, who would not otherwise be affected, but whose positions could be used to place affected employees. Seniority will prevail where the Corporation limits the number of employees leaving.

The Corporation will advise the Union immediately of the results of the pre-layoff canvass. The Union will cooperate in any pre-layoff canvass by waiving postings as required.

## **8.02 Vacancy Rights and Bumping Rights**

The Corporation will endeavour to place regular employees affected by layoff in other vacant positions within the region in which they are employed, provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such a period of orientation not to exceed that which is prescribed in the job profile. The Union will cooperate by waiving job postings as required.

The employee may elect to exercise their bumping rights if:

- (i) there are no positions available in the region, or
- (ii) the employee can bump into a position of higher pay grade than the position available, or
- (iii) the available position(s) would involve relocation that carried an entitlement to moving expenses under Article 20.08.

Should there be a position available which does not involve relocation which carries an entitlement to moving expenses under Article 20.08, and the employee does not elect to exercise their bumping rights, the employee will either accept such a position or be deemed to have elected layoff and receive severance pay in accordance with 8.03. Where an employee declines such placement into a vacant position, and elects layoff, their rights of recall will be limited to only those positions in a higher pay grade than the one offered at the time of layoff.

### **Bumping Rights**

- (a) Subject to the limitations specified, any regular employee who is subject to layoff under the terms of this Agreement may bump the least senior employee from an equivalent or lower level job on the following basis:
  - (i) the least senior employee in the same job classification (i.e. job profile); or
  - (ii) the least senior employee in a job the redundant employee previously permanently held since the date of last hire with the Corporation.

Provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

- (b) Any regular employee with less than two (2) years seniority may exercise their bumping rights in accordance with 8.02(a) in the following order:
  - (i) in the headquarters where they are employed;

- (ii) in any headquarters where they were previously employed.

Employees electing to exercise their bumping rights in accordance with item (ii) above will not be eligible for moving expenses as defined in Article 20.08 of the Agreement.

- (c) Any regular employee with more than two (2) years but less than eight (8) years seniority may exercise their bumping rights in accordance with 8.02(a) in the following order:
  - (i) in the headquarters where they are employed;
  - (ii) in the region in which they are employed.
- (d) Any regular employee with more than eight (8) years seniority may exercise their bumping rights in accordance with 8.02(a) in the following order:
  - (i) in the headquarters where they are employed;
  - (ii) in the region in which they are employed;
  - (iii) in the Corporation.
- (e) Employees who have the opportunity to exercise their bumping rights under Article 8.02(c) or (d) and who have the opportunity to bump into two (2) or more jobs will exercise their bumping rights within the same municipality or city prior to bumping Corporation-wide, except that such condition will not negate the employee's right to bump into the highest salary grade job available.
- (f) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.
- (g) Lack of space in a headquarters may require overflow premises to accommodate employees of a department who would otherwise be located in that headquarters if space permitted. Where this occurs, all such premises of that department shall be deemed to be a single headquarters for the purposes of establishing bumping rights under this Article.

### **8.03 Notice and Severance Pay**

- (a) Any regular employee who is laid off will receive written notice of layoff and severance pay as follows:
  - (i) employees who have less than three (3) years' service with the Corporation since the last date of hire will receive two (2) calendar weeks' written notice;
  - (ii) employees who have three (3) or more years' service with the Corporation since the last date of hire will receive four (4) calendar weeks' written notice.

Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.02 will be laid off with severance pay, subject to a maximum of fifty-two (52) weeks, as follows:

- (i) three (3) weeks' pay for employees with up to two (2) full years service;
- (ii) two (2) weeks' pay for each full year of service in excess of two (2) years, up to five (5) years;
- (iii) three (3) weeks' pay for each full year of service in excess of five (5) years.

(b) A regular employee who receives severance pay, if they return to work for the Corporation, will reimburse the Corporation for any portion of severance pay which exceeds the period of layoff prior to their return to work. An employee who receives severance pay because of more than one (1) layoff shall not receive total severance pay which will exceed the amount of severance entitlement defined in 8.03(a) (i.e. severance pay is not cumulative with each layoff).

#### **8.04 Salary on Transfer to Lower Level Jobs**

A regular employee who transfers or bumps to a lower level job under the conditions of this Article will continue to receive their salary on such transfer along with increases on their appropriate anniversary dates provided, however, that they will not receive a salary which is higher than the maximum of the lower level job.

#### **8.05 Reinstatement to Former Position**

A regular employee who accepts a lower level position under this Article shall have the right to reinstatement of their former position or one substantially derived from it, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted and the employee shall receive the salary they would have attained assuming they had not transferred to a lower level job.

#### **8.06 Recall List and Procedure**

- (a) Employees with less than five (5) years continuous service shall be placed on a recall list for six (6) months. Employees with five (5) or more years continuous service shall be placed on a recall list for twelve (12) months.
- (b) Employees on the recall list will be considered automatic applicants to job vacancies posted in accordance with the provisions of Article 7, provided the position is within the department from which they were subject to layoff.

New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority and in the following order:

- (i) recall will first be offered to employees on the recall list who have five (5) or more years of seniority at the time of recall;
- (ii) should there be no employee on the recall list with five (5) or more years of seniority at the time of recall, or should eligible employees decline recall in accordance with 8.06(d) or (e) below, recall will next be offered to the employee on the recall list, who has previously worked within that region;

- (iii) should there be no employee on the recall list eligible for recall under (i) and (ii) above, the Corporation may hire from outside the bargaining unit;
  - (iv) new in-house work (that is normally performed by bargaining unit employees) will not be contracted until employees on the recall list from the affected department, who have the prerequisite qualifications or equivalency to perform the job, are recalled in their order of seniority.
- (c) Employees who are recalled will be given a salary on rehire which is not less than the salary they would have received assuming they had not been laid off except that such salary will not be below the minimum or above the maximum of the salary range.
- (d) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have fourteen (14) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.
- (e) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which they were laid off at the same headquarters shall be terminated by the Corporation.
- (f) Employees on layoff will keep the Corporation informed of their current address for recall. Should an employee change their address during the period of layoff, they will inform the Corporation of such change by registered mail.
- (g) Should a temporary position become available at the headquarters from which an employee was laid off and for which the laid off employee has the prerequisite education and experience or equivalent to perform the job, the Corporation will attempt to contact the employee (by telephone) to determine their interest in the position. The employee's decision not to accept the position, whatever level it may be, will not prejudice their previously established rights of recall into regular position vacancies.
- (h) Should the affected employee accept the temporary position, their status during their employment with the Corporation in that position will be considered that of a regular employee except that they will continue to be eligible for recall into a regular position vacancy during their period of employment in the temporary position. In the event the employee is subsequently laid off while holding a temporary position, they will not be eligible to exercise their bumping rights and will be subject to recall in accordance with their original recall rights when laid off from a regular position. In such cases the employee's period of recall as defined in Article 8.06(a) will recommence. The terms of Article 8.03 will apply in total to an employee affected by this clause.

## **8.07 Copies of Recall Lists and Notices to the Union**

Copies of recall lists and all notices of recall shall be sent to the Union office.

## **8.08 Regional Definitions**

For the purpose of Article 7.05 and 8.02, the Province of British Columbia is divided into four (4) regions:

1. Vancouver Island;
2. The Lower Mainland, being the Greater Vancouver Regional District and adjoining municipalities extending north to include Squamish and Powell River and extending east to include Hope;
3. The Southern Interior, being that portion of the interior of British Columbia to the east of Hope extending to the Alberta border and to the north of Hope extending to the Trans-Canada Highway No. 1 and including communities located on the Trans-Canada Highway No. 1; and
4. The Northern Interior, being that portion of the interior of British Columbia north of the Trans-Canada Highway No. 1 excluding headquarters located in the Vancouver Island, Lower Mainland and Southern Interior Regions.

# ARTICLE 9

## TECHNOLOGICAL AND PROCEDURAL CHANGE

### 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 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.

In relation to providing the Union with notice of technological and procedural change, as set out above, the Corporation will meet with the Union during the first thirty (30) days of the sixty (60) day notice period to review planned implementation procedures, and to consider any alternative approaches proposed by the Union.

### 9.02 Cooperation in Placement of Displaced Employees

Prior to the application of the following procedures, the parties hereto agree that they will cooperate in facilitating the placement of employees displaced as a result of 9.01 above by attrition wherever possible.

The basic principle in applying displacement to any regular employee shall be last hired, first laid off provided the retained employee(s) can perform the job. (See Letter No. 2).

### 9.03 Displacement of Employees

Any full-time regular employee who is displaced under this Article will be entitled to the following considerations in the following order.

The parties agree that the terms and conditions of Article 8.02 will apply in the event of bumping under this Article.

- (a) The Corporation will place the employee in an available position of equal salary grade within the same headquarters or within the same region that the employee can perform after appropriate training and orientation, the period of which shall not exceed three (3) months. The Union will cooperate with such placements by waiving job postings as required. The employee will either accept the available position (unless it involves relocation that would entitle the employee to moving expenses under Article 20.08), or elect to terminate and receive severance pay in accordance with 9.03(d).
- (b) If no position at an equal salary grade within the same headquarters or within the same region is available, or if such position is available and has been rejected by the employee because it involves relocation that carries an entitlement to moving expenses under Article 20.08(a), the Corporation will offer the employee an available position at a lower salary grade within the same headquarters or within the same region that the employee can perform after appropriate training and orientation, the period of which shall not exceed three (3) months. The Union will cooperate with such placements by waiving job postings as required.

The employee will accept the position being offered unless acceptance would involve relocation that would entitle the employee to moving expenses under Article 20.08(a), or unless the employee elects to exercise their bumping rights into an alternate position in accordance with Article 8.02. For the purposes of this Article, employees in the Northern Interior, Southern Interior and Vancouver Island regions will be allowed a one-time bump opportunity corporate wide after exhausting the options in Article 8.02. The exercising of these bumping rights, however, must result in the employee either securing a position in a higher pay grade than the one being offered, or securing a position in a location other than the location of the position being offered and which is consistent with the order of bumping as described in 8.02. In the event the employee does not accept placement in an available position for reasons other than described herein, the employee will elect to terminate and receive severance pay in accordance with 9.03(d).

- (c) When an employee who has been displaced under this Article cannot be placed or rejects placement because it involves relocation that carries an entitlement to moving expenses under Article 20.08(a), and subsequently elects not to exercise their bumping rights or exhausts their bumping rights, the employee will be laid off and will receive severance pay in accordance with Article 9.03(d). An employee who is laid off shall be placed on the recall list in accordance with the period defined in Article 8.06(a).
- (d) An employee who elects to terminate under 9.03(a) or 9.03(b), or who is laid off under 9.03(c), will receive severance pay in accordance with Article 8.03.
- (e) An employee who is placed or bumps into a lower grade job will receive salary protection in accordance with Article 9.04.

#### **9.04 Salary Protection**

A full-time regular employee who is placed or bumps into a lower level job will receive salary protection effective from the date they assume the lower level job, as follows:

##### **Period of Protected Salary Treatment**

- (a) Up to and including three (3) years of service, one (1) month of protected treatment for each full year of service.
- (b) More than three (3) years of service, three (3) months protected treatment plus two (2) months protected treatment for each full year of service in excess of three (3) years.
- (c) More than five (5) years of service, entitlement will be as calculated per item (b), or twelve (12) months protected treatment, whichever is greater.

After the expiry of the protected salary period, the affected employee will have their salary red-circled if such is above the maximum of the lower level job.

# 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.

## **10.08 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.

## **10.09 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.

## **10.10 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.

## **10.11 Job Evaluation Appeal Officer**

The Union will appoint two (2) bargaining unit employees to be Job Evaluation Appeal Officers, 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 10.12 of the Job Evaluation Appeal Procedure. One (1) appointee will serve as the principal Officer 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 10.12 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 10.12.

The Job Evaluation Appeal Officer 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.

The Corporation will pay for all reasonable expenses incurred by the Job Evaluation Appeal Officer in the performance of their functions as set out in Article 10.12. Pay for time worked in connection with Job Evaluation Appeal Officer's duties will be limited to job evaluation appeal work related to 10.12 and will be paid at straight time earnings during regular working hours.

The Job Evaluation Appeal Officer 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 will schedule their time in such a way as to cause minimal disruption to their regular job with the Corporation. The Job Evaluation Appeal Officer 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.

## **10.12 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. 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) 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.
- (c) 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) 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) 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) 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) The time limits referred to in this Article may be extended by mutual agreement, and such agreement will not be unreasonably denied.
- (h) For all position questionnaires filed after the ratification date of the 2014-2019 Collective Agreement, if an appeal commenced under Article 10.12 results in a change in salary group, the effective date of such change shall be the date upon which the position questionnaire was submitted pursuant to Article 10.07.

### **10.13 Pay Level Changes**

Pay levels of job classifications set out in Appendix "A" will only be changed through the application of the Job Evaluation Plan and related procedures as set out in this Article.

The parties agree that the rating of jobs listed in the classification schedule forming Appendix "B" of the Pay Equity, as evaluated through submitted questionnaires, are correct as at their respective implementation dates(s). Such jobs will serve as a baseline for subsequent evaluations of new or amended jobs, and will be used by the parties in the resolution of job evaluation appeals.

# ARTICLE 11

## SALARY ADMINISTRATION

### 11.01 Pay According to Job Classifications and Salary Group

All employees covered by the Agreement will be classified and paid under one (1) of the job classifications and salary groups set out in Appendix "A" except that job classifications and salary groups subsequently developed under Article 10 will be included and form part of Appendix "A".

Should there be any conflict between the language of Article 11.01 and any other provision of the Collective Agreement, the language of Article 11.01 will apply.

### 11.02 Bi-Weekly Pay and Calculation

Employees will be paid on a bi-weekly basis with the bi-weekly salary calculated at 46.154% of the employees' normal monthly rate rounded to the nearest cent.

### 11.03 Hourly Rate Calculation

Employees' normal hourly rate for overtime and premium pay calculations shall be calculated to the nearest cent by dividing the employees' bi-weekly salary as established in Article 11.02 by seventy (70).

### 11.04 Minimum Rate

No employee will receive less than the minimum rate for the job.

### 11.05 Rate Upon Hiring

New employees will be hired at the minimum rate for the job except that the Corporation may hire up to the midpoint of the salary range at its option, to recognize related experience. New employees may be hired above the midpoint of the salary range provided agreement is reached with the Union.

### 11.06 Length of Service Increases

- (a) Except as limited by Article 11.07, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
- (i) all regular employees hired prior to the signing of this Agreement will retain their previously established length of service date unless promoted as per item (iii) below;
  - (ii) new employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire;
  - (iii) any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 11.08, and will have their length of service date adjusted to reflect their date of promotion.

- (b) An employee in Salary Group 3 will progress along the salary scale at six (6) month intervals until they reach the maximum of the salary range.

An employee in Salary Groups 4 to 13 will progress along the salary scale at one (1) year intervals except that an employee who is hired at or promoted to Step 1 will receive a length of service increase after six (6) months service. Such an employee will thereafter receive length of service increases at annual intervals until they reach the maximum of the salary range.

Except as otherwise provided in this Agreement, length of service increase dates will be moved back to reflect the number of working days taken as leave without pay whenever such leave exceeds one (1) calendar month.

- (c) An employee whose salary is on a step of the salary range will receive a length of service increase to the next step of the range. If an employee is promoted into a job in Salary Groups 5 to 13, and the new salary falls below the mid-point between Step 1 and Step 2 of the new scale, the salary will be set to Step 1 of the range. If a promoted employee's salary falls at, or above, the mid-point between Step 1 and Step 2 of the new range, the salary will be set to Step 2 of the range. An employee whose salary falls between any other steps on the salary range will receive length of service increases which equal the dollar difference between the steps in which the employee's salary fell before the increase except that no employee will receive a length of service increase which would place them above the maximum salary for the job.

## **11.07 Withholding and Reinstatement of Length of Service Increases**

Length of service increases as set out in Article 11.06 may only be withheld for inadequate performance and after the employee has been given written notice of their inadequacies and the intention to withhold, such notice to be given not less than one (1) calendar month prior to the date of the increase. The Union will be notified in writing of such action.

The length of service increase may be withheld for a period not to exceed three (3) calendar months but notwithstanding this, an employee will not be eligible for a length of service increase while on probation in accordance with Article 5.03 of this Agreement. When the employee has restored their performance, they will regain their position in the salary scale on a non-retroactive basis.

## **11.08 Rate of Pay upon Promotion**

An employee who is promoted from one (1) salary group to another will receive no less than a one (1) salary step increase in wages. Where the employee is promoted to a salary group with a minimum salary level which is higher than the employee's rate of pay at the time of promotion, the employee will be moved to that minimum salary rate.

Employees who currently are paid at a rate of pay which is between wage steps in any given salary group, upon promotion, will receive no less than 5% increase above their current salary at the time of promotion including movement to the next higher salary step should the new rate, after the 5% adjustment fall between salary steps in the new salary range.

## **11.09 Pay on Performing Higher Graded Job Duties**

An employee who performs part or all of a higher graded job on a regular continuing basis, daily or weekly, shall have the duties and responsibilities reflected in their job profile and pay grade as set out in Article 10.

## **11.10 Pay on Transfer to a Lower Level Job Voluntarily or Due to Inadequate Performance**

Except as modified in this Section, an employee who transfers to a lower level job at their request or as a result of inadequate performance under Article 5.03 shall retain their salary provided such salary is not above the maximum of the lower graded job. If their salary is above the maximum it shall be reduced to the maximum of the lower graded job.

An employee under this clause who has less than six (6) months service in the higher level job will receive a salary under this clause on reverting to a lower level job which would be that salary which they would have attained assuming they had not transferred to the higher level job in the first instance.

An employee under this clause who has less than six (6) months service since being hired into the higher level job will receive a salary in the lower level job equivalent to that which they would have attained assuming they had been hired into the lower level job in the first instance.

An employee who has entered a trainee program for an end-level position which is at a higher pay grade, and who subsequently returns to their previous job at their request, or as a result of failure to successfully complete the requirements of the trainee program, will receive a salary under this clause on reverting to their previous job which would be that salary which they would have attained assuming they had not transferred to the trainee job in the first instance.

## **11.11 Pay on Transfer to a Lower Level Job for Health Reasons**

An employee who transfers to a lower graded job as a result of poor health will have their salary regressed at a rate of one (1) salary step per year at each anniversary of the commencement in the work at the lower level job until their salary is reduced to the maximum of the lower graded job.

An employee who returns to work full-time to a lower graded job under the rehabilitation program of the LTD Plan shall receive the normal salary for the job classification for all hours worked (i.e. no more than the maximum step of the salary group for the job classification).

The difference between this present salary and their salary prior to disability will be paid through LTD benefit to provide up to 100% of their previous net pay, or to a lesser amount as may be determined by the maximum benefit payable through the LTD Plan.

An employee who returns to work part-time under the rehabilitation program of the LTD Plan shall receive the normal salary for the job classification for all hours worked (i.e. no more than the maximum step of the salary group for the job classification). The difference between this present salary and their salary prior to disability will be paid through LTD benefit to provide up to 85% (prorated) of their previous net pay.

Subject to changes being acceptable to the carrier.

## **11.12 Involuntary Transfers to Other Jobs**

An employee who transfers to other jobs under the conditions of Article 8 or Article 9, shall receive salary treatment in accordance with the appropriate Articles. An employee who remains in the same job, but whose job rating is changed under Article 10, shall receive salary treatment in accordance with Articles 11.17 and 11.18(c).

## **11.13 Pay on Temporary Performance of Lower Grade Work**

An employee who temporarily performs lower graded work in accordance with Article 10 shall not suffer any loss of earnings or salary progression during such period.

## **11.14 Pay for Acting Appointments**

(a) An employee who is temporarily appointed to a higher level position in an acting capacity will have their salary adjusted in accordance with Article 11.08 except that no accrual adjustment will be made to the regular rate of pay before applying the promotion formula. Such adjustments will apply for appointments of three (3) consecutive working days or more, in which case, the employee's salary will be adjusted from the commencement of such period.

(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 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.

(c) An employee who performs a higher level position in an acting capacity under the foregoing on reverting to their former position will receive the salary that they would have attained assuming they had remained in their former position.

(d) An employee's acting adjustment will be discontinued upon the discontinuance of the appointment in accordance with Article 11.16(a), except where the employee is unable to perform the acting assignment due to illness or injury. In such instances, the acting adjustment will be continued for either five (5) days or to the scheduled end date of the assignment, whichever occurs first.

(e) Where an employee is assigned additional duties, beyond the scope of their regular assignment, the provisions of Article 10 will apply.

## **11.15 Length of Service Increases during Acting Appointment**

An employee who performs a higher level position in an acting capacity shall receive any length of service increases that they would have been eligible to receive in their regular position and will have the acting promotional increase applied thereto.

## **11.16 Notification and Limitation of Acting Appointments**

- (a) Where temporary acting appointments are posted on the intranet, the postings will be updated to indicate the name of the selected employee.

Employees who temporarily perform higher level work in an acting capacity will be advised in writing, with a copy to the Union, stating the commencement date, job title, salary adjustment, and duration of the acting capacity.

Acting assignments may be discontinued by the Corporation, at its discretion, where there is no longer a requirement for such assignment, or where the employee is no longer available for, or capable of performing, the assignment.

In instances where the employee is unable to perform the acting assignment due to illness or injury, the acting assignment will be continued for five (5) days or to the scheduled end date of the assignment, whichever occurs first.

- (b) Acting appointments will be limited to projects or work assignments not exceeding six (6) months in duration except as required to replace employees on maternity/parental leave, critical illness or injury leave, Long Service Leave, Compassionate Care Leave, and Education Leave for the duration of the leave. Extensions to any other appointments beyond six (6) months, will be by mutual agreement with the Union. Mutual agreement shall not be unreasonably withheld.

## **11.17 Salary and Length of Service Adjustment on Reclassification**

- (a) An employee whose position is reclassified to a higher pay group as a result of a change in job content, including stated job qualifications, will have their salary adjusted in accordance with Article 11.08, and will have their length of service date adjusted to reflect the date of reclassification.
- (b) An employee whose position is reclassified to a higher pay group without a change in job content will have their salary adjusted to the same point in the new range as they occupied in their former pay group, and will retain their previous length of service date.

## **11.18 Application of Wage Increases to Red Circled Salaries**

- (a) If an employee's salary is in excess of the maximum salary for their position (i.e. is red-circled) prior to the granting of a general increase and their present salary becomes less than the new maximum for the range after applying the general increase to the range, they will receive the difference between their present salary and the new maximum of the range. They will receive the full value of any subsequent general increases during the term of this Agreement unless their salary again becomes red-circled prior to the granting of a subsequent general increase, in which case the treatment set out in this Article 11.18(a) will apply.
- (b) If an employee's salary is in excess of the maximum salary for their position (i.e. is red-circled) prior to the granting of a general increase and their present salary continues to be more than the new maximum for the range after the general increase has been applied to the range, their salary will remain unchanged. At such point as their salary falls within the range as a

result of the application of a subsequent general increase during the term of this Agreement, they will be treated as in Article 11.18(a) preceding.

- (c) Notwithstanding Articles 11.18(a) and 11.18(b), an employee whose salary is red-circled as a result of the application of Article 10 (Job Evaluation) will receive 100% of any general increase applied within a twelve (12) month period following the re-evaluation. Thereafter, the employee will receive 70% of all subsequent general increases, or the difference between their salary and the new maximum for their range after applying the general increase, whichever is greater.

### **11.19 Definitions**

- (a) Protected salary treatment as described in Article 9.04 means that upon assuming a lower level job an employee will retain this existing salary and will receive all scheduled salary increases for the specified period.
- (b) Red-circled treatment where used in this Agreement means that an employee will retain their established salary but will not be entitled to any further salary increases until the maximum of the salary range for their job classification equals or exceeds their salary.

### **11.20 Placement during Period of Salary Protection**

An employee who is in receipt of any form of salary protection will accept placement in a higher level position, up to the level of the job which attracted the salary treatment, which comes available at the employee's current headquarters provided they can reasonably perform the work. Otherwise, the employee's salary will be reduced to the maximum of the pay grade for the position they hold, and the Corporation will not be obliged to place the employee in any other such higher position.

# ARTICLE 12

## HOURS OF WORK

### 12.01 Claims Hours of Work

#### (a) Claims Department - Claim Centre Employees

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

- (i) Work day - seven (7) hours and fifty (50) minutes, Monday to Friday, broken by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day. Work may be scheduled to provide coverage from 7:30 a.m. to 6:00 p.m.
- (ii) Work period - nine (9) days every two (2) weeks. All employees will work four (4) days one (1) week, and five (5) days the opposite week. With respect to the weeks where employees would work four (4) days, they will have either Monday or Friday off.

All employees will work Tuesday to Thursday each week. The Corporation will determine the number of employees that will have either Monday or Friday off.

In the case of a statutory holiday falling on a Friday when an employee is scheduled off, the employee will be scheduled off on the preceding day. In the case of a statutory holiday falling on a Monday when an employee is scheduled off, the employee will be scheduled off on the following day.

- (iii) Notwithstanding the above in sub-paragraph (a)(ii), an employee may volunteer to have Tuesday, Wednesday, or Thursday as their scheduled day off. The employee will make this intention known to the manager prior to the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.
- (iv) Employees will bid in order of seniority on their preferred rotating day off (Monday or Friday) prior to vacation sign up in each year. Any employee who voluntarily chooses Tuesday, Wednesday or Thursday will advise their manager prior to the commencement of the vacation bid for their department.
- (v) All employees will be advised of their day off prior to the vacation bid process commencing.
- (vi) Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies to those employees

moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.

- (vii) Work scheduling and assignment - regular work periods will commence not earlier than 7:30 a.m. and end not later than 6:00 p.m. Starting times will be offered to employees on the basis of seniority within the applicable job classifications (subject to operational requirements respecting trainees, and the need to provide an adequate balance of resources).

(b) **Claims Branch Offices, Claims Resident Offices, and Salvage Operations Outside Lower Mainland**

The hours of work for full-time regular employees in the departments set out above are as follows:

- (i) Work day - seven and one-half (7.5) hours per day, broken by a one (1) hour unpaid lunch period at or near the mid-point of the shift. The duration of the lunch period and the starting time for the shift will be in accordance with current practice and subject to change under Article 12.08.
- (ii) Work week - five (5) days, Monday to Friday.

(c) **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.

(d) **Commercial Claims**

The hours of work for all full-time regular Commercial Claims employees on the 9-day fortnight schedule are as follows:

- (i) Work day - seven (7) hours fifty (50) minutes per day, Monday to Friday broken down by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day. 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. All employees will work four (4) days one (1) week, and five (5) days the opposite week. With respect to the weeks

where employees would work four (4) days, they will have either Monday or Friday off.

All employees will work Tuesday to Thursday each week. The Corporation will determine the number of employees that will have either Monday or Friday off.

In the case of a statutory holiday falling on a Friday when an employee is scheduled off, the employee will be scheduled off on the preceding day. In the case of a statutory holiday falling on a Monday when an employee is scheduled off, the employee will be scheduled off on the following day.

- (iii) Notwithstanding the above in sub-paragraph (d)(ii), an employee may volunteer to have Tuesday, Wednesday, or Thursday as their scheduled day off. The employee will make this intention known to the manager prior to the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.
- (iv) Employees will bid in order of seniority on their preferred rotating day off (Monday or Friday) prior to vacation sign up in each year. Any employee who voluntarily chooses Tuesday, Wednesday or Thursday will advise their manager prior to the commencement of the vacation bid for their department.
- (v) All employees will be advised of their day off prior to the vacation bid process commencing.
- (vi) Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies to those employees moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.

\*note: this language excludes Commercial Claims Appraisers, Commercial Claims Examiners and Supervisors, Commercial Claims.

## **12.02 Data Centre Operational Services - Continuous Operations**

The hours of work for full-time Data Centre Operational Services employees in continuous operations will be as follows:

- (a) Work day - 7:00 a.m. to 7:15 p.m. or 7:00 p.m. to 7:15 a.m. Starting times may be varied by mutual agreement of the manager and the employee(s).
- (b) Work week - three (3) days consecutive per week (except on shift change) Monday to Sunday and days off in accordance with Article 13.08.

Management and the employees may agree to variations in the duration of the work week to result in employees working fewer weekends in whole or in part throughout the year without impairing the efficiency of data centre operational services or adding to its operating costs. It is recognized that

when this results in more than a three (3) day work week, the additional hours in that week over three (3) days will not be at overtime rates. In the event of failure to agree on an alternate work week variation, the three (3) days consecutive per week schedule will prevail.

- (c) Unpaid lunch period of thirty-five (35) minutes.
- (d) In the event an employee is scheduled for meetings or education courses on a day that would usually be scheduled off, then the employee will be paid at straight time for the duration of the meeting/course, subject to a minimum payment of 4 hours, and to the provisions of Article 13.08(c). If notice of less than twenty-four (24) hours is received, the employee affected will be paid at overtime rates.

### 12.03 Extended Shifts

The hours of work for full-time employees in the departments specified will be as follows:

- (a) Day shift - Micrographics, Microimaging, Autoplan Document Processing, Print & Mail Services, Data Services Administration, Litigation, and Facilities.
  - (i) Work day - seven and one-half (7.5) hours per day starting no earlier than 7:15 a.m. and ending not later than 6:00 p.m., depending on departmental requirements.
  - (ii) Work week - five (5) days, Monday to Friday.
  - (iii) In Print & Mail Services, an employee may start earlier than 7:15 a.m. if mutually agreeable between the employee and the manager, and in addition they will receive a shift premium in accordance with Article 13.01(c).
- (b) Second short shift - Data Services Administration, and Litigation.
  - (i) Work day - six (6) hours and forty-five (45) minutes (6.75 hours) per day starting no earlier than 4:00 p.m. and ending not later than 11:00 p.m., including a thirty (30) minute paid lunch period at or near the mid-point of the shift (no paid rest periods as per Article 12.09).
  - (ii) Work week - five (5) days, Monday to Friday.
  - (iii) Employees on the second short shift will be paid the same bi-weekly rate as the day shift with the shift premium paid in the form of reduced hours.
- (c) Second Shift - Microimaging, Autoplan Document Processing, Print & Mail Services, Data Services Administration, and Facilities.
  - (i) Work day - seven and one-half (7.5) hours per day starting no earlier than 1:00 p.m. and ending not later than 11:30 p.m., depending on departmental requirements, including a thirty (30) minute paid lunch period at or near the mid-point of the shift (no paid rest periods as per Article 12.09).

- (ii) Work week - five (5) days, Monday to Friday.
- (iii) The employees will receive the same bi-weekly rate as the day shift, and in addition they will receive a shift premium in accordance with Article 13.01(b).

(d) Third Shift – Print & Mail Services

- (i) Work day - seven and one-half (7.5) hours per day starting no earlier than 12:00 midnight and ending not later than 8:00 a.m., with a thirty (30) minute unpaid lunch period at or near the mid-point of the shift.
- (ii) Work week - five (5) days, Monday to Friday.
- (iii) The employees will receive the same bi-weekly rate as the day shift, and in addition they will receive a shift premium in accordance with Article 13.01(b).

## 12.04 Variable Business Week

Unless otherwise provided for in this Agreement, the hours of work for full-time employees in the following departments will be as follows:

(a) Claims Contact Centre

Hours of Operation: Twenty-four (24) hours per day, Sunday to Saturday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

Work Day: Seven and one-half (7.5) hours, to be scheduled within the hours of operation.

Employees may vary their work week above, subject to agreement between the employee and their manager (i.e. employees will not be required to vary their work week).

(i) Weekend Work Scheduling

Part-time regular employees will be scheduled for weekend operations (to a maximum of 50% of available part-time staff) prior to scheduling any full-time regular employees for weekend work except as mutually agreed to by any full-time regular employees.

Full-time regular supervisory employees may be scheduled to work weekends on a rotational basis, or as otherwise mutually agreed amongst affected staff.

(ii) Part-time Regular Employees

Part-time regular employees may be scheduled to work up to one hundred and twenty-six (126) hours per calendar month. In addition to scheduled base hours, extra hours may be offered on a voluntary sign-up basis in accordance with 6.03(b).

Extra hours which come available between Sunday and Saturday, and which can be scheduled to provide at least one (1) day of notice, shall be offered to part-time regular employees on a rotational basis by seniority. Other extra hours which come available during the work day between Sunday and Saturday will be offered to part-time regular employees in attendance at work on a seniority basis prior to offering such work to employees not in attendance.

Overtime rates will apply to all time worked in excess of seven and one-half (7.5) hours per day or in excess of the scheduled hours per day if the scheduled hours exceed seven and one-half (7.5) hours. Overtime rates will also apply to all time worked in excess of thirty-seven and one-half (37.5) hours per calendar week (i.e. Sunday to Saturday, inclusive).

Part-time regular employees who are required to work additional, previously unscheduled hours - i.e. beyond those designated as base hours and voluntary additional hours - will be compensated for time worked at overtime rates. This specifically relates to situations where employees are called in to work at a time that they would otherwise be scheduled off.

(b) Lower Mainland Salvage Operations (Queensborough)

Hours of Operation: 7:30 a.m. to 6:00 p.m., Sunday to Saturday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

Work Day: Seven and one-half (7.5) hours, to be scheduled within the hours of operation.

(c) Driver Licencing Contact Centre, Licencing Unit, Violation Ticket Unit, and Adjudication Unit, Insurance Sales and Broker Governance, Insurance Customer Service and Broker Enquiry Unit [See also LOU 27 for BEU regarding four-day work week]

Hours of Operation: 7:15 a.m. to 9:00 p.m., Monday to Friday  
8:00 a.m. to 6:00 p.m., Saturday.

Work Week: Five (5) consecutive days per week, Monday to Saturday.

Work Day: Seven and one-half (7.5) hours, to be scheduled within the hours of operation.

Any shift starting after 12:01 p.m. will receive a shift premium in accordance with Article 13.01(b).

(d) Facilities (Service Desk)

Hours of Operation: 6:30 a.m. to 7:00 p.m., Monday to Saturday.

Work Week: Five (5) consecutive days per week, Monday to Saturday.

Work Day: Seven and one-half (7.5) hours, to be scheduled within the hours of operation.

(e) Facilities (Building Operations Coordinators)

Hours of Operation: 6:30 a.m. to 6:00 p.m., Sunday to Saturday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

Work Day: Seven and one-half (7.5) hours, to be scheduled within the hours of operation.

(f) Ongoing Services, Telecommunications Customer Services and Peripheral Operations, Application Systems Development, Operations and Technical Support (Victoria), and Systems Planning and Change Management (Victoria)

Hours of Operation: 6:30 a.m. - 9:00 p.m., Monday to Friday.  
6:30 a.m. - 7:00 p.m., Saturday and Sunday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

Work Day: Seven and one-half (7.5) hours per day.

Any shift starting after 12:01 p.m. will receive a shift premium in accordance with Article 13.01(b).

(g) Driver Service Centres

Hours of Operation: 7:30 a.m. to 6:00 p.m., Monday to Saturday.

Work Week: Five (5) consecutive days per week, Monday to Saturday.

Work Day: Seven and one-half (7.5) hours, to be scheduled within the hours of operation.

(h) Expressways

Work Week: Five (5) days, Monday to Saturday.

Work Day: Seven and one-half (7.5) hours per day, Monday to Saturday. The duration of the lunch period and the starting time for shifts will be in accordance with current practice and subject to change under Article 12.08. However, starting times for shifts and business hours will be aligned with the mall hours in which the expressway is located.

(i) Traffic Camera Ticket Administration

Hours of Operation: 7:00 a.m. - 9:00 p.m., Monday to Friday.  
7:00 a.m. - 6:00 p.m., Saturday and Sunday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

Work Day: Seven and one-half (7.5) hours to be scheduled within the hours of operation.

(j) Customer Claims Specialists at the Centralized Claims Injury Centre (CCIC)

Hours of Operation: 6:30 a.m. - 9:00 p.m., Monday to Saturday.

Work Week: Five (5) consecutive days per week, Monday to Saturday.

Work Day: Seven (7) hours and fifty (50) minutes per day, Monday to Saturday broken by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day. Work may be scheduled to provide coverage from 6:30 a.m. to 9:00 p.m.

Work Period: Nine (9) days every two (2) weeks. All employees will work four (4) days one (1) week, and five (5) days the opposite week. With respect to the weeks where employees would work four (4) days, they will have either Monday or Friday off.

All employees will work Tuesday to Thursday each week. The Corporation will determine the number of employees that will have either Monday or Friday off.

In the case of a statutory holiday falling on a Friday when an employee is scheduled off, the employee will be scheduled off on the preceding day. In the case of a statutory holiday falling on a Monday when an employee is scheduled off, the employee will be scheduled off on the following day.

Notwithstanding the above an employee may volunteer to have Tuesday, Wednesday, or Thursday as their scheduled day off. The employee will make this intention known to the manager prior to the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.

Employees will bid in order of seniority on their preferred rotating day off (Monday or Friday) prior to vacation sign up in each year. Any employee who voluntarily chooses Tuesday, Wednesday or Thursday will advise their manager prior to the commencement of the vacation bid for their department.

All employees will be advised of their day off prior to the vacation bid process commencing.

Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies to those employees moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.

**Shift Premium:** The Corporation will pay a 12% premium for all hours worked after 4:00 p.m. to all regular Injury Adjuster employees working at the CCIC working any full shift that starts prior to 12:01 p.m. and extends beyond 6:00 p.m.

Any shift starting after 12:01 p.m. will receive a 12% shift premium in accordance with Article 13.

(k) Account Services

Hours of Operation: 8:00 am to 6:00 pm. Monday to Friday  
8:00 am to 6:00 pm., Saturday

Work Week: Five (5) Consecutive days per week, Monday to Saturday

Work Day: Seven and one-half (7.5) hours to be scheduled within the hours of operation.

## 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.

Will be as follows:

- (i) Work Week - position incumbents will work thirty-seven and one-half (37.5) hours per week Monday through Friday on a flexible time basis.
- (ii) Premium - position incumbents will be paid a 5% premium on gross salary in recognition of the requirement for flexible hours as described in (i).
- (iii) Overtime will be paid on hours worked in excess of thirty-seven and one-half (37.5) hours per week at the rate of:
  - 1.5 x for the first hour
  - 2 x for the subsequent hours, and for any hours worked on a scheduled day off.
- (iv) Sick leave entitlement will be paid on the basis of a thirty-seven and one-half (37.5) hour work week.

(b) Flex Time (Sunday to Saturday)

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

Coordinator, Programs & Events;  
Road Safety & Community Coordinator;  
Claims Examiner – Commercial;  
Driving School Inspector;  
Broker Account Representative;  
Advanced Support & Recovery Specialist.

Will be as follows:

- (i) Work Period - position incumbents will work seventy-five (75) hours per bi-weekly period on a flexible time basis, and will be scheduled off work for at least four (4) calendar days in that period. No employee will be required to work two (2) consecutive weekends under these flex time arrangements.
- (ii) Premium - position incumbents will be paid a 5% premium on gross salary in recognition of the requirement for flexible hours as described in (i).
- (iii) Overtime will be paid on hours worked in excess of seventy-five (75) hours per bi-weekly period at the rate of:
  - 1.5 x for the first hour
  - 2 x for the subsequent hours, and for any hours worked on a scheduled day off

- (iv) Sick leave entitlement will be paid on the basis of a thirty-seven and one-half (37.5) hour work week.

## **12.06 Variable Hours**

The hours of work for all full-time employees not specifically referenced in Articles 12.01 to 12.05 inclusive will be as follows:

- (a) Work day - seven and one-half (7.5) hours per day.
- (b) Work week - five (5) days, Monday to Friday, inclusive.
- (c) Business hours - will fall within 8:00 a.m. to 5:00 p.m. These are the hours that departments may operate and sufficient coverage must be provided throughout these hours, as required.
- (d) Core hours - 10:00 a.m. to 3:00 p.m. This is the period of time during each day when every employee must be at work (excluding the lunch period).
- (e) Start/finish times and lunch period

Employees may select to start not earlier than 7:00 a.m. and finish not later than 6:00 p.m. Selections will be subject to adequate coverage being provided in all areas during business hours and to other operating requirements.

Employees will pre-select their start/finish times and duration of the lunch period, as per Article 12.09(c), for management approval for a two (2) week interval with pre-selection to occur not later than Wednesday of the week immediately preceding the two (2) week interval. Such approval will not be unreasonably denied.

In the event two (2) or more employees pre-select the same start/finish and/or lunch times, and all employee selections cannot be accommodated due to operational requirements, selections will be approved on a seniority basis.

## **12.07 Scheduled Time Off Provisions**

Full-time regular employees in positions covered under the hours of work provisions outlined in Articles 12.01(b), 12.03, 12.04, (excluding 12.04(j)), 12.05 and 12.06 will be entitled to the time off provisions as set out herein.

- (a) Employees will earn an entitlement of one (1) day off for time worked in each of the following periods:

- January 1 to January 23
- January 24 to February 15
- February 16 to March 10
- March 11 to April 2
- April 3 to April 26
- April 27 to May 20
- May 21 to June 11
- June 12 to July 4
- July 5 to July 27
- July 28 to August 20
- August 21 to September 11
- September 12 to October 3
- October 4 to October 25

October 26 to November 15  
November 16 to December 8  
December 9 to December 31

- (b) Employees will request scheduled time off under this Article at least seven (7) working days in advance, and the scheduling of such time off will be subject to management approval.
- (c) Scheduled time off will normally be taken in not less than full day increments. At the employee's option however, it may be taken in half-day increments.
- (d) Scheduled time off will not take precedence over another employee's vacation leave.
- (e) Scheduled time off will be taken in the period in which it is earned except that employees shall be allowed to accrue up to ten (10) days which can be taken in a continuous period.
- (f) Employees who take scheduled time off within any of the above shown periods and who fail to work the full period, will repay the Corporation the pro-rata portion of unearned entitlement for that period at the appropriate hourly rate.
- (g) Employees who start work in positions which carry an entitlement to scheduled days off in accordance with this Article during one (1) of the above shown periods, or whose time worked in such a position is only a portion of any of the above periods, will earn the appropriate pro-rata portion of the day off to be paid at the appropriate hourly rate.
- (h) Time worked will exclude maternity leave, long term disability, and any other leave without pay of more than ten (10) working days.
- (i) Part-time regular employees and all temporary employees will work the hours as described in this Article except that such employees will be paid at the appropriate hourly rate for all time worked in lieu of scheduled time off.

## **12.08 Starting Times**

- (a) The starting times as set out in this Article may be varied up to one (1) hour 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.
- (b) The daily and weekly hours of work as set out in this Article may be varied during the life of the Agreement by mutual agreement of the parties.

## **12.09 Rest Periods and Lunch Periods**

- (a) Computer Centre - all employees shall have three (3) fifteen (15) minute paid rest periods per shift.
- (b) Claims Centres and all other operations (Head Office, Branch Offices, Resident Locations) - all employees except those covered by

Article 12.03(b) and (c) shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first and second half of a shift.

- (c) Lunch Periods - except as otherwise provided in this Agreement, employees may select lunch periods from thirty (30) minutes to ninety (90) minutes at or near the mid-point of the shift, subject to adequate coverage being provided in all areas during business hours or hours of operation and to other operating requirements.

## **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.
- (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.

## **12.11 Weekend Provisions**

### **(a) Weekend Scheduling**

Work schedules will be prepared and posted for sign-up by all employees on a seniority basis. In cases where an employee has significant personal circumstances which cause them to be unable to work weekends, every reasonable effort will be made to accommodate the affected employee. Such accommodation will be within the constraints of meeting the Corporation's business needs without incurring additional costs. Failing resolution, the shift will be filled in the order of reverse seniority.

### **(b) Weekend Premium**

Compensation for employees covered by Articles 12.01(c) and 12.04 for time actually worked on a scheduled weekend will be at one and one-half (1.5) times the employee's base rate. Sick leave, where applicable, will be based on straight time rates. Employees scheduled to work the afternoon shift or night shift who are receiving the applicable shift premium as described in Article 13.01 will not be entitled to the weekend premium.

# ARTICLE 13

## SHIFT WORK AND PREMIUMS

### 13.01 Definition (Excluding Data Processing)

(a) Normal Day Shift:

Any shift starting between 6:00 a.m. and 12:00 p.m. and running for seven (7) hours or more shall be considered to be the day shift.

(b) Afternoon Shift:

Any shift starting between the hours of 12:01 p.m. and 6:00 p.m. shall be considered to be the afternoon shift and will enjoy a 12% premium of gross salary.

(c) Night Shift:

Any shift starting between the hours of 6:01 p.m. and 5:59 a.m. shall be considered to be the night shift and will enjoy a 12% premium of gross salary.

Notwithstanding the above, the parties agree that part-time regular employees who work less than a full daily shift and who start and finish within the normal hours of work for day shift employees will not be entitled to a shift premium regardless of start time.

### 13.02 Definition of Data Centre Shift

It is understood that Data Centre employees as described in Article 12.02 will work three (3) eleven (11) hour forty (40) minute shifts per week, with the days worked during the week changing every eight (8) weeks, and the shift rotating between day and night shift each week. Employees on these shifts will enjoy an 8.5% premium on their gross salary.

### 13.03 Mutual Exchange of Working Hours

Subject to approval by the Manager, employees within the same job classification may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee they replace but shall continue to receive their own regular rate of pay. If premium payment is involved, the premium will be paid to the employee working the work period to which the premium rate applies.

### 13.04 Temporary Changes of Shift

Shift employees may be required to temporarily change their shift to cover the absence of other employees or to meet temporary work requirements. However, such changes will be administered in an equitable manner amongst the employees affected. The Corporation will provide notice of not less than twenty-four (24) hours from the end of the employee's last shift to the start of the new shift. If notice of less than twenty-four (24) hours is received, the employee affected will be paid for the first shift at overtime rates.

### **13.05 List of Shift Jobs**

The jobs in this category are listed below and shall be subject to change upon mutual agreement between the parties.

Continuous Shift – Three-day work week at eleven (11) hours forty (40) minutes per Shift:

Operator III;

Operator IV.

Second Short Shift:

Mail/Delivery Clerk

Second Shift:

Broker Enquiry Unit Representative;

Supervisor, Print & Mail Services;

Coordinator Mail Services Distribution;

Mail Clerk;

Imaging Services Clerk;

Claims Document Support Assistant;

Operator II Print and Mail Services;

Supervisor, Broker Enquiry Unit;

Supervisor, Telephone Claims;

Customer Service Adjuster;

Claims Contact Representative.

Third Shift:

Supervisor, Print & Mail Services;

Coordinator Mail Services Distribution;

Mail Clerk;

Claims Document Support Assistant;

Operator II Print and Mail Services;

Supervisor, Telephone Claims;

Customer Service Adjuster;

Claims Contact Representative.

### **13.06 Hours of Work for Shift Jobs Varied by Mutual Agreement**

The hours of work for any existing shift job will not be varied unless by mutual agreement between the parties to the Agreement.

### **13.07 Introduction of Shift Jobs by Mutual Agreement**

Unless as otherwise mutually agreed by the parties to the Agreement, the Corporation will not introduce shift jobs other than as stated in Article 13.05.

### **13.08 Work Year, Holidays and Vacation - Data Centre**

For the purpose of this Section, Data Centre employees who work continuous operation in accordance with Article 12.02 shall be governed by the following rules:

- (a) They shall be scheduled to work one hundred and fifty (150) shifts [totalling one thousand seven hundred and fifty (1750) hours as described in Article 12.02] in each calendar year, less vacation entitlement.
- (b) They shall work statutory holidays which are scheduled work days at the premium rate of one and one-half (1.5) times the normal rate of pay, except that no data centre employee shall be scheduled to work both Christmas Day and New Year's Day. Christmas Day shall be the period between 7:00 p.m., December 24 to 7:00 p.m., December 25; New Year's Day shall be the period between 7:00 p.m., December 31 to 7:00 p.m., January 1.
- (c) If at the end of the calendar year a shift worker has not worked or has exceeded the prescribed hours [one thousand seven hundred and fifty (1750) hours], the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.
- (d) When a statutory holiday falls within the vacation period of a shift employee, it shall not entitle that employee to an additional day off, as the statutory holidays are not included in the scheduled one thousand seven hundred and fifty (1750) hours.

# ARTICLE 14

## OVERTIME, CALL-OUTS, STANDBY AND MEAL ALLOWANCES

### 14.01 Equitable Distribution of Overtime

Overtime will be offered in an equitable manner amongst the employees in a department who are able to perform the work. Such overtime will first be offered to employees on a voluntary basis in the order of seniority. If there are no volunteers, overtime will be assigned based on reverse seniority.

### 14.02 Notification of Overtime

Except in emergency situations, employees will be notified of any overtime requests not later than the end of the work day preceding the day on which the overtime is to be worked.

### 14.03 Overtime Rate Calculation

Overtime rates will be calculated using hourly rates established in Article 11. Shift or standby premiums will not form part of the hourly rate calculations for overtime purposes. Overtime will be calculated to the next highest fifteen (15) minutes, however, the minimum overtime pay for any overtime worked shall be one-half (0.5) hour.

### 14.04 Overtime Rates

All time worked in excess of the regular daily or weekly hours of work as established in Articles 12 and 13 shall be paid at overtime rates as follows:

- (a) Time worked prior to or following a regular shift or work day will be paid at one and one-half (1.5) times the employee's hourly rate for the first hour of overtime and at two (2) times the employee's hourly rate thereafter. Overtime worked in excess of five (5) overtime hours per calendar week (i.e. Sunday to Saturday inclusive) will be paid at two (2) times the employee's hourly rate.
- (b) Time worked on a scheduled day off will be paid at two (2) times the employee's hourly rate. An employee who works two (2) hours or less on a scheduled day off will receive a minimum payment equivalent to two (2) hours at overtime rates. Payments under this Article will not include time spent by an employee in travelling to and from their normal work location.
- (c) Time worked on holidays as set out in Article 16 and during an employee's annual vacation will be paid at two (2) times the appropriate hourly rate plus regular salary for all time worked.

### 14.05 Overtime Call Out

An employee who is called out for work after their regular day or on a scheduled day off shall be paid for a minimum of three (3) hours and for time spent travelling to and from their home at the appropriate overtime rates. If the call-out period extends into an employee's regularly scheduled shift, the time spent returning to their home will not be paid as time worked.

## **14.06 Shift Workers Working on Paid Holidays**

Shift workers scheduled to work on paid holidays as part of their regular work week will be governed by Article 13.08 with respect to premium payment for work on such days.

## **14.07 Minimum Rest Period, Call-Outs**

- (a) An employee who has worked overtime shall return to work on their next regular shift following the overtime provided they receive eight (8) hours rest and provided also that they can do so by 1:00 p.m. (if a day worker). An employee who reports for work as required above, or whose eight (8) hours rest period extends beyond 1:00 p.m., and therefore does not report, shall qualify for full pay for their regular shift.
- (b) An employee who is called out and reports for work after overtime and before the expiration of their eight (8) hours rest, shall receive double time (2 x) payment for those hours which coincide with the working hours of their normal shift plus their regular salary for the day.
- (c) Notwithstanding the above, an employee who is called out prior to the start of their next regular shift shall be governed by the following:
  - (i) if the call out originates more than four (4) hours prior to the next regular shift the employee will receive not less than the minimum call-out payment as per 14.05 and will return home following completion of the call-out period. The employee will then return to work their regular shift (or portion thereof) after eight (8) hours rest provided they can do so by 1:00 p.m. (if a day worker). The employee will be paid for their regular shift regardless of the actual time worked;
  - (ii) if the call out originates four (4) hours or less prior to the start of the employee's next regular shift, the employee will receive a call-out premium equal to two (2) hours pay at straight time rates, and in addition will be paid at overtime rates from the time of call out to the start of their regular shift. The employee will remain to work their full regular shift at straight time rates, except that by agreement with the manager, an employee may return home after completing the equivalent number of hours worked on a regular shift from the start of the call-out. In such instances, any hours worked which coincide with the employee's regular shift will be paid at straight time rates, and any hours of their regular shift which are not worked will not be paid.
- (d) For employees working other than the day shift the times quoted in (a) and (b) above will be interpreted relative to the hours of the shift worked.

## **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 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 thirty-seven and one-half (37.5) hours.

Overtime leave will be subject to essential departmental requirements and it will not be unreasonably denied. It must be taken prior to any leave of absence without pay unless otherwise agreed by the parties. It will not take precedence over another employee's vacation leave. It will be taken in the calendar year in which it is banked except that up to fifteen (15) hours of overtime banked after October 1st in any calendar year can be taken in the first quarter of the following calendar year if it is not possible to take it in the calendar year in which it is banked.

Overtime which remains in the overtime leave bank at the last date when it can be taken will be paid out at the prevailing hourly rate within thirty (30) days thereafter or within such longer period as the parties may agree, with agreement not to be unreasonably denied.

- (b) Overtime leave shall be the equivalent in hours to the overtime payment entitlement, e.g. one (1) hour of overtime worked prior to or following a regular shift or work-day at time and one-half rate equals one and one-half (1.5) hours paid leave.

#### **14.10 Standby and Telephone Consultation**

- (a) **Standby Duty**

An employee scheduled on standby (i.e. an employee who is required to be available for work), whether or not they carry a pocket pager, will be paid two (2) hours at straight time for the twenty-four (24) hour period commencing daily at 8:00 a.m., Monday to Thursday, inclusive, three (3) hours at straight time for the twenty-four (24) hour period commencing 8:00

a.m., Friday and four (4) hours at straight time for the twenty-four (24) hour period commencing at 8:00 a.m. on a Saturday, Sunday or Statutory Holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours notice of standby duty, they will be under no compulsion to accept such duty.

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

Pay for standby duty will not be considered as overtime for the purpose of Article 14.09, Banking Overtime.

**(b) Telephone Consultation**

Where an employee is consulted by a supervisor by telephone outside of their normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) pay per telephone consultation equivalent to one-half (0.5) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 11:00 p.m.; and one (1) hour's pay at double time for calls between 11:00 p.m. and 7:00 a.m., except as indicated in (ii) below;
- (ii) if a second or successive telephone consultation takes place within one-half (0.5) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above;
- (iii) the telephone consultation premium will be paid whether or not an employee is on standby duty;
- (iv) where a telephone consultation results in a call-out as provided for in Article 14.05, overtime will commence at the outset of consultation and the first hour of the call-out will be paid at the prevailing overtime rate, or the rate provided in item (i) above, whichever is greater.

**14.11 Taxi Allowance**

In situations where an employee whose shift normally finishes not later than 11:00 p.m. is required to work overtime beyond midnight, the Corporation will reimburse the employee for actual taxi expenses incurred in returning home. In all cases the employee will be required to verify such expenses by way of a receipt.

# **ARTICLE 15**

## **ANNUAL VACATIONS**

### **15.01 Vacation**

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

- (a) An employee may take vacation leave throughout the vacation year equal to the vacation entitlements available to the employee under Article 15.03. The vacation year is defined as the fifty-two (52) week period from January 1<sup>st</sup> to December 31<sup>st</sup>.
- (b) Employees will indicate when they wish to schedule their vacation and whether they wish to carry over any of their vacation entitlement into the next vacation year in accordance with Article 15.10 and Article 15.12 of the Agreement by November 20<sup>th</sup>.
- (c) Employees who fail to indicate their vacation preference by November 20<sup>th</sup> will forfeit their vacation leave preferential selection rights. Any vacation leave sought after November 20<sup>th</sup> will be in accordance with Article 15.12(h) to Article 15.12(j).
- (d) A vacation schedule will be prepared and posted for the upcoming vacation year as soon as possible after the November 20<sup>th</sup> submission date and no later than December 10<sup>th</sup>.
- (e) Vacation credits will accrue to the employee during the period between July 1<sup>st</sup> of the previous calendar year and June 30<sup>th</sup> of the current calendar year. Any fraction of a day's credit will be treated as a whole day.

### **15.02 Minimum 3 Month Service**

An employee may not take any vacation leave until they have completed three (3) months service.

### **15.03 Vacation Entitlement**

Vacation entitlements for all regular employees shall be as follows:

- (a) In the calendar year in which the employee's first (1st) to seventh (7th) anniversary of service occurs:
  - (i) fifteen (15) days in each calendar year for employees who work a five-day work week;
  - (ii) fourteen (14) days in each calendar year for employees who work a nine-day fortnight;
  - (iii) nine (9) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.

- (b) In the calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary of service occurs:
  - (i) twenty (20) days in each calendar year for employees who work a five-day work week;
  - (ii) eighteen (18) days in each calendar year for employees who work a nine-day fortnight;
  - (iii) twelve (12) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
  
- (c) In the calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary of service occurs:
  - (i) twenty-five (25) days in each calendar year for employees who work a five-day work week;
  - (ii) twenty-three (23) days in each calendar year for employees who work a nine-day fortnight;
  - (iii) fifteen (15) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
  
- (d) In the calendar year in which the employee's twenty-fifth (25th) to twenty-ninth (29) anniversary of service occurs:
  - (i) thirty (30) days in each calendar year for employees who work a five-day work week;
  - (ii) twenty-seven (27) days in each calendar year for employees who work a nine-day fortnight;
  - (iii) eighteen (18) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
  
- (e) In the calendar year in which the employee's thirtieth (30th) anniversary of service occurs, and in each calendar year thereafter:
  - (i) thirty-five (35) days in each calendar year for employees who work a five-day work week;
  - (ii) thirty-two (32) days in each calendar year for employees who work a nine-day fortnight;
  - (iii) twenty-one (21) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.

#### **15.04 Minimum and Continuous Periods**

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.

## **15.05 Pay Out Upon Termination**

- (a) Upon termination, regular employees will be paid out for any unused portion of vacation entitlements on the basis of days earned in accordance with Article 15.03. Employees who terminate between July 1st and December 31st will be paid out on the basis of days accrued in accordance with their entitlement for the current calendar year. Any fraction of a day's credit will be treated as a whole day.
- (b) Employees who have taken vacation and were paid their full vacation credits and terminate before reaching their anniversary date for which they were allowed vacation credits, will have deducted from their final pay the difference from vacation monies received and their entitlement in accordance with this Article.

## **15.06 Pay for Full Time Temporary Employees**

A full-time temporary employee will be paid 11.2% of their gross earnings with each pay period in lieu of annual vacation and general holiday leave.

## **15.07 Pay In Advance**

An employee can draw vacation pay in advance of their vacation leave by submitting a written request for receipt not less than three (3) weeks in advance of the vacation period to the Time Accounting Coordinator.

## **15.08 Paid Holidays Falling Within the Vacation Period**

Employees will receive an extra day's vacation with pay for any of the paid holidays listed in Article 16, which fall within the paid vacation period.

## **15.09 Disruption of Vacation Due to Illness and Bereavement**

- (a) An employee whose vacation leave is seriously disrupted by an illness or injury incurred after their vacation has begun may be entitled to reschedule or extend their vacation for the period of disability (but not to exceed the amount of scheduled vacation) providing that the nature and period of the disability is substantiated by a doctor's certificate and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed with the employee's manager. Employees are advised to notify the manager immediately, where possible, of the illness or injury causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave.
- (b) An employee who becomes entitled to bereavement leave pursuant to Article 19.01 immediately prior to their scheduled vacation (such as to overlap with their vacation) may reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be subject to essential departmental requirements.

## **15.10 Vacation Carry Over**

- (a) Except as noted in (b) below, an employee may carry over up to 50% of their current year (base) vacation entitlement from one calendar year to the next. Such carry over may not be accumulated or accrued from year to year. For example, an employee's total vacation entitlement in a given year cannot exceed the sum of their current year (base) entitlement plus 50% of

their previous year's base entitlement. At the end of a calendar year, any unused vacation credits which exceed 50% of an employee's current year base entitlement will be paid out to the employee.

- (b) An employee may contribute the cash equivalent of any unused vacation entitlement to their deferred salary plan in December of each year. The amount contributed may not result in deferred income plan contributions in excess of the maximum annual amount allowable under the plan.

### **15.11 Vacation Pay while Relieving on Higher Grouped Job**

- (a) An employee relieving on a higher grouped job at the time they goes on vacation will be paid at the higher rate during their vacation provided the vacation is both preceded and followed by working time on the higher job and provided also that there is a minimum of twenty (20) working days at the higher level.
- (b) If an employee is required to postpone their annual vacation in order to relieve on a higher level job for an uninterrupted period of not less than twenty (20) working days, they shall nevertheless qualify for vacation pay at the higher rate as set out in (a) above.

### **15.12 Vacation Scheduling**

- (a) Scheduling of vacations shall be subject to departmental requirements.
- (b) Employees will indicate their preference for vacation periods on the basis of seniority within the department and the employee's preferences will not be unreasonably denied.
- (c) Vacation selection bid forms will be issued no later than October 20<sup>th</sup> of each year for the vacation period of January 1<sup>st</sup> to December 31<sup>st</sup>.
- (d) Vacation selection preferences will be submitted no later than November 20<sup>th</sup>.
- (e) It is the intent of this Article that seniority preferences be exercised amongst employees who are performing work on the same job level or pay grade, or within a work unit of a department, whenever possible.
- (f) Employees who transfer to a department after vacation periods are scheduled will be placed at the bottom of the seniority list and will not exercise their seniority rights until the scheduling of the following vacation year, except where vacation periods become available as provided in Article 15.12(h).
- (g) Where employees chose to break their vacation into two (2) or more periods, no employee's second choice, etc., will take preference over a junior employee's first choice, etc.
- (h) Vacation periods that become available after the closing of the vacation scheduling sign-up date under Article 15.12(d), will be posted in the department.
- (i) Vacation selection preferences under paragraph 15.12(h) shall be granted on the basis of departmental requirements and seniority.

- (j) Unless otherwise agreed to by the manager, vacation selections under Article 15.12(h) and Article 15.12(i) will require the selection to be made two (2) weeks in advance of the vacation period being requested.
- (k) Where an employee's proposed vacation falls into the first week of the New Year, the intent is to treat that first week as part of the previous Vacation Year for scheduling purposes only.

### **15.13 Accrual of Vacation Credits while on Leave**

- (a) Employees who are on sick leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or a combination of the above, will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months providing the employee returns to work.
- (b) Employees who are on approved maternity leave or parental leave will accrue vacation credits throughout the period of approved leave providing the employee returns to work.
- (c) Employees on authorized absences other than those covered by paragraphs (a) or (b) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.

# ARTICLE 16

## PAID HOLIDAYS

### 16.01 Paid Holidays

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

|  |                  |
|--|------------------|
| New Year's Day                                   | Labour Day       |
| Good Friday                                      | Thanksgiving Day |
| Easter Monday                                    | Remembrance Day  |
| Victoria Day                                     | Christmas Day    |
| Canada Day                                       | Boxing Day       |
| B.C. Day   | Family Day       |
| <u>National Day for Truth and Reconciliation</u> |                  |

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

### 16.02 Date of Observance

- (a) Should the provincial or Federal Government(s) proclaim a day in lieu of any of the holidays listed in 16.01(a), the day proclaimed shall become the holiday for the purpose of interpreting this Article.
- (b) When a paid holiday falls on a Saturday and/or a Sunday, and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on a working day immediately preceding or immediately following the paid holiday, to be chosen by the Corporation.

### 16.03 Holiday Pay

An employee will receive normal straight time earnings for any holiday described in this Article provided that on the working day immediately before and on the working day immediately following the holiday they were at work, on annual vacation, or on approved leave of absence not exceeding ten (10) working days.

An employee who is on sick leave either the day immediately before or the day immediately following the holiday, will receive normal straight time earnings for the holiday. Employees who are on sick leave the day immediately before and the day immediately following the holiday will be paid for the holiday under the terms of the short term disability plan.

### 16.04 Holiday Falling on Employee's Vacation

Any holiday described in 16.01 and 16.02 which falls in an employee's vacation period shall be recognized and an additional day off without loss of pay will be granted.

### 16.05 Notice for Work on Paid Holiday

Except as may be otherwise provided by this Agreement, employees required to work on a paid holiday or a day designated in lieu thereof shall be notified by the Corporation of such requirement not later than fourteen (14) calendar days in advance.

## **16.06 Holiday Pay for Full Time Temporary Employees**

A full-time temporary employee will be paid 11.2% of their gross earnings with each pay period in lieu of annual vacation and general holiday leave.

## **16.07 Holiday Pay during Acting Appointment**

An employee relieving on a higher grouped job and receiving acting pay at the time of a holiday as described in this Article will be paid at the higher rate for the holiday provided the holiday is both preceded and followed by working time on the higher job.

# ARTICLE 17

## PAID SICK LEAVE

### 17.01 Eligibility

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 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 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:

| <b>Employee Status</b>          | <b>Period of Entitlement</b>   |
|---------------------------------|--|
| 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.

### **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) In cases of infrequent but lengthy absences (i.e. in excess of three (3) consecutive days) 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.
- (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.
- (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.
- (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.
- (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.

# ARTICLE 18

## WELFARE BENEFIT PLANS

### 18.01 Medical, Extended Health Benefits & Dental Plans

#### (a) Medical and Extended Health Benefits

Full-time regular and part-time regular employees who satisfy the eligibility conditions of the Medical Services Plan of British Columbia will receive coverage under this plan unless they are covered by a spouse elsewhere and elect to maintain that other coverage.

Full-time regular and part-time regular employees who satisfy the eligibility conditions will receive extended health benefits equivalent to the current coverages as set out in the supplement to this Collective Agreement, including eyeglass coverage of \$500.00 every two (2) calendar years, and hearing aid coverage of \$1000.00 every five (5) calendar years per adult and every two ( 2) calendar years per dependent child, unless they are covered by a spouse elsewhere and elect to maintain that other coverage.

The premium for these plans will be borne by the Corporation in full for full-time regular employees, and on a pro-rata basis for part-time regular employees.

Article 18.01 (a) and the benefits supplement in the Collective Agreement will be amended to include the following effective January 1, 2024:

- (i) Eyewear or laser eye surgery - up to a maximum reimbursed under the plan of five hundred dollars (\$500.00) per member or dependent in any two (2) consecutive calendar years for charges incurred relative to purchase of corrective lenses and frames, contact lenses and laser eye surgery. In addition, coverage will be provided for one eye exam\* per member or dependent, performed by a certified practitioner in any 24 month period, as set out in the supplement to this Collective Agreement.
- (ii) Paramedical Services: Qualified Paramedical Practitioners includes: Physiotherapist, Massage Practitioners, Speech Therapist, Acupuncturist, Chiropractor, Naturopath, Podiatrist, Chiropodist, Osteopath, Athletic Therapist – 80% of the cost of combined services\* to a combined maximum of \$1,500.00 per member or dependent any calendar year, as set out in the supplement to this Collective Agreement.

\* based on reasonable and customary charges for these services in B.C.

**(b) Dental Plan**

All full-time regular and part-time regular employees who satisfy the eligibility conditions of the Plan shall be covered under a Dental Plan provided by the Corporation which will provide benefits of Plan a (100%), Plan b (65% co-insurance effective October 1, 2000 and 70% co-insurance effective October 1, 2001), and Plan c (50% co-insurance, to a lifetime maximum of \$4,000.00 effective October 1, 2000 and \$5,000.00 effective October 1, 2001). Enrolment in this Dental Plan shall be a condition of employment for all full-time regular and part-time regular employees after completion of the prescribed waiting period, except that employees covered by other Dental Plans will not be covered under this Plan if they elect to maintain coverage under those other Dental Plans.

The premiums for these plans will be borne by the Corporation in full for full-time regular employees, and on a pro-rata basis for part-time regular employees.

**18.02 Insurance Benefits**

**(a) Group Life Insurance**

The Corporation agrees that it will provide Group Life Insurance coverage for each full-time regular and part-time regular employee. Such insurance will provide coverage of two (2) times the employee's regular annual salary rounded to the next \$1,000.00, plus dependents coverage as set out below:

|                               |  |
|-------------------------------|--|
| Employee Coverage             | Two (2) times annual salary.                                     |
| Spouse's Coverage             | <u>Life insurance equal to \$10,000.00.</u>                      |
| Dependent Children's Coverage | <u>Life insurance equal to \$5,000</u> for each dependent child. |

The premiums for these plans will be borne by the Corporation in full for full-time regular employees, and on a pro-rata basis for part-time regular employees.

- (b) The Corporation will continue to provide a voluntary provision so that an employee will be able to purchase additional coverage as set out in the supplement to this Collective Agreement.
- (c) The Corporation will implement a voluntary Accidental Death and Dismemberment coverage which will allow employees the option to purchase benefits as set out in the supplement to this Collective Agreement.

**18.03 Coverage while on Leave Without Pay**

- (a) Employees who are on leave of absence without pay (excluding maternity leave) in excess of one (1) calendar month are required to reimburse the Corporation for the total premium cost of all welfare plans on a month-to-month basis in advance. Employees who fail to reimburse the Corporation pursuant to this provision may have their coverage terminated by the Corporation.
- (b) Employees who commence maternity leave will have their coverage continued for medical, dental, extended health, and basic group life benefits at no cost to the employees. Such employees will be required to reimburse the Corporation for premium costs associated with voluntary group life and

accidental death and dismemberment (if enrolled in these plans), and long term disability. In addition, employees may continue to make regular pension plan contributions (if enrolled).

#### **18.04 Coverage while on Other Leaves**

Employees who are off work on leave of absence with pay, short term disability, long term disability, or Workers' Compensation, will continue to receive coverage under the welfare plans set out in Articles 18.01(a) and (b), and 18.02(a) at no cost to the employee.

#### **18.05 Coverage during Labour Dispute**

Employees who are absent because of a labour dispute, including a strike or lockout, will have their coverage under this Article continued but the employees are required to reimburse the Corporation for the full cost of premiums for the period.

Should such dispute last in excess of fourteen (14) calendar days, the parties affected will meet and agree on a procedure acceptable to the Corporation for reimbursing the Corporation for such premiums.

#### **18.06 No Coverage while on Layoff**

Employees on layoff will not be covered by the welfare benefits of this Agreement.

#### **18.07 Long Term Disability Plan**

- (a) All regular employees are required to participate in the Long Term Disability Plan upon the completion of the required qualifying period.
- (b) The terms and conditions of the Plan shall be determined by the Union, subject to a waiting period consistent with the short term disability plan.
- (c) The cost of the Plan will be paid 100% by the employees.
- (d) The Corporation will withhold the appropriate premiums through payroll deductions and remit same to the designated carrier in a manner prescribed by the carrier. Employees who are on a leave of absence without pay in excess of one (1) calendar month are required to pay the Corporation for the LTD premiums on a month to month basis in advance. Employees who fail to pay the Corporation in advance will be required to pay the Corporation for the LTD premium arrears upon the employee's return to work via payroll deduction and shall constitute an assignment of wages under the Employment Standards Act. Where appropriate the Corporation will determine an appropriate method of recovery with the employee. In cases where an employee leaves the Corporation for any reason, the recovery of any LTD arrears owing can be fully deducted from the final pay and/or any subsequent payments that may be owed by the Corporation to the employee after their employment ends (e.g. severance, payout of time banks, vacation, accrued bonuses, etc.).
- (e) The Corporation is not liable for remittances where the Corporation is unable to recover LTD premiums and/or arrears.

#### **18.08 Travel Accident Insurance**

Regular employees will be covered under a Travel Accident Insurance Plan as set out in the supplement to this Collective Agreement.

## **18.09 Joint Employee Assistance Program**

The parties to this Agreement agree to provide a Joint Employee Assistance Program during the life of the Agreement.

# ARTICLE 19

## LEAVE OF ABSENCE

### 19.01 Bereavement Leave

Leave of absence without loss of pay of up to five (5) days will be granted to regular employees (and temporary employees who have accumulated more than three (3) months service with the Corporation) - who are otherwise scheduled to be at work - in the event of the death of a spouse, child, parent, sibling, parent-in-law, grandparent, grandparent-in-law or any other person who was acting in loco parentis.

The Corporation may, at its discretion, grant further bereavement leave, contingent on the circumstances.

### 19.02 Special Leave

Any regular employee (or temporary employee who has accumulated more than three (3) months service with the Corporation) will be entitled to reasonable leave without loss of pay for legitimate and unavoidable personal reasons which will include but shall not be limited to:

- (a) serious household or domestic emergency;
- (b) parental - birth of employee's child (up to two (2) days per calendar year);
- (c) attend funeral as pallbearer or mourner;
- (d) attend their formal hearing to become a Canadian citizen;
- (e) full period of any quarantine;
- (f) moving household furniture and effects when it is not possible to move on a weekend or scheduled day off, except that such leave with pay will not be allowed more than once in any twelve (12) month period, however, an employee may be granted such leave of absence without pay in circumstances where the employee is not eligible for such leave with pay;
- (g) leave of absence for other legitimate personal reasons acceptable to the Corporation may be granted.

### 19.03 Court Leave

- (a) When a regular employee, other than employees on leave of absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Corporation in their official capacity, leave of absence with pay will be granted provided such court action is not occasioned by the employee's private affairs.
- (b) Where court action is occasioned by the employee's private affairs, leave of absence without pay will be granted.
- (c) Time spent at court by an employee in their official capacity shall be at the appropriate rate of pay.

## 19.04 Examination Leave

A regular employee who writes a final course or year-end examination during or immediately following a regularly scheduled work shift will be entitled to leave of up to four (4) working hours without loss of pay to either prepare for the examination or write the examination. An employee who completes the writing of an examination not less than three (3) hours prior to the end of their shift will be expected to return.

## 19.05 Maternity Leave

This Article replicates the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) A regular employee shall be eligible for up to seventeen (17) weeks' maternity leave to be taken in accordance with the Employment Standards Act.
- (b) A request for maternity leave should be submitted in writing at least four (4) weeks before the day the employee proposes to commence maternity leave. The Corporation may require that the request be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child.
- (c) Maternity leave shall commence no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date.
- (d) If an employee is scheduled to return to work immediately following the end of their maternity leave, but is unable to do so for reasons related to the birth, they shall be eligible for up to six (6) additional consecutive weeks of unpaid leave commencing immediately following the end of the normal maternity leave. The Corporation may request medical information to substantiate this additional leave entitlement.
- (e) Maternity Leave Supplemental Employee Benefits Plan (SEB Plan)  
(Effective July 1, 2013):
  - (i) an employee who qualifies for a maternity leave pursuant to Article 19.05 shall be paid a biweekly allowance in accordance with the Maternity SEB Plan. In order to receive the allowance, the employee must be eligible to receive employment insurance benefits in accordance with the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible to receive the allowance;
  - (ii) pursuant to the Maternity SEB Plan, the allowance will consist of:
    - (1) two (2) weeks at 100% of the employee's base pay/regular pay;
    - (2) fifteen (15) additional weeks with payments equivalent to the difference between the Employment Insurance standard gross benefits and any other earnings received by the employee

and 85% of the employee's base pay/regular pay;

- (3) for regular full-time employees base pay / regular pay is defined as the employee's rate of pay per Appendix B prior to the leave;
  - (4) for regular part-time employees base pay/regular pay is the six (6) month average earnings prior to leave.
- (iii) an employee will be deemed to have resigned on the date upon which leave pursuant to this Article ends unless they advised their manager of their intent to return one (1) month prior to the expiration of the leave taken, or if they do not return to work after having given such advice.
  - (iv) to be entitled to the Maternity SEB Plan pursuant to Article 19.05 an employee must sign an agreement between the employee, the Corporation and the Union that they will return to work and remain in the employ of the Corporation for a period of at least six (6) months as a regular employee after their return to work.;
  - (v) should the employee fail to return to work and remain in the employ of the Corporation for a period of six (6) months as a regular employee, the employee shall reimburse the Corporation for the maternity leave allowance received under Article 19.05.

## **19.06 Parental/Adoption Leave**

This Article replicates the provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) A regular employee shall be eligible for up to sixty-one (61) consecutive weeks of unpaid leave for a birth mother and sixty-two (62) weeks of unpaid leave for a non-birth parent or adopting parent, to be taken in accordance with the provisions of the Employment Standards Act.
- (b) A request for parental/adoption leave must be submitted in writing at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. The Corporation may require that the request be accompanied by:
  - (i) a certificate of a medical practitioner; or
  - (ii) other evidence stating the date of birth of the child or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or,
  - (iii) in the case of adoption, a letter from the agency that placed the child providing evidence of the adoption of the child.

- (c) Parental leave shall commence:
- (i) in the case of a birth mother, immediately following the end of the maternity leave.;
  - (ii) in the case of a non-birth parent, following the birth of the child and within the seventy-eight (78) week period after the birth date of the new born child.
- (d) Adoption leave shall commence following the adoption of the child and within the seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the adopting parent.
- (e) If an employee is scheduled to return to work immediately following the end of their parental/adoption leave but is unable to do so because the child suffers from a physical, psychological or emotional condition requiring an additional period of parental care, they shall be eligible for up to five (5) additional consecutive weeks of unpaid leave commencing immediately following the end of the normal parental/adoption leave. The Corporation may request medical information to substantiate this additional leave entitlement.
- (f) An employee's combined entitlement to parental and maternity leave is limited to seventy-eight (78) consecutive weeks plus any additional leave the employee is entitled to under Article 19.05(d) or Article 19.06(e).
- (g) Parental Leave Supplemental Employee Benefits Plan (SEB Plan) (Effective July 1, 2013)
- (i) an employee who qualifies for a parental or adoption leave pursuant to Article 19.06 shall be paid a biweekly allowance in accordance with the Parental SEB Plan. In order to receive the allowance, the employee must be eligible to receive employment insurance benefits in accordance with the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible to receive the allowance;
  - (ii) the allowance will consist of ten (10) additional weeks with payments equivalent to the difference between the Employment Insurance standard gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay.
- Note 'base pay/regular pay' is defined as the employee's rate of pay per Appendix B prior to leave.
- For regular part time employees base pay/regular pay is the six (6) month average earnings prior to leave.
- (h) to be entitled to the Parental SEB Plan pursuant to Article 19.06 an employee must sign an agreement between the employee, the Corporation and the Union that they will return to work and remain in the employ of the Corporation for a period of at least six (6) months as a regular employee after their return to work;
- (i) should the employee fail to return to work and remain in the employ of the Corporation for a period of six (6) months as a regular employee, the

employee shall reimburse the Corporation for the parental leave allowance received under Article 19.06.

### **19.07 Public Office**

Leave of absence without pay will be granted employees who:

- (a) run for elected office - municipal, provincial, federal;
- (b) are elected to public office.

### **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.

### **19.09 General Leave Without Pay**

Notwithstanding any provision for leave in this Agreement, an employee may be granted leave of absence without pay provided their reason for leave is satisfactory to the Corporation.

### **19.10 Military Leave**

Up to four (4) weeks leave of absence per year will be granted to regular employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling. During such leaves the employees' pay will be topped up to yield 100% of their normal salary with the Corporation.

### **19.11 Educational Leave**

Employees who have completed five (5) years of service with the Corporation will be granted up to one (1) year leave of absence without pay to undertake courses or studies to enhance their present and future career prospects with the Corporation. Such leave will be subject to the following conditions:

- (a) The employee will make their leave request known to their manager not less than six (6) weeks prior to the anticipated commencement date.
- (b) Upon notification of a request for such leave, the Corporation may proceed to fill the resultant job vacancy on a permanent basis where the employee's leave of absence exceeds six (6) months.
- (c) An employee who is granted a six (6) month or less educational leave will be reinstated in their former position upon return from leave. An employee who is granted an educational leave of more than six (6) months will be reinstated into a comparable position within twenty (20) road miles of their last headquarters if their original position has been backfilled. The Union will waive postings as required.
- (d) An employee who is on educational leave will be deemed terminated if they:
  - (i) fail to return to work at the completion of their leave; or

- (ii) undertake employment in a vocation similar to that in which they were engaged with the Corporation, or become involved in a business interest which would pose a conflict of interest with their employment with the Corporation.
- (e) An employee who returns to work at the completion of their educational leave will not be eligible to request another educational leave until they have completed a further five (5) years of service with the Corporation.
- (f) The employee will be paid out for all earned paid leave entitlements at the commencement of their educational leave, and will commence accrual for such leave entitlements upon reinstatement.
- (g) The employee will be entitled to continued coverage of basic medical and extended health benefits, dental, and group life insurance during the period of educational leave, provided the employee does not obtain similar coverage through any other means, and subject to the Corporation being reimbursed the full costs of such benefits on a month-to-month basis in advance. The employee will not be entitled to paid sick leave or long term disability from the commencement of their educational leave until they return to active employment.

## **19.12 Long Service Leave**

Employees who have completed not less than eight (8) years of continuous service with the Corporation will be granted a leave of absence without pay for a period of six (6) to twelve (12) months, subject to the following conditions:

- (a) The employee must be actively employed at the time their long service leave is to commence, and it may not be combined with any other unpaid leave provisions.
- (b) The employee must have served not less than one (1) year of active employment in their present job classification immediately prior to the requested leave, and have achieved at least a satisfactory performance rating.
- (c) The employee will make their leave request known to their manager not less than six (6) weeks prior to the anticipated commencement date.
- (d) Upon notification of a request for such leave, the Corporation may proceed to fill the resultant job vacancy on a permanent basis where the employee's leave of absence exceeds six (6) months.
- (e) An employee who is granted a six (6) month long service leave will be reinstated in their former position upon return from leave. An employee who is granted a long service leave of more than six (6) months will be reinstated in a comparable position within twenty (20) road miles of their last headquarters if their original position has been backfilled. The Union will waive postings as required.
- (f) The employee will be paid out for all earned paid leave entitlements at the commencement of their long service leave, and will commence accrual for such leave entitlements upon reinstatement.
- (g) The employee will be entitled to continued coverage of basic medical and extended health benefits, dental, and group life insurance during the period of long service leave, provided the employee does not obtain similar

coverage through any other means, and subject to the Corporation being reimbursed the full costs of such benefits on a month-to-month basis in advance. The employee will not be entitled to paid sick leave or long term disability from the commencement of their long service leave until they return to active employment.

- (h) An employee who is on long service leave will be deemed terminated if they:
  - (i) fail to return to work at the completion of their long service leave; or
  - (ii) undertake employment in a vocation similar to that in which they were engaged with the Corporation, or become involved in a business interest which would pose a conflict of interest with their employment with the Corporation.
- (i) An employee who returns to work at the completion of their long service leave will not be eligible to request another such leave until they have completed a further eight (8) years service.

### **19.13 Service Requirements for Leaves of Absence**

Employees taking either education leave, long service leave, or general leave without pay (in conjunction with the deferred salary plan), must complete not less than three (3) years of active employment following such leave, before becoming eligible to take another of the above-noted leaves. This understanding does not negate the service requirements set out in Articles 19.11 and 19.12 for education and long service leaves respectively.

### **19.14 Deferred Salary Plan**

The Corporation agrees to continue to maintain and administer a deferred salary plan consistent with the following:

#### **(a) Definition**

The deferred salary plan, hereinafter referred to as the DSP, is a program which permits employees to defer salary, for the purpose of funding an approved leave of absence without pay.

#### **(b) Compliance with Revenue Canada Regulations**

Deferred salary programs are subject to the Revenue Canada Income Tax Regulations and many of the requirements contained in this letter are necessary to comply with such regulations. Failure to comply with the regulations could have significant tax implications for the employee.

While the Corporation and the Union may provide information with respect to the DSP, employees are encouraged to seek advice from a qualified professional or Revenue Canada with respect to the income tax implications prior to entry into the DSP. Once enrolled, employees must direct all questions with respect to the administration of the DSP to the financial institution. Neither the Corporation nor the Union shall be liable to any participant for investments made in the Plan.

Notwithstanding any provisions within this DSP, the DSP must comply with all relevant acts, statutes, and regulations.

(c) **Plan Selection and Administration**

The Corporation will select a financial institution to oversee the administration of the DSP in a manner consistent with the intent of this DSP.

Administrative expenses of the DSP will be paid out of the plan itself.

(d) **Eligibility**

Regular employees who have completed two (2) full years continuous employment with the Corporation may participate in the DSP.

(e) **Requests for Leave**

The DSP must be taken in conjunction with a leave of absence without pay already provided for in the Collective Agreement, to which the employee is eligible. All applicable provisions for such leaves will apply to any request for leave made in conjunction with the DSP, except as noted elsewhere in this DSP.

Where the employee wishes to take leave and collect a deferred salary in accordance with the terms of this DSP, the duration of the leave must be for not less than six (6) months and not more than twelve (12) months. However, where the deferred salary leave is taken in conjunction with education leave, such leave may be for a minimum of three (3) months.

An employee participating in the Plan must take the deferred leave within six (6) years of joining the Plan.

## **19.15 Compassionate Care Leave**

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act during the term of this Agreement.

(a) In this Article, "family member" means:

(i) in relation to an employee:

- (1) a step-sibling;
- (2) an aunt or uncle;
- (3) a niece or nephew;
- (4) a current or former foster parent;
- (5) a current or former foster child;
- (6) a current or former ward;
- (7) a former guardian, or
- (8) the spouse of:

- a. a sibling or step-sibling;
- b. a child or stepchild;
- c. a parent;
- d. a grandparent;
- e. a grandchild;
- f. an aunt or uncle;
- g. a niece or nephew;
- h. a current or former foster child, or
- i. a current or former guardian;

(ii) In relation to the employee's spouse:

- (1) a step-parent;
- (2) a sibling or step-sibling;
- (3) a grandparent;
- (4) a grandchild;
- (5) an aunt or uncle;
- (6) a niece or nephew;
- (7) a current or former foster parent, or
- (8) a current or former ward;

(iii) whether or not related to an employee by blood, adoption, marriage or common law partnership, an individual with a serious medical condition, as described in section 52.1 (2) or 52.11 (4) of the BC Employment Standards Act, who considers the employee to be, or whom the employee considers to be, like a close relative.

(b) An employee who requests leave under this Article is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after

- (i) the date the certificate is issued, or
- (ii) if the leave began before the date the certificate is issued, the date the leave began.

The employee must give the Corporation a copy of the certificate as soon as practicable.

- (c) An employee may begin a leave under this Article no earlier than the first day of the week in which the period under 19.15(b) begins.
- (d) A leave under this Article ends on the last day of the week in which the earlier of the following occurs:
  - (i) the family member dies;
  - (ii) the expiration of fifty-two (52) weeks or other prescribed period from the date the leave began.
- (e) A leave taken under this Article must be taken in units of one (1) or more weeks.
- (f) If an employee takes a leave under this Article and the family member to whom 19.15(b) applies does not die within the period referred to in that sub-article, the employee may take a further leave after obtaining a new certificate in accordance with 19.15(b), and 19.15(c) to (f) apply to the further leave.

## **19.16 Continuous Employment**

This Article replicates the provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) Employees on leaves listed in 19.16(b) will be considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the Collective Agreement.
  - (i) The Corporation will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. The employee is entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
  - (ii) When the leaves ends, the Corporation will place the employee in their former position or one (1) that is comparable.
- (b) As outlined in the BC Employment Standards Act, the applicable leaves for the purposes of Article 19.16 are as follows:
  - (i) maternity leave;
  - (ii) parental leave;
  - (iii) family responsibility leave;
  - (iv) compassionate care leave;

- (v) critical care or injury leave;
- (vi) reservists' leave;
- (vii) leave respecting disappearance of child;
- (viii) leave respecting death of child;
- (ix) leave respecting domestic or sexual violence;
- (x) bereavement leave;
- (xi) jury duty.

## 19.17 Domestic and Sexual Violence Leave

### (a) Definition

In this Article domestic or sexual violence means:

- (i) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm;
- (ii) sexual abuse by any person,
- (iii) attempts to commit:
  - (1) physical abuse by an intimate partner or by a family member, or
  - (2) sexual abuse by any person.
- (iv) psychological or emotional abuse by an intimate partner or by a family member, including:
  - (1) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
  - (2) unreasonable restrictions on, or prevention of, financial or personal autonomy,
  - (3) stalking or following, and
  - (4) intentional damage to property;.

(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) days of paid 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) weeks of unpaid leave.

- (d) Article 19.17(b) does not apply with respect to domestic violence or sexual violence committed by the employee.
- (e) An employee is only entitled to a leave under Article 19.17(b) if the employee uses the leave for one (1) or more of the following purposes:
  - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence;
  - (ii) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency;
  - (iii) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence;
  - (iv) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely;
  - (v) to seek legal or law enforcement assistance for the employee or the employee's child including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence;
  - (vi) to do anything else prescribed by the regulations.
- (f) If an employee requires variation of their assigned work as a result of domestic or sexual violence, the Union, the Corporation and the employee will work together to support the employee's particular needs.

## **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.

## **19.19 Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees**

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, Métis Sashing Ceremony, feasts or ceremonies held following a significant family event (including the death of a family member).

"Immediate family" for the purposes of accessing Bereavement leave under Article 19.01 includes an Indigenous employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous Elder or Knowledge Keeper\*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

\*An Indigenous elder and Knowledge Keeper is designated as such by their community.

- a) Effective immediately, an Indigenous employee may request up to five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 19.01 - Bereavement Leave as applicable (and per the expanded definition of "immediate family", above).
- b) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Corporation as possible. For unexpected ceremonies or events, the employee will provide at least seven (7) calendar days' notice of the leave.

## **19.20 Voluntary Emergency and Rescue Worker Leave**

Where operationally feasible, the Corporation may, at its discretion, grant a regular employee who has accumulated more than six (6) months of service with the Corporation reasonable leave without pay to conduct volunteer emergency and rescue work.

# ARTICLE 20

## MOVING, TRAVELLING, SPECIAL ENTITLEMENTS

### 20.01 Headquarters

Each employee will have an established headquarters which will be the location where the employee normally works, reports for work, or the location to which they return between jobs. In certain instances an employee's job may require them to regularly work out of one (1) or more alternate headquarters within a local region. In addition, by mutual agreement between an employee and their manager, an employee may attend an alternate headquarters for the purpose of performing their job. Under this clause the homes of resident adjusters will be considered the established headquarters for those employees and classifications in the absence of a permanent Corporation office.

For the purposes of this Article, local region will be defined as the area within twenty (20) kilometres of the employee's established headquarters.

### 20.02 General Provisions - Transportation and Travel Time

#### (a) Transportation - General

Unless otherwise specifically limited below, employees (other than those employees who have assigned vehicles) who are required to travel on Corporation business will be provided with transportation by the Corporation at no cost to the employee except that employees may utilize their personal vehicle subject to the conditions outlined in Article 20.05.

#### (b) Travel Time - General

Unless otherwise established in this Agreement, all time spent in travel prior to or after regular hours or on scheduled days off excluding time spent in daily travel to and from the employee's established headquarters to work their regular work schedule will be paid as time worked.

#### (c) It is understood and agreed that employees who are away from their established headquarters and are utilizing a Corporation vehicle, will be entitled to use such vehicle for reasonable personal use after regular working hours.

#### (d) It is understood and agreed that the Corporation will provide studded snow tires on request and survival kits in Corporation vehicles when such vehicles are to be operated in northern and southern regions as defined in Article 8 when such equipment is deemed to be necessary for the safety and well-being of the operator.

### 20.03 Commercial Travel

The Corporation will pay the equivalent of economy air fare for air travel, and for other forms of travel will pay the cost equivalent to first class standards plus sleeping accommodation where required for employees travelling on Corporation business. All time spent travelling and waiting for connections for public transportation will be paid as time worked except that when an employee is provided with accommodation at their place of departure such pay shall not start until the employee is required to depart their place of accommodation to catch the scheduled transportation. Pay for

travel time on a day on which no work is performed will be limited to a day's pay at the prevailing rate.

## 20.04 Travel - Involving No Change in Lodging

Employees who are required to report to a temporary headquarters which does not involve any change in lodging will be reimbursed for additional transportation cost incurred or be provided with transportation by the Corporation and will have the difference in travelling time in excess of that which they normally spend reporting to or returning from their established headquarters and their residence paid as time worked.

The parties recognize that there should be reasonable give and take between the employees and Corporation and therefore employees will not claim for daily travelling differences which are fifteen (15) minutes or less.

## 20.05 Use of Personal Vehicles

- (a) Employees who elect and who are permitted by the Corporation to use their personal vehicles in lieu of transportation supplied by the Corporation will be reimbursed in accordance with the reasonable per-kilometre allowance rates as set by the Government of Canada Revenue Agency for all distances travelled on Corporation business.
- (b) The Corporation shall reimburse the deductible portion for any accepted claim arising out of any accident which occurs while an employee is using their personal vehicle, whether owned or leased, in the performance of their duties.

## 20.06 Expense Claims

Employees travelling on Corporation business or working away from their established/alternate headquarters will be reimbursed for reasonable expenses as set out below by submitting the appropriate Corporation form:

- (a) Accommodation expenses.
- (b) Meal allowances will be paid as follows:

|             |                 |
|-------------|-----------------|
| Breakfast - | <u>\$ 16.00</u> |
| Lunch -     | <u>\$ 18.00</u> |
| Dinner -    | <u>\$ 30.00</u> |
- (c) Personal vehicle mileage expenses subject to 20.05 and other travel expenses which will include taxis and parking.
- (d) Reasonable Corporation promotion expenses where incurred provided such claims are supported by receipts with comments relative to dates, persons, places, and reasons thereto.
- (e) A \$10.00 per diem for reasonable miscellaneous incidental expenses (such as laundry, valet, telephone, etc.) will be paid to eligible employees.

## 20.07 Monetary Advances

Employees will receive monetary advances on request when travelling or incurring expenses on Corporation business.

## 20.08 Moving Expenses

Full-time regular employees will be reimbursed for moving expenses when the employee's established headquarters is changed for reasons set out in 20.08(a) or 20.08(b). Full moving expenses in accordance with 20.08 (a) will have a limit of \$36,750.00. Limited moving expenses in accordance with 20.08 (b) will have a limit of \$15,750.00.

For the purposes of Article 20.08 and 20.09, the Lower Mainland shall be defined as being the Greater Vancouver Regional District and adjoining municipalities extending north to Horseshoe Bay, extending east to include Chilliwack; and south to the Canada/US border.

Moving expenses will be paid in accordance with 20.09(a) (full expenses) or 20.09(b) (limited expenses) when all of the following conditions have been met:

- (i) the employee must be moving from, and to, a full-time regular position; and
  - (ii) the employee must actually incur a change in residence; and
  - (iii) the new headquarters must be further from the original residence than was the previous headquarters; and
  - (iv) the new headquarters must be more than eighty (80) road kilometres away from the original residence if in the Lower Mainland and fifty (50) road kilometres away from the original residence if outside the Lower Mainland; and
  - (v) the new residence must be closer to the new headquarters than is the old residence to the new headquarters; and
  - (vi) the employee must initiate their move to the new residence within three (3) months of moving to their new headquarters; and
  - (vii) the employee must submit their claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to their new headquarters, unless a longer period is agreed to in writing by the Corporation.
- (a) Full moving expenses will be paid in accordance with 20.09(a), where the change in headquarters results from:
- (i) the location of the employee's headquarters being changed by the Corporation, except as limited by 20.08(c);
  - (ii) a move as a result of the employee being displaced under Article 9 - Technological and Procedural Change;
  - (iii) a move as a result of the employee receiving a promotion under Article 7 except as limited under 20.08(b) (iii) or 20.08(b) (iv).

- (b) Limited moving expenses will be paid in accordance with 20.09(b) where the change in headquarters results from:
- (i) a move as a result of the employee being displaced under Article 8 - Layoff and Recall;
  - (ii) a move as a result of the employee voluntarily transferring to a job of equal or lower salary level under the terms of Article 7. Unless otherwise agreed by the Corporation, employees in such instances will not receive any moving expenses if they have less than five (5) years continuous service or if they have received a move paid by the Corporation in the preceding five (5) years;
  - (iii) a move as a result of an employee receiving a promotion under Article 7 which requires a change in headquarters within Greater Victoria, or within the Lower Mainland;
  - (iv) a move as a result of an employee receiving a promotion under Article 7 into any Salary Group 7 and below, except for Estimator Trainees who are promoted outside of, or into, or out of the geographical area comprised of the Municipalities or Cities set out in 20.08(b) (iii) who will be paid expenses in accordance with 20.09(a).
- (c) An employee whose change in headquarters results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Corporation.
- (c) Employees who receive full or limited moving expenses for a move related to a promotion or transfer they initiated will reimburse the Corporation for all moving expenses received in those instances where the employee leaves the employment of the Corporation within two (2) years of the date of the move.

## **20.09 Moving Expenses Defined**

- (a) Full expenses are defined as follows:

### **Moving**

- (i) Costs of
  - packing and unpacking of household furniture and equipment;
  - mover's charge;
  - insurance against damage to household effects in transit;
  - legal expenses incurred in connection with a purchase of a house at a new location;
  - storage of household furniture and equipment which is being moved to the employee's new residence for up to one (1) month, or for such

longer period as may be approved by the corporation;

- legal expenses incurred in connection with discharge of a mortgage in the sale of a principal residence at the former location.
  - provincial property purchase tax and net G.S.T., as applicable, associated with the purchase of a new principal residence. This provision will apply only in instances where the employee is disposing of an owned principal residence at their former location.
- (ii) Provided any claim hereunder is supported by receipted vouchers, the Corporation will pay an amount not exceeding \$800.00 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes.
- (iii) The employee will be responsible for:
- making arrangements for the move, for securing at least two (2) competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Corporation;
  - placing of the insurance on their household effects in transit;
  - obtaining reimbursement from carriers for any damage to effects in transit.

## **Home Disposal**

(i) **Rental Premises**

Under this provision, the Corporation will guarantee to the employee or their landlord:

- payment of the rental at their old location until the lease is terminated or a sublet arranged, whichever occurs first;
- payment of any bonus or cancellation fee to the landlord, providing it is approved in advance.

(ii) **Owned Premises**

- real estate commission:  
  
earned real estate commission relating to the sale of the employee's principal residence, not exceeding seven percent (7%) of the selling price, shall be paid by the Corporation. Where there is established by the local real estate board a customary commission in excess of seven percent (7%) of the selling price for

residential property, prior written approval for any amount in excess of seven percent (7%) must be obtained from the Corporation.

- mortgage interest and property taxes:

where the employee is selling a principal residence and purchasing another principal residence and where the sale and purchase of these residences overlaps such that mortgage interest and property taxes are being paid temporarily on both residences, the Corporation will pay to the employee the mortgage interest and property taxes on one (1) of these principal residences subject to the following conditions:

- the Corporation's payments will apply to the period beginning with the commencement of duplicate mortgage interest and property tax payments and ending when the duplicate payments end or when three (3) months have expired, whichever is the earlier; and
- the Corporation's payment will apply to the principal residence where the sum of mortgage interest and property taxes is lower and will be the actual amount of such mortgage interest and property taxes subject to a maximum of \$800.00 per month (or a pro-rata portion thereof in the case of part months); and
- the employee will support their claim for payment with documentation which confirms both the existence of duplicate mortgage interest and property tax payments and the amounts of same.
- definition of principal residence:

the employee's principal residence shall be that property owned by the employee, their spouse or jointly, used for permanent living accommodation and considered to be their mailing address. This definition specifically excludes summer cottages, business ventures such as apartments, rented quarters or business establishments.

## **Travelling and Living Expenses**

The Corporation will pay all reasonable charges for:

- (i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meal, lodging enroute and normal living expenses.

- (ii) In the event that the employee precedes their family to the new location, the Corporation will pay their personal living expenses for a reasonable period required to find reasonable living accommodation.

(b) Limited expenses are defined as follows:

**Moving**

- (i) Costs of
  - packing and unpacking of household furniture and equipment.
  - mover's charges.
  - insurance against damage to household effects in transit.
- (ii) Provided any claim hereunder is supported by receipted vouchers, the Corporation will pay an amount not exceeding \$800.00 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes.
- (iii) The employee will be responsible for:
  - making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Corporation.
  - placing of the insurance on their household effects in transit.
  - obtaining reimbursement from carriers for any damage to effects in transit.

**Travelling and Living Expenses**

The Corporation will pay all reasonable charges for:

- (i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meal, lodging enroute and normal living expenses.
- (ii) In the event that the employee precedes their family to the new location, the Corporation will pay their personal living expenses for a reasonable period required to find reasonable living accommodation.

## 20.10 Special Allowances

### (a) Language Premium

#### (i) Ongoing need

Employees who are regularly required to use a language other than English in the performance of their job duties will receive a premium of 5% of their regular monthly salary, which will be paid on a bi-weekly basis. Regular use is defined as having an ongoing expectation that this skill will actually be used, on average, three (3) days per week.

The premium is applied on top of the regular job rate for an existing job profile, in the same way as a shift premium and applies only when the employee is actually in a position that has been designated as requiring that skill.

This designation may be applied to any position in an office, based on operational requirements. Managers may also rotate the designation amongst employees for fixed periods of time if an office has a number of eligible employees who can provide the service. The premium may be discontinued at any time, with two (2) weeks' notice.

Employees chosen to be designated second language providers must be performing satisfactorily in their current positions, and be available to perform the duties when required.

#### (ii) Incidental Use

Employees who are required, at the specific request of their managers, to use a language other than English on an incidental, but not regular basis, will be paid an additional 5% of their regular daily rate for each day they actually use another language in the performance of their job duties. This payment will be made on the basis of records kept by the employees, and approved by their managers on a quarterly basis. For any period of four (4) consecutive weeks where an employee uses the other language on average three (3) days per week the employee will receive the 5% premium for the entire four (4) week period.

#### (iii) Pilot Projects

Employees who are part of a pilot project and are required to use a language other than English, will be paid an additional 5% of their regular daily rate for each day they actually use the other language for the purposes of the pilot project. This payment will be made on the basis of records kept by the employees, and approved by their managers on a quarterly basis. All such projects must be approved in advance by the manager.

(iv) **Fluency Testing**

All employees will be required to successfully pass a fluency test in order to receive the premium for either ongoing or incidental second language requirements, or for pilot projects.

(b) **First-Aid Attendant Premium**

Employees designated as First-Aid Attendants, who are required to be holders of a valid Occupational First-Aid Certificate, will receive a premium of \$36.00 per month for a level "1" certificate and \$115.00 per month for a level "2" certificate, or greater.

(c) **Driver Examiner Substitution Pay**

Employees who temporarily perform the Driver Examiner function will receive substitution pay, as determined by Article 11.14, for all work performed. Such pay will be calculated and paid on a monthly basis.

(d) **Premium Pay for Forklift Training**

Where an employee is assigned to conduct Forklift Training they will be paid a premium of 5% of their normal hourly rate for all time spent in instruction. the Corporation will utilize current employees to conduct the training and the Corporation will pay for the full cost of the certification and recertification.

## **20.11 Training/Travel Guidelines**

The Corporation and the Union believe in the benefits of employee training and development. The purpose of training is to provide for upgrading of an employee's knowledge, skills and abilities in order to meet the requirements of their present position, or to develop toward future career alternatives.

The following provisions are intended to apply to job training courses which are directed by the Corporation. In situations where such training occurs away from an employee's established headquarters, and/or when the hours of training vary from an employee's normal hours of work, the employee will attend the hours of the training program, subject to the following:

(a) The method of travel and time of departure should be discussed between the employee and manager in advance, to obtain management approval on travel arrangements.

By agreement with the manager, these guidelines may be varied to accommodate travel arrangements requested by the employee, however, authorized payments for travel time will be based on the least cost alternative.

(b) On a day dedicated to training:

(i) All surplus travel time will be paid at straight time rates regardless of when it occurs.

(ii) Accrued time in training (inclusive of travel time related to attendance at the training course) which is in excess of the normal hours accrued in an employee's work day

(inclusive of time normally spent in travel to and from work) will be paid at straight time rates.

- (iii) Where training directed by the Corporation extends beyond 6:00 p.m., such that the total accrued hours in training for the day (exclusive of travel time) exceeds the employee's (normal) regular daily hours, these training hours which exceed the normal daily hours will be paid at overtime rates.
- (c) On a day in which both training and normal work is performed:
- (i) Accrued time in travel, work, and training which is in excess of the normal hours accrued, in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at one and one-half (1.5) times the employee's hourly rate.
  - (ii) Where training directed by the Corporation extends beyond 6:00 p.m. such that the total accrued hours for the day (exclusive of travel time), exceeds the employee's (normal) regular daily hours, these training hours will be paid at overtime rates.
- (d) If training occurs on an employee's regularly scheduled day off, the employee will have the day off rescheduled (without further compensation).
- (e) Time spent in travel on a Sunday, related to attendance at a training course, will be paid at straight time rates. When such travel commences prior to 5:00 p.m. the employee will be paid for the period from commencement of travel to 5:00 p.m., or to the time the employee arrives at their destination whichever time is latest. Any payment for Sunday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
- (f) Time spent on a Saturday, related to attendance at a training course, will be paid at straight time rates. When such travel commences later than 8:30 a.m., the employee will be paid from 8:30 a.m. to the time at which the employee arrives at their destination. Any payment for Saturday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
- (g) Under this Article, employees may elect to bank any premium hours accrued in lieu of receiving pay, subject to the terms of Article 14.09.

## **20.12 Corporation Sponsored Events**

Selected employees who volunteer for events sponsored by the Corporation, which promote the Corporation's business objectives, and which are outside an employee's regular work schedule, will receive a \$75.00 per diem in lieu of travel and all other related expenses for a minimum four (4) hour shift. Upon request, a letter recognizing the employee's contribution will be placed on the employee's personnel file.

However, where attendance at such an event is considered a regular component of the employee's job classification, or where the time spent at the event is during the employee's normal hours of work, such time will be considered as time worked and compensated for at the appropriate rate. In such instances, the employee will be reimbursed for reasonable expenses incurred, but no per diem will be paid. An

employee wishing to volunteer for such events during their normal business hours must obtain prior approval from their manager.

# ARTICLE 21

## TRAINING AND DEVELOPMENT

### 21.01 Training Assistance

It is the general intent of this Agreement that a policy of promotion from within will be followed throughout the Corporation and to this end the Corporation will, where practical, assist all employees to develop their capacities to the maximum degree possible in line with their present and future careers. This assistance may be in the form of financial aid or on-the-job training in accordance with the following provisions, however, provision of training assistance does not imply any promise or obligation to promote.

An employee wishing to take the benefits of this Article must submit a written application for such benefits and receive Corporation approval prior to enrolment in such course. Application for training assistance will be made through the employee's department manager. Such applications will be in writing and will set out the details of the proposed course(s).

### 21.02 Joint Training Committee

- (a) There shall be a Joint Training Committee consisting of three (3) management and three (3) employee representatives designated by the Union. The Committee shall function on a continuing basis and shall meet at least two (2) times per year, and at any other times the Committee deems necessary, under a rotating chairperson. The function of the Committee shall be to examine the training needs of employees covered by this Agreement. Reports and recommendations arising from these meetings will be forwarded to the Manager, Operations Education, with a copy to the Union President.

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

- (b) The Joint Training Committee shall consider and review: training needs of employees and career planning; trends in education and employee development; and any other training issues.

### 21.03 Financial Aid, Training Courses

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Corporation will depend upon the circumstances. In general, the Corporation will provide for categories of financial aid as follows:

- (a) Full cost of training will be borne by the Corporation where training is at the direction of management and carries the appropriate approval.
- (b) The Corporation will reimburse the full cost of books and tuition fees and such other expenses as may be approved by the Corporation of any Course where such training is directly related to the employee's job. The Corporation will make full reimbursement to the employee upon the successful completion of each term in the case of courses lasting more than one (1) year.
- (c) The Corporation will reimburse 50% of the full cost of books and tuition fees of any course approved by the Corporation where such training could be of

future use to the employee in working for the Corporation. The Corporation will make such reimbursement to the employee upon the successful completion of the course.

#### **21.04 Training Approval**

- (a) The manager will consider the benefit of the requested training to the enhancement of the employee's performance in their current position and/or to the advancement of the employee, and the applicability of the training to Corporation qualification requirements. Applications will not be unreasonably denied.
- (b) Managers shall respond to the training application within a reasonable time, normally within thirty (30) calendar days. An employee shall be entitled to written reasons where an application for training cannot be acted upon.

#### **21.05 Career Planning**

- (a) The parties acknowledge that technological or procedural changes may affect the nature and requirements of specific jobs which affect employees and their career goals. The parties agree that steps should be taken to ensure the impact of such changes is minimized, wherever possible. To facilitate this principle the Corporation will provide the Joint Training Committee with a copy of any notice of technological or procedural change, issued to the Union in accordance with Article 9.01, which may affect the nature or requirements of any job classification.
- (b) Upon receipt of such information from the Corporation, the Joint Training Committee may meet and make recommendations for the training of employees so affected. The Committee may review the training requirements of employees so affected on a priority basis.

# ARTICLE 22

## HEALTH AND SAFETY

### 22.01 Responsibilities

In accordance with the Workers Compensation Act, Occupational Health and Safety Regulations and all other applicable legislation the Corporation and Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease, and in the promotion of the health and safety of all employees.

The Corporation is committed to providing a safe and healthy work environment for all workers and will establish occupational health and safety policies and programs in accordance with the above-mentioned regulations.

Workers will take reasonable care to protect their health and safety, and the health and safety of other persons who may be affected by the worker's acts or omissions at work, and comply with the above-mentioned regulations.

### 22.02 Unsafe Work Conditions

In accordance with Article 22.01, no employee shall be disciplined for refusing work which they have reasonable cause to believe is unsafe and where they are acting in compliance with the applicable Occupational Health and Safety Regulation.

Should an employee exercise their right to refuse unsafe work, the Corporation will suspend the work until one (1) of the following steps resolves the issue:

- Step 1 Conduct an investigation and determine if the work is safe, or fix the unsafe condition.
- Step 2 If the worker still views the work as unsafe, a further investigation must be completed with the participation of a Worker Health and Safety Representative, or another worker if one (1) is unavailable, and the employee who reported the unsafe condition.
- Step 3 If the worker still views the work as unsafe, the worker and the Corporation must contact WorkSafe BC to conduct an investigation. A prevention officer will then investigate and take steps to find a workable solution.

### 22.03 Health and Safety in the Workplace

The parties agree there is shared interest in focusing on limiting the impact of the following risks that are associated with the work performed by many employees at the Corporation.

- (a) Ergonomic Hazards:
  - (i) the Corporation will educate employees on the ergonomic risk factors associated with their positions, and how to mitigate them;
  - (ii) the Corporation agrees to provide statistical information on ergonomic related injuries;

- (iii) Joint Worksite Occupational Health and Safety Committee responsibilities will include incident investigations for reported incidents, recommendation of safe work practices and the performance of regular worksite inspections to identify and make recommendations regarding ergonomic related injuries;
- (iv) in consultation with the Joint Occupational Health, Safety and Environmental Committee the Corporation will identify and implement short and long-term changes to education, training and other provisions related to ergonomics;
- (v) the Corporation will design its offices in accordance with Federal, Provincial, and WorkSafe BC standards. The Corporation relies principally on testing information provided through suppliers and other bonafide independent sources in assessing the quality of any new equipment purchase;
- (vi) employees who have concerns or complaints respecting any particular device will be encouraged to report the concern to their manager in writing, with a copy to the Joint Worksite Occupational Health and Safety Committee;
- (vii) employees are encouraged to use relaxation and stretching exercises promoted by the Corporation;
- (viii) employees whose work requires continuous computer usage will be allowed stretch breaks for this purpose as needed, within the guidelines of a five (5) minute break in every one (1) hour of continuous usage;
- (ix) scheduled rest breaks as provided for in the Collective Agreement will be considered as satisfying the need for a stretch break in the applicable time period.

(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.

(c) Environmental Hazards:

An environmental hazard is a substance, a state or an event which has the potential to threaten the surrounding natural environment and or adversely affect people's health. Any single or combination of toxic chemical, biological,

or physical agents in the environment, resulting from human activities or natural processes, that may impact the health of exposed subjects, including pollutants.

The Corporation and Union are committed to identifying risks and implementing processes to promote employees' environmental wellbeing within the workplace.

(d) Chemical Hazards:

A chemical hazard is a type of occupational hazard caused by exposure to chemicals in the workplace. Exposure to chemicals in the workplace can cause acute or long-term detrimental health effects.

The Corporation and Union are committed to identifying risks and implementing processes to promote employees' wellbeing within the workplace in regards to the chemical hazards.

## **22.04 Investigation of Incidents**

(a) Employees who experience a work-related injury or illness are required to report the incident to their manager and WorkSafe BC in accordance with the Workers Compensation Act.

(b) Whenever a lost time accident, medical aid or near miss event occurs, a Union appointed member of the applicable Joint Worksite Occupational Health and Safety Committee and the manager shall conduct an investigation within forty-eight (48) hours and take appropriate corrective action. Near misses that have the potential to cause serious physical injury or may lead to a systemic risk of injury to an employee or group of employees will also be investigated. The Worker Representative on the Joint Worksite Occupational Health and Safety Committee will submit copies of the findings to the Union.

(c) The parties agree to provide each other with notice of any appeals they initiate relating to decisions made by WorkSafe BC respecting any employee claim, and the Corporation will provide the Union with a copy of any notice of appeal received, respecting any employee claim.

## **22.05 Joint Occupational Health, Safety and Environmental Committee (OHS&E Committee)**

(a) There shall be a Joint Occupational Health, Safety and Environmental Committee (OHS&E Committee) composed of at least four (4) members.

(i) The committee must consist of both Worker and Corporation Representatives. At least half of the members must be Worker Representatives appointed by the Union.

ii) The OHS&E Committee must have two (2) co-chairs, one (1) selected by the Union appointed Representatives and one (1) by the Corporation appointed Representatives.

(d) The OHS&E Committee shall meet monthly, and may hold special meetings, as required.

- (e) While the OHS&E Committee will have the same duties and functions as the Joint Worksite Occupational Health and Safety Committees it will focus on occupational health and safety issues that have broad reaching implications to employees in multiple locations and positions.
- (f) Worker Representatives shall be on leave of absence without loss of pay for time spent on this committee.

## **22.06 Joint Worksite Occupational Health and Safety Committees (OH&S Committee)**

- (a) Pursuant to the Workers Compensation Act, there shall be established at each worksite, where there are twenty (20) or more employees, a Joint Worksite Occupational Health and Safety Committee (OH&S Committee) composed of at least four (4) members.
  - (i) The committee must consist of both Worker and the Corporation Representatives.
  - (ii) At least half of the members must be Worker Representatives appointed by the Union.
  - (iii) A worksite with fewer than twenty (20) employees must have a designated Worker Health and Safety Representative who will bring up safety issues as a permanent agenda item at staff meetings.
- (b) OH&S Committees conduct meetings on a monthly basis and may hold special meetings as required.
- (c) The focus of the OH&S Committee is on occupational health and safety issues at the worksite level.
  - (i) The OH&S committee is responsible for conducting investigations and where appropriate, bringing safety issues to the OHS&E Committee's attention for a program level review and recommendation.
  - (ii) The OHS&E Committee will report back to the applicable OH&S Committees of the outcome of their investigation and resolution on all safety issues brought to their attention.
- (d) Worker Representatives shall be on leave of absence without loss of pay for time spent on this committee.
- (e) The scope of these Committees as established under the terms of the Workers Compensation Act may be extended as required to enable the Committees to make recommendations to management relating to improved working conditions.
- (f) In accordance with the Workers Compensation Act, employees working in Service BC locations will be provided with access to minutes of the local Joint Worksite Occupational Health and Safety Committee (if any) and the names and work locations of the joint committee members. Employees with specific concerns regarding safety issues in Service BC locations should raise these issues directly with their supervisor or manager.

## **22.07 Responsibilities of the Worker Health and Safety Representatives, OH&S and OHS&E Committees**

The OH&S Committees, OHS&E Committee and Worker Health and Safety Representatives play an important role in the occupational health and safety of the workplace. They provide a way to work together to identify unsafe conditions and to make recommendations. It is agreed that they will have the following specific duties and functions:

- (a) Identify situations that may be unhealthy or unsafe for workers, and advise on effective systems for responding to those situations.
- (b) Consider, and promptly deal with complaints relating to the health and safety of workers.
- (c) Consult with workers and the Corporation on issues related to occupational health and safety, and the occupational environment.
- (d) Make recommendations to the Corporation and the workers for the improvement of the occupational health and safety, and the occupational environment of workers.
- (e) Make recommendations to the Corporation on educational programs promoting the health and safety of workers and compliance with Part 3 of the Workers Compensation Act and the regulations, and to monitor their effectiveness.
- (f) Advise the Corporation on programs and policies required under the Regulations for the workplace, and to monitor their effectiveness.
- (g) Advise the Corporation on proposed changes to the workplace, including significant proposed changes to equipment and machinery, or the work processes that may affect the health or safety of workers.
- (h) Ensure that accident investigations and near misses (that have the potential to cause serious physical injury or may lead to a systemic risk of injury to an employee or group of employees), and regular inspections are carried out as required by the Workers Compensation Act and any other applicable regulations.
- (i) Participate in inspections, investigations and inquiries as provided in Part 3 of the Workers Compensation Act and Section 3 of the Regulation.
- (j) In worksites where a Worker Health and Safety Representative is required, the Worker Representative has the same duties and functions as a worksite OH&S Committee, to the extent practicable.
- (k) Other duties as agreed to by the Corporation and the Union.

## **22.08 Protective Clothing and Equipment**

Where required, protective clothing such as smocks, safety hats, coveralls, winter jackets, knee pads etc., will be supplied by the Corporation at no cost to the employee.

Where employees are required to wear protective footwear the Corporation will reimburse employees up to \$200.00 for the purchase and/or replacement of such

footwear. In situations where “winter” or rubber boots are also required, the Corporation will reimburse employees up to an additional \$200.00.

Where an employee cannot be fitted with “ready made” protective footwear, the Corporation will provide the employee with protective footwear that meets WorkSafe BC regulations, at no cost to the employee.

The Corporation will continue to provide protective clothing and equipment as in effect at the date of signing of the Agreement, and in such other circumstances as required by mutual agreement.

## **22.09 Visual**

The Corporation will provide a baseline ophthalmological examination to all regular employees whose usage of Video Display Terminals (VDT) on a continuous basis exceeds one (1) hour per day or whose intermittent usage exceeds four (4) hours per day. Follow-up examinations will be the employee's responsibility. Corrective lenses, where necessary, will be the employee's responsibility to procure (in most instances under the extended health care plan). Employees who are required to use VDT's and who develop visual impairment or visually related disabilities which limit their ability to perform their job will be handled on the basis of a medical disability - provided they have functioned in the position for at least six (6) months.

## **ARTICLE 23**

### **STRIKES AND LOCKOUTS**

During the life of this Agreement the Union will not authorize any strike or walkout and the Corporation will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line of a trade Union.

## **ARTICLE 24**

### **SAVINGS CLAUSE**

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

# ARTICLE 25

## UNION-MANAGEMENT JOINT CONSULTATION

The Corporation and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise during the term of the Collective Agreement between the parties.

(a) **Objectives and Functions**

The Union-management consultation mechanism will provide a process whereby representatives from the Union and management will meet from time to time to discuss issues of concern to any of the parties.

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

The overall objective of Union-management consultation is to provide an effective ongoing communication between Union and management so as to develop a positive climate conducive to the discussion of problems, if not to their resolution.

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

(b) **Matters for Discussion**

Since the purpose of the Union-management consultation mechanism is to reduce tension and promote understanding between the parties, generally there shall be no limitation on the issues that may be raised in consultation.

(c) **Meetings**

Meetings will be scheduled once every four (4) months although more frequent meetings may be held if the parties are agreed that there are sufficient matters for discussion.

(d) **Participants**

Union representatives at Union-management joint consultation shall be drawn from current board members and Union staff representatives.

Other advisors, observers, and visitors may attend the consultation meetings but only with the concurrence of both the Union and the Corporation; these persons will not be able to actively participate in the proceedings except with the Agreement of both the Union and the Corporation.

(e) **Procedures**

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

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

(f) **Minutes**

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

## **ARTICLE 26**

### **ELECTRONIC MONITORING**

#### **26.01 Notice of Monitoring**

The Corporation agrees to provide the Union with notice of equipment and facilities which have the capability of monitoring and/or measuring individual employee and/or group performance. The Corporation further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to its application.

#### **26.02 Performance Monitoring**

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee will be advised that such monitoring is to occur.

#### **26.03 Monitoring Guidelines**

The Corporation will not install monitoring equipment for reasons not related to the Corporation's business. The Corporation will advise employees of the location of equipment which is installed on a permanent basis for reasons of security. Specialized equipment - i.e. not regularly installed for security reasons - will not be installed for purposes of monitoring employees without reasonable cause.

# ARTICLE 27

## JOB SHARING

### 27.01 Definition

Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be structured in a manner that accommodates the employment of two (2) regular employees on a work/time sharing basis. It is the intent that the combined performance and time worked by the two (2) job sharing partners will equate to that of a full-time regular employee in that position. Neither of the partners in a job share relationship shall work less than 40% of the normally scheduled hours of work of the full-time regular position.

### 27.02 Employee Definitions and Benefits - Job Share Employee

- (a) A job-share employee will be classified as a part-time regular employee and shall be entitled to benefits as described in Article 6.03.
- (b) For the purposes of applying the overtime and shift differential provisions of this Agreement the job share position will be treated as a full-time regular position. Accordingly, the combined time worked by the two (2) incumbents will fall within the normal daily and weekly hours of work for the full-time position. Any time worked through the combined efforts of the two (2) incumbents which exceeds or falls outside of the normal full-time daily or weekly hours of work for the position shall be paid at overtime rates (to the employee performing the work). Shift premiums will be paid in accordance with the normal shift for the full-time position.

### 27.03 Initiation

- (a) The initiation of job sharing arrangements as set out below will be subject to the Agreement of the Corporation and shall not exceed 10% of the current full-time regular complement of employees in any given department unless otherwise agreed to by the Union.
- (b) Any two (2) full-time regular employees may initiate a request to share one (1) of their current positions. Both employees must presently be in or have previously held the job classification in question. In such instances the position to be shared may be filled by the two (2) employees without posting.

Notwithstanding the above, the parties may, by mutual agreement approve job share arrangements that involve regular part-time or temporary employees.

- (c) Full-time regular positions posted in accordance with Article 7 may indicate if job share applications will be considered. For such postings, full-time applicants will have preference over job share applicants. Job share applicants must presently be in or have previously held the job classification in question.
- (d) The Corporation shall inform the Union of all job sharing arrangements as they occur.

## **27.04 Discontinuance**

In the event that one (1) of the employees in a job sharing arrangement can no longer fulfil their obligation as a job share employee and where the Corporation does not wish the position to continue as a job share position the position will be dealt with in the following manner:

- (a) Where the Corporation elects to replace the full-time regular (job share) position with a part-time regular (non-job share) position then the remaining employee shall have the option to remain in the position without posting as a part-time regular (non-job share) employee.
- (b) Where the Corporation elects to fill the position as a full-time regular (non-job share) position then the remaining employee in the job share position will have the option of filling the position without posting on a full-time basis.
- (c) If the remaining job share employee declines the option of filling the position the remaining employee will be deemed to have voluntarily resigned and the job vacancy will be posted and filled in accordance with the provisions of Article 7.

## **27.05 Continuance**

In the event that one (1) of the employees in a job sharing arrangement can no longer fulfil their obligation as a job share employee and where the Corporation and the remaining job share employee wish the position to continue as a job share position the position will be dealt with in the following manner:

- (a) A candidate will first be selected from the job share bulletin board.
- (b) If there are no qualified candidates on the bulletin board acceptable to both the employee and Corporation, the position would be posted in accordance with Article 7 noting that job share applications will be considered on a preferential basis.
- (c) If no suitable internal applicant is willing to share the full-time position as a job share position and there are qualified applicants wishing the position on a full-time basis, the remaining employee will have the option to fill the position full-time, on a preferential basis.

If the remaining job share employee declines the full-time position they will be deemed to have voluntarily resigned and the vacancy may be filled on a full-time basis in accordance with Article 7 from applicants to the posting.

- (d) Should there be no suitable applicants for the position the remaining job share employee may be retained as a regular part-time (non-job share) employee in the position or it may be filled from outside the bargaining unit either on a job share or full-time basis at the Corporation's option.

In the event the Corporation fills the position with a full-time employee from outside the bargaining unit the remaining job share employee will be deemed to have resigned.

## **27.06 Job Share Partner Absence**

Where an employee in a job share arrangement is absent from work for any reason the Corporation shall first offer the work to the remaining job share employee during the period of said absence. In such instances the extra hours worked (up to the equivalent of a full-time position) will be paid at straight time rates. The job share employee will retain their status as a part-time regular employee for the duration of the partner's absence. Where the remaining job share employee declines to accept the work so offered the Corporation may proceed to fill the vacancy with a part-time temporary employee.

## **27.07 Corporation Initiated Discontinuance**

Should the job share arrangement be discontinued by the Corporation with the effect that both incumbents would be displaced then the provisions of Article 8 will apply.

## **27.08 Application of Collective Agreement**

Nothing in this Article is intended to limit, restrict or modify the application of the Collective Agreement beyond the provisions contained herein which specifically relate to the accommodation of job sharing arrangements.

# 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.

#### (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;
- (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.

- (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. 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.

(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.

# ARTICLE 29

## EMPLOYMENT EQUITY

### **Joint Employment Equity Advisory Committee**

The Corporation and the Union agree to establish a Joint Employment Equity Advisory Committee comprised of three (3) management representatives (one of whom may be a member of the Board of Directors) and three (3) Union Representatives. The Joint Committee should be gender balanced and participation of designated group members should be encouraged.

The purpose of this Joint Committee will be to function as an Advisory Committee, and will assist the Corporation in reviewing and recommending policy, and policy changes, which promote employment equity principles. The Joint Committee will ensure compliance of corporate policies and practices with respect to current applicable legislation, provide interpretation of board policy and Union issues, and serve as a forum to discuss employee concerns about diversity and work and family life issues.

# ARTICLE 30

## GENERAL PROVISIONS

### 30.01 Indemnity

- (a) The Corporation agrees not to seek indemnity against an employee whose actions result in a judgment against the Corporation. The Corporation agrees to pay any judgment against an employee arising out of the performance of their duties. The Corporation also agrees to pay legal costs incurred in the proceedings, including those of the employee.
- (b) The Corporation shall provide either for the retaining of legal representation of its choice for the employee or pay the reasonable legal fees of counsel retained by the employee, in the defence of any legal proceedings initiated by a person other than an employee involving the employee which arises as a consequence of their employment with the Corporation. The Corporation shall decide which form of legal representation they will provide for the employee and notify the employee as soon as possible. The Corporation shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable.
- (c) (a) and (b) above will only apply in circumstances where the employee was acting in good faith in the proper performance of their regular job duties and there was no criminal intent involved.
- (d) In order that the provisions in (a) and (b) above shall be binding upon the Corporation, the employee shall notify the Corporation immediately, in writing, of any incident or course of events which may lead to legal action against them or the Corporation, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - (i) when the employee is first approached by any person or organization notifying them of intended legal action against them or the Corporation;
  - (ii) when the employee herself/himself requires or retains legal counsel in regard to the incident or course of events;
  - (iii) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee or the Corporation;
  - (iv) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they or the Corporation might be the object of legal action; or
  - (v) when the employee receives notice of any legal proceedings of any nature or kind that involve the employee or the Corporation.

# **ARTICLE 31**

## **MoveUP / ICBC PENSION PLAN**

### **31.01 Amending the Plan**

The parties agree that amendments can be made to the plan by Agreement of the parties and the trustees.

**APPENDIX A**  
**JOB CLASSIFICATIONS BY SALARY GROUP**

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

| Salary Group | Job Code   | Job Title  | Salary Group | Job Code | Job Title   |
|--------------|------------|--|--------------|----------|---|
| 3            | 154426     | Batch Management Clerk                             | 4            | 2208     | Traffic Collision Reporting Clerk                     |
| 3            | 2065       | Files & Library Clerk                              | 4            | 214715   | Vehicle Registration Support Clerk                    |
| 3            | 845        | Mail/Delivery Clerk                                | 5            | 506      | Accounting Assistant - Corporate Disbursements        |
| 3            | <u>377</u> | <u>Warehouse Stock Clerk</u>                       | 5            | 5        | Accounting Assistant II Customer Accounting           |
| 4            | 355        | Administrative Salvage Assistant I                 | 5            | 333      | Administrative Salvage Assistant II                   |
| 4            | 451        | Autoplan Processing Support Services Rep I         | 5            | 454      | Autoplan Processing Support Services Rep II           |
| 4            | 851        | Batch Management Representative                    | 5            | 149      | Autoplan Transaction Representative II                |
| 4            | 154901     | Centralized Estimating Facility Maintenance Worker | 5            | 937      | Claims Contact Representative                         |
| 4            | 805        | Claims Document Support Assistant                  | 5            | 806      | Claims Support Assistant                              |
| 4            | <u>912</u> | <u>Clerk Typist II - General</u>                   | 5            | 136083   | Customer Contact Representative I                     |
| 4            | 2041       | Client Record Services Clerk                       | 5            | 217937   | Customer Contact Representative I DL                  |
| 4            | 135074     | Corporate Customer Clerk                           | 5            | 282667   | DL SIU Administrator                                  |
| 4            | 2150       | Correspondence Processing Clerk                    | 5            | 2218     | Driver Training & Assessment Standards Representative |
| 4            | 422        | Customer Relations Review Clerk                    | 5            | 346      | Equipment Operator                                    |
| 4            | 2050       | Data Entry Operator                                | 5            | 196388   | Glass Support Assistant                               |
| 4            | 151        | Data Services Operator                             | 5            | 514      | Inventory Systems Clerk                               |
| 4            | 270666     | Driver Licensing Support Assistant                 | 5            | 746      | ISD Administrative Resources Assistant II             |
| 4            | 173030     | Garage and Fleet Support Assistant                 | 5            | 164360   | Learning Services Assistant                           |
| 4            | 57         | Imaging Services Clerk                             | 5            | 2010     | Payment Clerk   |
| 4            | 953        | Information Access & Privacy Clerk                 | 5            | 299      | Records Retention Coordinator                         |
| 4            | 978        | Intersection Safety Camera Program Representative  | 5            | 226666   | Risk Underwriting Assistant                           |
| 4            | 309        | ISD Administrative Resources Assistant I           | 5            | 116      | <u>Administrative Assistant - Claims</u>              |
| 4            | 2045       | Licensing Unit Representative                      | 5            | 883      | Secretary General                                     |
| 4            | 379        | Mail Clerk   | 5            | 463      | Special Investigations Unit Research Assistant        |
| 4            | 2112       | Mail Clerk – Victoria                              | 5            | 277899   | Supplier Programs Administrator                       |
| 4            | 2051       | Microfilm Retrieval Operator                       | 5            | 235014   | Traffic Camera QA & Reporting Administrator           |
| 4            | 296        | Operator I Print & Mail Services                   | 5            | 517      | Treasury Operations Representative                    |
| 4            | 392        | Receiving and Shipping Clerk                       | 5            | 2049     | Violation Ticket <u>Representative</u>                |
| 4            | 462        | Receptionist                                       | 5            | 1017     | Workforce System Representative                       |

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

|   |               |   |   |               |   |
|---|---------------|---|---|---------------|---|
| 6 | 9             | Accounting Assistant Customer Accounting      | 6 | 430           | Vehicle Registration Support Representative |
| 6 | 2162          | Adjudication Representative                   | 7 | 807           | Administration Coordinator                  |
| 6 | 829           | Administrative Assistant Claims               | 7 | 124727        | Asset Protection Coordinator                |
| 6 | 466           | Administrative Assistant General              | 7 | 155           | Autoplan and Driver Services Representative |
| 6 | 487           | Administrative Assistant Information Services | 7 | 142           | Broker Enquiry Representative               |
| 6 | 825           | Administrative Assistant Litigation           | 7 | 366           | Claims Systems Support Representative       |
| 6 | 826           | Administrative Assistant Special Counsel      | 7 | 2071          | Client Service Representative               |
| 6 | 235689        | Autoplan Processing Support Services Rep III  | 7 | 94            | Commercial Customer Service Representative  |
| 6 | 159           | Broker Reconciliation Representative          | 7 | 166           | Commissions Accounting Assistant            |
| 6 | <u>294190</u> | <u>Clinical Advisory Administrator</u>        | 7 | 705           | Coordinator Mail Services Distribution      |
| 6 | 135073        | Corporate Customer Support Representative     | 7 | 992           | Corporate Disbursement Analyst              |
| 6 | 148849        | Corporate Project Assistant                   | 7 | 215           | Customer Contact Representative II          |
| 6 | 957           | Editing Administrator                         | 7 | 258601        | Customer Contact Representative II - DL     |
| 6 | 622           | Facilities Operations Coordinator             | 7 | 256726        | Customer Relations Representative           |
| 6 | 195349        | Finance Account Services Support Assistant    | 7 | 47            | Digital <u>Creative Coordinator</u>         |
| 6 | 143355        | Information & Privacy Administrator           | 7 | 106440        | Driver Examiner I                           |
| 6 | 98            | Legal Support Assistant                       | 7 | 221           | Finance Account Services Representative     |
| 6 | 815           | Licensing/Insurance Representative            | 7 | 267           | Forms Analyst                               |
| 6 | 378           | Operator II Print & Mail Services             | 7 | 193512        | Functional Analyst I                        |
| 6 | 112           | Payroll Administrator                         | 7 | 196385        | Glass Compliance & Support Representative   |
| 6 | 41            | Personnel Assistant                           | 7 | 277892        | Infrastructure Platform Administrator I     |
| 6 | 641           | Quality Control Analyst                       | 7 | 702           | Insurance Rating Analyst                    |
| 6 | 868           | Regional Salvage Assistant                    | 7 | 111177        | Inventory Analyst                           |
| 6 | 266335        | Remote Estimating Support Assistant           | 7 | 257290        | IT Asset Analyst                            |
| 6 | 2014          | Revenue Administration Reconciliation Clerk   | 7 | <u>906</u>    | <u>IT Service Desk Representative</u>       |
| 6 | 455           | Revenue Stock Representative                  | 7 | <u>403</u>    | <u>Legal Assistant Litigation</u>           |
| 6 | 443           | Salvage Technical Assistant                   | 7 | <u>74</u>     | <u>Legal Assistant Corporate Law</u>        |
| 6 | 504           | Supply Analyst I                              | 7 | <u>200324</u> | <u>Litigation Systems Support Assistant</u> |
| 6 | 347           | Tractor Trailer Driver                        | 7 | 964           | Payment Plan Services Representative        |

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

|   |               |  |   |               |   |
|---|---------------|--|---|---------------|---|
| 7 | 110           | Payroll Coordinator                                      | 8 | 494           | Learning <u>Coordinator</u>                       |
| 7 | 561           | Rehabilitation Benefits Assistant                        | 8 | 459           | Network Terminal Operator                         |
| 7 | 179614        | Reporting Analyst  | 8 | 549           | Operator III                                      |
| 7 | 242243        | Revenue Accounting Assistant                             | 8 | 160580        | Out of Province Salvage Expeditor                 |
| 7 | 2179          | Reviewing Officer  | 8 | 890           | Research Advisor                                  |
| 7 | 949           | Senior Autoplan Processing Support Services Rep          | 8 | 816           | Senior Licensing Insurance Representative         |
| 7 | 225758        | Senior Revenue Stock Representative                      | 8 | 270482        | Social Media Specialist                           |
| 7 | 2042          | Supervisor Client Records Services                       | 8 | 2077          | Stand Alone Driver Examiner                       |
| 7 | 277914        | Supplier Programs Coordinator                            | 8 | 121339        | Supervisor Administration                         |
| 7 | 187527        | Treasury Operations Analyst                              | 8 | 118           | Supervisor ADP Support Services                   |
| 7 | 552           | Unit Leader NOCC Handling                                | 8 | 2052          | Supervisor Client Information & Payments          |
| 7 | 171801        | Vehicle Services Coordinator                             | 8 | 246533        | Supervisor Customer Accounting Operations         |
| 8 | 507           | Accounting Assistant Corporate Accounting                | 8 | 36            | Supervisor Imaging Services                       |
| 8 | 633           | Autoplan Processing Support Services Trainer / Evaluator | 8 | 235691        | Supervisor Insurance Service Support              |
| 8 | 290068        | Benefit Analyst  | 8 | 2044          | Supervisor Licensing                              |
| 8 | 274653        | Broker Enquiry Representative II                         | 8 | 388           | Supervisor Print & Mail Services                  |
| 8 | 17            | Broker Relations Coordinator                             | 8 | 225361        | Supervisor Regional Salvage                       |
| 8 | 197723        | Claims Handling Adjuster                                 | 8 | 225           | Supervisor Support Unit                           |
| 8 | 137726        | Claims Recovery Representative                           | 8 | 922           | Supply Analyst II                                 |
| 8 | 413           | Compliance Auditor                                       | 8 | 281           | Systems Access Analyst                            |
| 8 | 247051        | Contract Analyst   | 8 | 571           | Technical Writer                                  |
| 8 | <u>289730</u> | <u>Copywriter</u>  | 8 | 233962        | Test Analyst                                      |
| 8 | 193600        | Corporate Project Analyst                                | 8 | 97            | User Analyst II                                   |
| 8 | 147703        | Customer Contact Representative III                      | 8 | 178352        | Vehicle Registration Support Technical Specialist |
| 8 | <u>106234</u> | <u>Customer Contact Representative III DL</u>            | 8 | 319           | Vehicle Settlement Representative                 |
| 8 | 800           | Customer Service Adjuster                                | 8 | <u>293906</u> | <u>Vendor Representative</u>                      |
| 8 | 2074          | Driver Examiner II                                       | 9 | 152395        | Accountant I                                      |
| 8 | 149933        | Electronic Document Analyst                              | 9 | <u>290069</u> | <u>Benefit Support Coordinator</u>                |
| 8 | 2025          | Finance Account Services Analyst                         | 9 | 730           | Business Analyst I                                |
| 8 | 100           | Graphic Designer   | 9 | 150031        | Business Insights Analyst I                       |
| 8 | 981           | Intersection Safety Camera Supervisor                    | 9 | 260475        | Call Centre Coordinator                           |

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

|   |               |   |    |               |   |
|---|---------------|---|----|---------------|---|
| 9 | 92            | Claims Adjuster                                   | 9  | 572           | Supervisor Broker Enquiry Unit                      |
| 9 | 673           | Coordinator Broker Compliance                     | 9  | 810           | Supervisor Claims Administration                    |
| 9 | 474           | Coordinator Finance Account Services              | 9  | 2072          | Supervisor Client Service Representatives           |
| 9 | 281197        | Coordinator Vendor Inquiry                        | 9  | 257708        | Supervisor Customer Accounts Receivable             |
| 9 | 263019        | Corporate Paralegal                               | 9  | 996           | Supervisor Customer Contact                         |
| 9 | 280025        | Data Visualization Analyst                        | 9  | 2076          | Supervisor Driver Examination Unit                  |
| 9 | 258015        | Digital Analytics Specialist                      | 9  | 162327        | Supervisor Driver Training Administration           |
| 9 | 258276        | Digital Content Writer                            | 9  | <u>177746</u> | Supervisor HR Administration                        |
| 9 | 258016        | Graphic Designer                                  | 9  | 282596        | Supervisor Payroll                                  |
| 9 | 2219          | Driver Training Technical Analyst                 | 9  | 2046          | Supervisor Violation Tickets                        |
| 9 | 245606        | Enterprise Content Management Analyst             | 9  | 195045        | Technology Financial Analyst II                     |
| 9 | 194356        | Facilities Operations Technician                  | 9  | 192959        | Web Content Specialist                              |
| 9 | 858           | Finance Operations Analyst                        | 9  | 209882        | Workforce Scheduling Analyst                        |
| 9 | 189386        | Functional Analyst II                             | 9  | 191150        | Workforce Technology Support Analyst                |
| 9 | 164359        | Instructor  | 10 | 904           | APSS Technical Operations Coordinator               |
| 9 | 1013          | Instructor Driver Examiners                       | 10 | 248267        | <u>Creative</u> Specialist                          |
| 9 | 164758        | Instructor Learning Services Claims               | 10 | 236279        | Broker Business Analyst                             |
| 9 | 141889        | IT Business Service Analyst                       | 10 | 260326        | Broker Inside Sales Representative                  |
| 9 | 1005          | IT Service Desk Analyst                           | 10 | 241769        | Broker Sales Analyst                                |
| 9 | 259794        | IT Service Operations Analyst                     | 10 | 741           | Business Analyst II                                 |
| 9 | 117671        | Legal Billing Representative                      | 10 | 249268        | Business Continuity Analyst                         |
| 9 | 228           | Legal Recovery Paralegal                          | 10 | 274552        | Business Systems Analyst                            |
| 9 | 248           | Operations Support Analyst                        | 10 | 248874        | Claims Adjuster Commercial                          |
| 9 | 406           | Paralegal   | 10 | <u>312559</u> | <u>Claims Resolution Specialist</u>                 |
| 9 | 249512        | Procedures Analyst                                | 10 | 234652        | Computer Aided Facilities Management System Analyst |
| 9 | <u>289765</u> | <u>Producer</u>                                   | 10 | 234537        | Coordinator Driving School Inspectors               |
| 9 | 859           | Product Analyst                                   | 10 | 277249        | Customer Recovery Specialist                        |
| 9 | 274316        | QA Analyst  | 10 | 248873        | Customer Claims Specialist                          |
| 9 | 68            | Senior Commercial Customer Service Representative | 10 | 763           | Desktop Support Analyst                             |
| 9 | 111176        | Senior Inventory Analyst                          | 10 | 275410        | Digital Communications Specialist                   |
| 9 | 161877        | Specialty Vehicle Program Coordinator             | 10 | 116904        | Driver Education Programs Advisor                   |
| 9 | 2178          | Supervisor Adjudication                           | 10 | 2140          | Driver Licensing Information Coordinator            |

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

|           |               |   |           |               |  |
|-----------|---------------|---|-----------|---------------|--|
| 10        | 107235        | Driving School Inspector                          | 11        | 152396        | Accountant II  |
| 10        | 248692        | Environmental Sustainability Specialist           | 11        | 204108        | Accountant II Banking Operations                       |
| 10        | 947           | Estimator   | 11        | 693           | Associate Database Administrator                       |
| 10        | 512           | Finance Services Analyst                          | 11        | 187243        | Associate Information Security Analyst                 |
| 10        | 252405        | Fleet Safety Coordinator                          | 11        | 724           | Associate Systems Analyst                              |
| 10        | 259683        | Identity and Access Analyst                       | 11        | 112334        | Business Analyst III                                   |
| 10        | 680           | Infrastructure Platform Administrator II          | 11        | 179615        | Business Insights Analyst II                           |
| 10        | 285           | IS Standards Analyst                              | 11        | 196214        | Coordinator Data Centre Facilities & Disaster Recovery |
| 10        | 646           | Marketing Communications Specialist               | 11        | 570           | Corporate Information Analyst II                       |
| 10        | 108862        | Material Damage Systems & Development Coordinator | 11        | 280677        | Data Architect   |
| 10        | 569           | Operator IV                                       | 11        | 280675        | Data Engineer  |
| 10        | 722           | Programmer Analyst III                            | 11        | 280673        | Data Visualization Analyst - Intermediate              |
| 10        | 142683        | Return to Work Coordinator                        | 11        | 274758        | Developer  |
| 10        | 259687        | Security Operations Analyst                       | 11        | 655           | Education Technology Coordinator                       |
| 10        | 192027        | Senior Broker Compliance Auditor                  | <u>11</u> | <u>297820</u> | <u>Environmental Programs Specialist</u>               |
| 10        | 247052        | Senior Contract Analyst                           | 11        | 117837        | Estimator - Specialty Vehicles                         |
| 10        | 136723        | Senior Electronic Document Analyst                | 11        | 70            | <u>Fair Practice</u> Advisor                           |
| 10        | 660           | Senior Forms Analyst                              | 11        | 193513        | Functional Analyst III                                 |
| 10        | 990           | Senior IT Services Analyst                        | 11        | 226761        | Health & Safety Specialist                             |
| 10        | 480           | Senior Systems Programmer                         | 11        | 985           | Information Analyst II                                 |
| 10        | 233961        | Senior Test Analyst                               | 11        | 174777        | Instructor II  |
| 10        | 30            | Storage Administrator                             | 11        | 6             | Insurance Analyst                                      |
| 10        | 2080          | Supervisor Driver Examiners                       | 11        | 235244        | Interaction Designer                                   |
| 10        | 2079          | Supervisor Driver Licensing Centre                | <u>11</u> | <u>297774</u> | <u>Learning Analyst</u>                                |
| 10        | 149932        | Supervisor Graphic Design                         | <u>11</u> | <u>297740</u> | <u>Learning Specialist</u>                             |
| 10        | 796           | Supervisor Prorate Licensing                      | 11        | 257291        | IT Asset Coordinator                                   |
| 10        | 225751        | Supervisor Revenue Stock Operations               | 11        | 2038          | Policy Advisor   |
| 10        | 195604        | Supervisor Salvage                                | 11        | 725           | Programmer Analyst IV                                  |
| 10        | 940           | Supervisor Telephone Claims                       | 11        | 274318        | QA Analyst - Intermediate                              |
| 10        | 488           | Supervisor Vehicle Registration Support           | 11        | 236423        | Rating Engine Analyst II                               |
| 10        | 281876        | Supervisor Legal Recovery Unit                    | <u>11</u> | <u>300339</u> | <u>Recovery Policy Analyst</u>                         |
| <u>10</u> | <u>289241</u> | <u>Support &amp; Recovery Specialist</u>          | 11        | 950           | Research Project Advisor                               |
| 10        | 258023        | Technical Support Specialist                      | 11        | 265976        | Senior Corporate Project Analyst                       |

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

|           |        |   |           |               |   |
|-----------|--------|---|-----------|---------------|---|
| 11        | 441    | Senior Facilities Planner                   | 12        | 884           | Senior Operations Support Analyst                           |
| 11        | 885    | Senior Information Officer                  | 12        | 919           | Senior Storage Administrator                                |
| 11        | 182386 | Senior Problem & Change<br>Coordinator      | 12        | 277264        | Senior Customer Recovery Specialist                         |
| 11        | 921    | Senior Supply Analyst                       | <u>12</u> | <u>289261</u> | <u>Senior Support &amp; Recovery Specialist</u>             |
| 11        | 225909 | Specialty Vehicle Underwriter               | 12        | 170862        | Strategic Sourcing Analyst                                  |
| 11        | 687    | Supervisor Material Damage                  | <u>12</u> | <u>304036</u> | <u>Supervisor Health &amp; Safety</u>                       |
| 11        | 231599 | Supervisor Personal Insurance               | 12        | 14            | Supervisor Commercial Customer<br>Service                   |
| 11        | 109477 | Technology Planner                          | 12        | 727           | Systems Analyst   |
| 11        | 282327 | User Experience Designer                    | 12        | 479           | Technical Specialist  |
| 11        | 276616 | Vehicle Registration &<br>Licensing Analyst | 12        | 458           | Technology Infrastructure Analyst                           |
| 11        | 194354 | Workforce Forecasting Analyst               | 12        | 879           | Telecommunications Voice &<br>Workstation Design Analyst IV |
| 12        | 274553 | Business Systems Analyst -<br>Intermediate  | 12        | 235243        | User Experience Analyst                                     |
| 12        | 1019   | Broker Account Representative               | 12        | 191149        | Workforce Technology Analyst                                |
| 12        | 227372 | Broker Services Analyst                     | 13        | 152397        | Accountant III  |
| 12        | 230952 | Claims Reporting Analyst                    | <u>13</u> | <u>289262</u> | <u>Advanced Support &amp; Recovery<br/>Specialist</u>       |
| 12        | 248869 | Claims Specialist                           | 13        | 139286        | Business Intelligence Specialist                            |
| 12        | 117379 | Commercial Account<br>Representative        | 13        | 274539        | Business Systems Analyst - Senior                           |
| 12        | 353    | Commercial Claims Appraiser                 | 13        | 354           | Claims Examiner - Commercial                                |
| 12        | 219417 | Competitive Intelligence<br>Analyst         | 13        | 280639        | Data Architect - Intermediate                               |
| 12        | 476    | Corporate Information Analyst<br>III        | 13        | 280676        | Data Engineer - Intermediate                                |
| 12        | 103    | Customer Insights Analyst                   | 13        | 246825        | Data Integration Analyst                                    |
| 12        | 478    | Database Administrator                      | 13        | 280674        | Data Visualization Analyst - Senior                         |
| 12        | 274759 | Developer - Intermediate                    | 13        | 274780        | Developer - Senior  |
|           |        |   | 13        | 274319        | QA Analyst - Senior   |
| 12        | 227028 | Facilities Project Planner                  | 13        | 234251        | Senior Business Analytics Analyst                           |
| 12        | 223319 | Finance Services Advisor                    | 13        | 150032        | Senior Business Intelligence Analyst                        |
| 12        | 259685 | Identity and Access Design<br>Specialist    | 13        | 325           | Senior Claims Specialist                                    |
| 12        | 798    | Information Security Analyst                | 13        | 751           | Senior Database Administrator                               |
| 12        | 774    | Material Damage Research<br>Coordinator     | 13        | 155706        | Senior End To End Architect                                 |
| 12        | 281669 | MD Account Representative                   | 13        | 266333        | Senior Facilities Operations Specialist                     |
| 12        | 999    | Programmer Analyst V                        | 13        | 146284        | Senior Functional Analyst                                   |
| <u>12</u> | 101    | Road Safety & Community<br>Coordinator      | 13        | 920           | Senior Infrastructure Architect                             |
| 12        | 914    | Senior Business Analyst                     | 13        | 497           | Senior Insurance Analyst                                    |

# APPENDIX A

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

|    |        |   |    |        |   |
|----|--------|---|----|--------|---|
| 13 | 137033 | Senior Programmer Analyst                   | 13 | 276617 | Senior Vehicle Registration & Licensing Analyst |
| 13 | 236424 | Senior Rating Engine Analyst                | 13 | 181315 | Supervisor Commercial Claims Appraiser          |
| 13 | 723    | Senior Systems Analyst Information Services | 13 | 266334 | Supervisor Facilities Projects and Planning     |
| 13 | 472    | Senior Technical Specialist                 | 13 | 272274 | Supervisor Underwriting Services                |
| 13 | 195085 | Senior Technology Planner                   |    |        |   |
| 13 | 280    | Senior Telecommunications Network Analyst   |    |        |   |

During the life of this Collective Agreement, any errors or omissions found in Appendix "A" will be amended by the Parties through letter of agreement.

**For the Union**

Trevor Hansen

Date: June 2, 2023

**For the Corporation**

Jennifer Walker

Date: June 2, 2023

# **APPENDIX B SALARY GRID**

**SALARY STRUCTURE**

**Effective Date: July 01, 2022**

| <b>Salary Group</b> | <b>1</b>    | <b>2</b>    | <b>3</b>    | <b>4</b>    | <b>5</b>    |
|---------------------|-------------|-------------|-------------|-------------|-------------|
| 1 Annual            |             |             |             |             |             |
| Monthly             |             |             |             |             |             |
| Bi-weekly           |             |             |             |             |             |
| hourly              |             |             |             |             |             |
| 2 Annual            |             |             |             |             |             |
| Monthly             |             |             |             |             |             |
| Bi-weekly           |             |             |             |             |             |
| hourly              |             |             |             |             |             |
| 3 Annual            | \$38,438.40 |             | \$41,314.00 |             | \$44,426.20 |
| Monthly             | \$3,203.20  |             | \$3,442.83  |             | \$3,702.18  |
| Bi-weekly           | \$1,478.40  |             | \$1,589.00  |             | \$1,708.70  |
| hourly              | \$21.12     |             | \$22.70     |             | \$24.41     |
| 4 Annual            | \$41,314.00 |             | \$44,426.20 |             | \$47,775.00 |
| Monthly             | \$3,442.83  |             | \$3,702.18  |             | \$3,981.25  |
| Bi-weekly           | \$1,589.00  |             | \$1,708.70  |             | \$1,837.50  |
| hourly              | \$22.70     |             | \$24.41     |             | \$26.25     |
| 5 Annual            | \$44,462.60 | \$46,118.80 | \$47,811.40 | \$49,595.00 | \$51,433.20 |
| Monthly             | \$3,705.22  | \$3,843.23  | \$3,984.28  | \$4,132.92  | \$4,286.10  |
| Bi-weekly           | \$1,710.10  | \$1,773.80  | \$1,838.90  | \$1,907.50  | \$1,978.20  |
| hourly              | \$24.43     | \$25.34     | \$26.27     | \$27.25     | \$28.26     |
| 6 Annual            | \$47,811.40 | \$49,595.00 | \$51,433.20 | \$53,417.00 | \$55,491.80 |
| Monthly             | \$3,984.28  | \$4,132.92  | \$4,286.10  | \$4,451.42  | \$4,624.32  |
| Bi-weekly           | \$1,838.90  | \$1,907.50  | \$1,978.20  | \$2,054.50  | \$2,134.30  |
| hourly              | \$26.27     | \$27.25     | \$28.26     | \$29.35     | \$30.49     |
| 7 Annual            | \$51,433.20 | \$53,417.00 | \$55,491.80 | \$57,566.60 | \$59,750.60 |
| Monthly             | \$4,286.10  | \$4,451.42  | \$4,624.32  | \$4,797.22  | \$4,979.22  |
| Bi-weekly           | \$1,978.20  | \$2,054.50  | \$2,134.30  | \$2,214.10  | \$2,298.10  |
| hourly              | \$28.26     | \$29.35     | \$30.49     | \$31.63     | \$32.83     |
| 8 Annual            | \$56,656.60 | \$58,749.60 | \$60,988.20 | \$63,354.20 | \$65,847.60 |
| Monthly             | \$4,721.38  | \$4,895.80  | \$5,082.35  | \$5,279.52  | \$5,487.30  |
| Bi-weekly           | \$2,179.10  | \$2,259.60  | \$2,345.70  | \$2,436.70  | \$2,532.60  |
| hourly              | \$31.13     | \$32.28     | \$33.51     | \$34.81     | \$36.18     |

|           |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-------------|
| 9 Annual  | \$60,988.20 | \$63,354.20 | \$65,847.60 | \$68,395.60 | \$71,143.80 |
| Monthly   | \$5,082.35  | \$5,279.52  | \$5,487.30  | \$5,699.63  | \$5,928.65  |
| Bi-weekly | \$2,345.70  | \$2,436.70  | \$2,532.60  | \$2,630.60  | \$2,736.30  |
| hourly    | \$33.51     | \$34.81     | \$36.18     | \$37.58     | \$39.09     |
| 10 Annual | \$65,847.60 | \$68,395.60 | \$71,143.80 | \$73,983.00 | \$76,876.80 |
| Monthly   | \$5,487.30  | \$5,699.63  | \$5,928.65  | \$6,165.25  | \$6,406.40  |
| Bi-weekly | \$2,532.60  | \$2,630.60  | \$2,736.30  | \$2,845.50  | \$2,956.80  |
| hourly    | \$36.18     | \$37.58     | \$39.09     | \$40.65     | \$42.24     |
| 11 Annual | \$72,163.00 | \$75,056.80 | \$77,968.80 | \$81,135.60 | \$84,338.80 |
| Monthly   | \$6,013.58  | \$6,254.73  | \$6,497.40  | \$6,761.30  | \$7,028.23  |
| Bi-weekly | \$2,775.50  | \$2,886.80  | \$2,998.80  | \$3,120.60  | \$3,243.80  |
| hourly    | \$39.65     | \$41.24     | \$42.84     | \$44.58     | \$46.34     |
| 12 Annual | \$77,968.80 | \$81,135.60 | \$84,338.80 | \$87,760.40 | \$91,327.60 |
| Monthly   | \$6,497.40  | \$6,761.30  | \$7,028.23  | \$7,313.37  | \$7,610.63  |
| Bi-weekly | \$2,998.80  | \$3,120.60  | \$3,243.80  | \$3,375.40  | \$3,512.60  |
| hourly    | \$42.84     | \$44.58     | \$46.34     | \$48.22     | \$50.18     |
| 13 Annual | \$84,338.80 | \$87,760.40 | \$91,327.60 | \$95,004.00 | \$98,789.60 |
| Monthly   | \$7,028.23  | \$7,313.37  | \$7,610.63  | \$7,917.00  | \$8,232.47  |
| Bi-weekly | \$3,243.80  | \$3,375.40  | \$3,512.60  | \$3,654.00  | \$3,799.60  |
| hourly    | \$46.34     | \$48.22     | \$50.18     | \$52.20     | \$54.28     |

**SALARY STRUCTURE**

**Effective Date: July 01, 2023**

| <b>Salary Group</b> | <b>1</b>    | <b>2</b>    | <b>3</b>    | <b>4</b>    | <b>5</b>    |
|---------------------|-------------|-------------|-------------|-------------|-------------|
| 1 Annual            |             |             |             |             |             |
| Monthly             |             |             |             |             |             |
| Bi-weekly           |             |             |             |             |             |
| hourly              |             |             |             |             |             |
| 2 Annual            |             |             |             |             |             |
| Monthly             |             |             |             |             |             |
| Bi-weekly           |             |             |             |             |             |
| hourly              |             |             |             |             |             |
| 3 Annual            | \$41,041.00 |             | \$44,098.60 |             | \$47,429.20 |
| Monthly             | \$3,420.08  |             | \$3,674.88  |             | \$3,952.43  |
| Bi-weekly           | \$1,578.50  |             | \$1,696.10  |             | \$1,824.20  |
| hourly              | \$22.55     |             | \$24.23     |             | \$26.06     |
| 4 Annual            | \$44,098.60 |             | \$47,429.20 |             | \$50,996.40 |
| Monthly             | \$3,674.88  |             | \$3,952.43  |             | \$4,249.70  |
| Bi-weekly           | \$1,696.10  |             | \$1,824.20  |             | \$1,961.40  |
| hourly              | \$24.23     |             | \$26.06     |             | \$28.02     |
| 5 Annual            | \$47,465.60 | \$49,231.00 | \$51,032.80 | \$52,943.80 | \$54,909.40 |
| Monthly             | \$3,955.47  | \$4,102.58  | \$4,252.73  | \$4,411.98  | \$4,575.78  |
| Bi-weekly           | \$1,825.60  | \$1,893.50  | \$1,962.80  | \$2,036.30  | \$2,111.90  |
| hourly              | \$26.08     | \$27.05     | \$28.04     | \$29.09     | \$30.17     |
| 6 Annual            | \$51,032.80 | \$52,943.80 | \$54,909.40 | \$57,020.60 | \$59,241.00 |
| Monthly             | \$4,252.73  | \$4,411.98  | \$4,575.78  | \$4,751.72  | \$4,936.75  |
| Bi-weekly           | \$1,962.80  | \$2,036.30  | \$2,111.90  | \$2,193.10  | \$2,278.50  |
| hourly              | \$28.04     | \$29.09     | \$30.17     | \$31.33     | \$32.55     |
| 7 Annual            | \$54,909.40 | \$57,020.60 | \$59,241.00 | \$61,461.40 | \$63,791.00 |
| Monthly             | \$4,575.78  | \$4,751.72  | \$4,936.75  | \$5,121.78  | \$5,315.92  |
| Bi-weekly           | \$2,111.90  | \$2,193.10  | \$2,278.50  | \$2,363.90  | \$2,453.50  |
| hourly              | \$30.17     | \$31.33     | \$32.55     | \$33.77     | \$35.05     |
| 8 Annual            | \$60,478.60 | \$62,717.20 | \$65,101.40 | \$67,631.20 | \$70,288.40 |
| Monthly             | \$5,039.88  | \$5,226.43  | \$5,425.12  | \$5,635.93  | \$5,857.37  |
| Bi-weekly           | \$2,326.10  | \$2,412.20  | \$2,503.90  | \$2,601.20  | \$2,703.40  |
| hourly              | \$33.23     | \$34.46     | \$35.77     | \$37.16     | \$38.62     |

|           |             |             |             |              |              |
|-----------|-------------|-------------|-------------|--------------|--------------|
| 9 Annual  | \$65,101.40 | \$67,631.20 | \$70,288.40 | \$73,018.40  | \$75,948.60  |
| Monthly   | \$5,425.12  | \$5,635.93  | \$5,857.37  | \$6,084.87   | \$6,329.05   |
| Bi-weekly | \$2,503.90  | \$2,601.20  | \$2,703.40  | \$2,808.40   | \$2,921.10   |
| hourly    | \$35.77     | \$37.16     | \$38.62     | \$40.12      | \$41.73      |
| 10 Annual | \$70,288.40 | \$73,018.40 | \$75,948.60 | \$78,969.80  | \$82,063.80  |
| Monthly   | \$5,857.37  | \$6,084.87  | \$6,329.05  | \$6,580.82   | \$6,838.65   |
| Bi-weekly | \$2,703.40  | \$2,808.40  | \$2,921.10  | \$3,037.30   | \$3,156.30   |
| hourly    | \$38.62     | \$40.12     | \$41.73     | \$43.39      | \$45.09      |
| 11 Annual | \$77,040.60 | \$80,116.40 | \$83,228.60 | \$86,613.80  | \$90,035.40  |
| Monthly   | \$6,420.05  | \$6,676.37  | \$6,935.72  | \$7,217.82   | \$7,502.95   |
| Bi-weekly | \$2,963.10  | \$3,081.40  | \$3,201.10  | \$3,331.30   | \$3,462.90   |
| hourly    | \$42.33     | \$44.02     | \$45.73     | \$47.59      | \$49.47      |
| 12 Annual | \$83,228.60 | \$86,613.80 | \$90,035.40 | \$93,675.40  | \$97,497.40  |
| Monthly   | \$6,935.72  | \$7,217.82  | \$7,502.95  | \$7,806.28   | \$8,124.78   |
| Bi-weekly | \$3,201.10  | \$3,331.30  | \$3,462.90  | \$3,602.90   | \$3,749.90   |
| hourly    | \$45.73     | \$47.59     | \$49.47     | \$51.47      | \$53.57      |
| 13 Annual | \$90,035.40 | \$93,675.40 | \$97,497.40 | \$101,410.40 | \$105,450.80 |
| Monthly   | \$7,502.95  | \$7,806.28  | \$8,124.78  | \$8,450.87   | \$8,787.57   |
| Bi-weekly | \$3,462.90  | \$3,602.90  | \$3,749.90  | \$3,900.40   | \$4,055.80   |
| hourly    | \$49.47     | \$51.47     | \$53.57     | \$55.72      | \$57.94      |

**SALARY STRUCTURE**

**Effective Date: July 01, 2024**

| <b>Salary Group</b> | <b>1</b>    | <b>2</b>    | <b>3</b>    | <b>4</b>    | <b>5</b>    |
|---------------------|-------------|-------------|-------------|-------------|-------------|
| 1 Annual            |             |             |             |             |             |
| Monthly             |             |             |             |             |             |
| Bi-weekly           |             |             |             |             |             |
| hourly              |             |             |             |             |             |
| 2 Annual            |             |             |             |             |             |
| Monthly             |             |             |             |             |             |
| Bi-weekly           |             |             |             |             |             |
| hourly              |             |             |             |             |             |
| 3 Annual            | \$42,278.60 |             | \$45,427.20 |             | \$48,848.80 |
| Monthly             | \$3,523.22  |             | \$3,785.60  |             | \$4,070.73  |
| Bi-weekly           | \$1,626.10  |             | \$1,747.20  |             | \$1,878.80  |
| hourly              | \$23.23     |             | \$24.96     |             | \$26.84     |
| 4 Annual            | \$45,427.20 |             | \$48,848.80 |             | \$52,525.20 |
| Monthly             | \$3,785.60  |             | \$4,070.73  |             | \$4,377.10  |
| Bi-weekly           | \$1,747.20  |             | \$1,878.80  |             | \$2,020.20  |
| hourly              | \$24.96     |             | \$26.84     |             | \$28.86     |
| 5 Annual            | \$48,885.20 | \$50,705.20 | \$52,561.60 | \$54,527.20 | \$56,565.60 |
| Monthly             | \$4,073.77  | \$4,225.43  | \$4,380.13  | \$4,543.93  | \$4,713.80  |
| Bi-weekly           | \$1,880.20  | \$1,950.20  | \$2,021.60  | \$2,097.20  | \$2,175.60  |
| hourly              | \$26.86     | \$27.86     | \$28.88     | \$29.96     | \$31.08     |
| 6 Annual            | \$52,561.60 | \$54,527.20 | \$56,565.60 | \$58,731.40 | \$61,024.60 |
| Monthly             | \$4,380.13  | \$4,543.93  | \$4,713.80  | \$4,894.28  | \$5,085.38  |
| Bi-weekly           | \$2,021.60  | \$2,097.20  | \$2,175.60  | \$2,258.90  | \$2,347.10  |
| hourly              | \$28.88     | \$29.96     | \$31.08     | \$32.27     | \$33.53     |
| 7 Annual            | \$56,565.60 | \$58,731.40 | \$61,024.60 | \$63,299.60 | \$65,702.00 |
| Monthly             | \$4,713.80  | \$4,894.28  | \$5,085.38  | \$5,274.97  | \$5,475.17  |
| Bi-weekly           | \$2,175.60  | \$2,258.90  | \$2,347.10  | \$2,434.60  | \$2,527.00  |
| hourly              | \$31.08     | \$32.27     | \$33.53     | \$34.78     | \$36.10     |
| 8 Annual            | \$62,298.60 | \$64,591.80 | \$67,048.80 | \$69,651.40 | \$72,399.60 |
| Monthly             | \$5,191.55  | \$5,382.65  | \$5,587.40  | \$5,804.28  | \$6,033.30  |
| Bi-weekly           | \$2,396.10  | \$2,484.30  | \$2,578.80  | \$2,678.90  | \$2,784.60  |
| hourly              | \$34.23     | \$35.49     | \$36.84     | \$38.27     | \$39.78     |
| 9 Annual            | \$67,048.80 | \$69,651.40 | \$72,399.60 | \$75,202.40 | \$78,223.60 |
| Monthly             | \$5,587.40  | \$5,804.28  | \$6,033.30  | \$6,266.87  | \$6,518.63  |
| Bi-weekly           | \$2,578.80  | \$2,678.90  | \$2,784.60  | \$2,892.40  | \$3,008.60  |
| hourly              | \$36.84     | \$38.27     | \$39.78     | \$41.32     | \$42.98     |

|    |           |             |             |              |              |              |
|----|-----------|-------------|-------------|--------------|--------------|--------------|
| 10 | Annual    | \$72,399.60 | \$75,202.40 | \$78,223.60  | \$81,335.80  | \$84,520.80  |
|    | Monthly   | \$6,033.30  | \$6,266.87  | \$6,518.63   | \$6,777.98   | \$7,043.40   |
|    | Bi-weekly | \$2,784.60  | \$2,892.40  | \$3,008.60   | \$3,128.30   | \$3,250.80   |
|    | hourly    | \$39.78     | \$41.32     | \$42.98      | \$44.69      | \$46.44      |
| 11 | Annual    | \$79,352.00 | \$82,518.80 | \$85,722.00  | \$89,216.40  | \$92,729.00  |
|    | Monthly   | \$6,612.67  | \$6,876.57  | \$7,143.50   | \$7,434.70   | \$7,727.42   |
|    | Bi-weekly | \$3,052.00  | \$3,173.80  | \$3,297.00   | \$3,431.40   | \$3,566.50   |
|    | hourly    | \$43.60     | \$45.34     | \$47.10      | \$49.02      | \$50.95      |
| 12 | Annual    | \$85,722.00 | \$89,216.40 | \$92,729.00  | \$96,478.20  | \$100,427.60 |
|    | Monthly   | \$7,143.50  | \$7,434.70  | \$7,727.42   | \$8,039.85   | \$8,368.97   |
|    | Bi-weekly | \$3,297.00  | \$3,431.40  | \$3,566.50   | \$3,710.70   | \$3,862.60   |
|    | hourly    | \$47.10     | \$49.02     | \$50.95      | \$53.01      | \$55.18      |
| 13 | Annual    | \$92,729.00 | \$96,478.20 | \$100,427.60 | \$104,449.80 | \$108,617.60 |
|    | Monthly   | \$7,727.42  | \$8,039.85  | \$8,368.97   | \$8,704.15   | \$9,051.47   |
|    | Bi-weekly | \$3,566.50  | \$3,710.70  | \$3,862.60   | \$4,017.30   | \$4,177.60   |
|    | hourly    | \$50.95     | \$53.01     | \$55.18      | \$57.39      | \$59.68      |

## APPENDIX C

### DELETED OR MOVED LETTERS OF UNDERSTANDING

| <u>Letter No.</u> | <u>Letter of Understanding re:</u>   | <u>Notes</u>  | <u>Date</u>         |
|-------------------|--|---|---------------------|
| D-7               | Claims Adjuster Trainees   | Deleted   | May 9, 2016         |
| LOU 21            | Compliance Operations and Motor Carrier Return Job Posting Rights  | Deleted   | May 25, 2020        |
| LOU 10            | Gainsharing  | Deleted   | May 25, 2020        |
| LOU 15            | Programmer Analyst Development Program<br>Application Systems Development Department                     | Deleted   | May 25, 2020        |
| LOU 16            | Material damage Development Program  | Deleted   | May 25, 2020        |
| LOU 31            | Economic Stability Dividend  | Deleted   | May 25, 2020        |
| <u>LOU 12</u>     | Acting Appointments – Claims Adjusting Hierarchy   | Deleted   | June 2, 2023        |
| LOU 4             | Corporation Sponsored Events   | <u>Incorporated into Article 20</u>                   | June 2, 2023        |
| LOU 8             | Return of Employees who Were Formerly Members of the Bargaining Unit to Positions in the Bargaining Unit | <u>Incorporated into Article 7</u>                    | June 2, 2023        |
| <u>LOU 11</u>     | <u>Regional Definitions</u>  | <u>Incorporated into Article 8</u>                    | <u>June 2, 2023</u> |
| LOU 29            | Retiree-Paid, Enhanced Post-Retirement Benefits  | <u>Renumbered to LOU 16</u>                           | June 2, 2023        |
| <u>LOU 1</u>      | <u>Four-Day Week – Claims Contact Centre</u>   | <u>Moved into Appendix F &amp; Renamed to LOU F-1</u> | <u>June 2, 2023</u> |
| <u>LOU 3</u>      | <u>Four-Day Week Centralized Estimating Facility</u>   | <u>Moved into Appendix F &amp; Renamed to LOU F-2</u> | <u>June 2, 2023</u> |

|               |  |   |              |
|---------------|--|---|--------------|
| <u>LOU 27</u> | Four-Day Work Week Broker Enquiry Unit | <u>Moved into Appendix F &amp; Renamed to LOU F-3</u> | June 2, 2023 |
|---------------|--|---|--------------|

## **APPENDIX D**

### **LETTERS OF UNDERSTANDING - TRAINEES**

## LETTER OF UNDERSTANDING RE: ESTIMATOR TRAINEES

### 1. Internal Selections

Estimator Trainees selected from within the bargaining unit will be entitled to all the provisions of the Collective Agreement during the twelve (12) month training period. Salary progression during this period will be as follows:

- (i) Unless otherwise provided for in the Collective Agreement, no employee entering the programme will receive a salary in excess of Step 5 of Salary Group 10. Selected incumbents whose salary is in excess of Step 5 of Salary Group 9 will receive no increments (as described below) for the duration of the twelve (12) month training programme. The employee's length of service date will be adjusted to reflect the date of entry into the training programme.
- (ii) Internally selected incumbents not covered by paragraph i) preceding will have their salary increased by a pro-rata portion of their next length of service increase, or will be paid a minimum of Step 1 of Salary Group 8 (as defined in Appendix "B" of the Collective Agreement), whichever is greater. The employee's length of service date will be adjusted to reflect the date of entry into the training programme.
- (iii) Upon successful completion of six (6) months of the training programme, incumbents will advance to Step 1 of Salary Group 9 (as defined in Appendix "B" of the Collective Agreement), or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of step 5 of Salary Group 9).
- (iv) Upon successful completion of the twelve (12) month training programme, incumbents will be classified as Estimators and will advance to Step 1 of Salary Group 10 (as defined in Appendix "B" of the Collective Agreement), or will be paid at their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 10). Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06 of the Collective Agreement.

## 2. **Outside Hires**

Estimator Trainees hired from outside the bargaining unit will be entitled to all of the provisions of the Collective Agreement, except as amended by the following provisions:

The Corporation may advance the point at which trainees enter the programme in recognition of directly relevant job experience.

The probation period for new hires who receive credit toward an advanced entry point into the training programme will be reduced by an amount equivalent to the advanced entry credit, subject to a minimum probation period of six (6) months.

### (a) **Definition and Benefit Limitations**

New hires shall be considered probationary for a period of twelve (12) months, and during such probationary period the following benefit limitations shall apply:

- (i) shall not attain seniority until completion of the probationary period;
- (ii) may be terminated during their probationary period with:
  - five (5) days' notice or pay in lieu of notice if the employee has sixty (60) paid days or less of employment with the Corporation.
  - ten (10) days' notice or pay in lieu of notice if the employee has more than sixty (60) paid days of employment with the Corporation.
- (iii) shall not be entitled to benefits under Technological and Procedural Change.
- (iv) shall not be eligible to apply for other positions within the bargaining unit unless otherwise mutually agreed by the parties.
- (v) shall be eligible for all welfare benefits as set out in the Collective Agreement, upon completion of three (3) months or sixty (60) paid days, whichever shall last occur.

### (b) **Salary Progression of Outside Hires**

Outside hires will start at Step 1 of Salary Group 8 (in Appendix "B" of the Collective Agreement), and will progress to Step 1 of Salary Group 9 after successful completion of the initial six (6) months of the training programme and; to Step 1 of Salary Group 10 after successful completion of the training programme. Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06.

### 3. **Orientation and Training**

The Corporation will provide the Estimator Trainee with a formal orientation and training programme which will involve classroom instruction, and on-the-job instruction and orientation of at least six (6) months in duration.

### 4. **Recruitment and Placement**

The Corporation will post Estimator vacancies as Estimator jobs. In cases where the Corporation will accept trainee applicants, such will be stated on the posting notice. In these instances, the Corporation will accept applicants on the basis of trainees prior to considering outside applicants.

The Corporation will give preference in selection and in choice of location to fully qualified applicants prior to recruiting a trainee to a given location.

During the period of training, trainees will be assigned to locations which have the facilities necessary to support the training programme.

A trainee who is assigned to a location becomes the employee of record for potential permanent assignment to that headquarters upon completion of the training programme.

Estimator vacancies will be first posted as Estimator positions prior to assigning the trainee to a location that is different from their original assigned headquarters.

Unless otherwise agreed by the parties, Estimator Trainees will not be eligible to apply for lateral transfers, or for other posted positions, during the period they are classified as trainees.

Upon successful completion of the aforementioned training programme, Estimator Trainees will be classified to the position of Estimator.

All salary rates and salary progression processes described herein are based on the currently established job classifications and salary structure and may be subject to revision by the parties in the event of changes to either of these factors.

#### **For the Union**

D.B. McPherson

Date: July 13, 1994

Revised: February 2, 2018

#### **For the Corporation**

D.E. Thomas

Date: July 13, 1994

**APPENDIX E**  
**LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING  
RE: ORGANIZATION TITLE CHANGES**

In keeping with nomenclature presently in use at the Corporation, the following definitions will apply for the application of Article 8 and Article 9:

Department is defined as the organizational unit reporting to the first level of line management with the following exceptions:

- i) Driver Services Centres, Claim Centres and Claims Branch Offices will be deemed departments.
- ii) Organizational units in a single headquarters performing the same work, which for the purposes of span of control have broken into several units, will be deemed a single department.

Divisions are:

Insurance  
Claims Customer and MD Services  
Claims Injury & Legal Services  
Customer Experience & Public Affairs  
Driver Licensing & Corporate Affairs  
Finance  
Information Services  
Human Resources

**For the Union**

**For the Corporation**

D.B. McPherson

D.E. Thomas

Date: June 23, 1998

Date: June 23, 1998

Revised: July 20, 1999, June 2, 2023

## LETTER OF UNDERSTANDING RE: CO-OPERATIVE EDUCATION STUDENTS

The parties agree to the hiring of students who are participating in a co-operative education program. Such students will be subject to the conditions set out below. Students hired under the terms of this letter will be enrolled in post-secondary studies, and will be engaged in work activities in various departments and divisions which lead to entry level positions within the Corporation.

1. All students will become and remain members of the Union for the term of their employment with the Corporation.
2. The Corporation will provide the Union with a monthly list of new Co-op student hires in accordance with its obligations under Article 1.04.
3. Student projects will normally be for a three (3) to four (4) month period and on occasion may elect consecutive work terms.
4. Students will receive salary treatment in accordance with the following schedule. Students will be paid on an hourly basis, and will receive 11.2% of gross earnings with each pay period in lieu of statutory holiday and annual vacation leave. Students will not be covered by any of the welfare benefits set out in the Collective Agreement and will not receive compensation in lieu thereof.
5. The Corporation will not utilize Students to reduce or replace the number of full time or part time regular positions. No student will be employed, or will be continue to be employed, if this would result in a layoff or failure to recall a qualified employee.

Co-operative Education Students in the Information Services Department shall be limited to no more than one-hundred (100) students in any calendar year and paid as follows:

### First Work Term

Step 1 of Salary Group 8.

### Second Work Term

Step 2 of Salary Group 8.

### Third Work Term

Step 3 of Salary Group 8.

### Fourth Work Term

Step 4 of Salary Group 8.

**Fifth Work Term**

Step 5 of Salary Group 8.

Co-operative Education Students in all other areas of the Corporation shall be limited to no more than thirty (30) students in any calendar year and paid as follows:

**First Work Term**

Step 1 of Salary Group 5

**Second Work Term**

Step 2 of Salary Group 5

**Third Work Term**

Step 3 of Salary Group 5

**Fourth Work Term**

Step 4 of Salary Group 5

**Fifth Work Term**

Step 5 of Salary Group 5

**For the Union**

R. Tuckwood

Date: April 13, 1995

Revised: July 20, 1999, June 2, 2023

**For the Corporation**

D.E. Thomas

Date: April 13, 1995

**LETTER OF UNDERSTANDING  
RE: JOINT RETURN TO WORK PROGRAM**

The parties believe in a planned and structured approach to returning employees to work following an injury or illness. The parties also believe through a cooperative and innovative approach to return to work, employees will be returned to full, active work duties as quickly as is reasonably possible. With this in mind, the Corporation and Union agree to establish a Joint Return to Work Committee to begin a process which will enhance the current program, establish program goals, objectives and guiding principles which will form the foundation of an effective program. Additionally, the joint program will, as a part of its mandate, regularly review caseload volumes, survey results conducted, appropriate statistical data collected, and any feedback received by the Joint Committee in this regard.

The parties agree that in returning employees to active service as quickly as possible, the employee(s) will not be compromised when addressing their health, safety, or dignity, the health and safety of other employee(s), or the ongoing operation of any department.

Within sixty (60) days of ratification a "Joint Return to Work Advisory Committee" will be established consisting of two (2) representatives from ICBC and two (2) representatives from the Union. The Committee members will begin to meet on a regularly scheduled basis in an effort to scope out the role of the Committee and to further develop the joint approach to issues which may fall within an effective return to work program. In addition to the members of the Advisory Committee noted above, a full-time return to work (RTW) coordinator will be appointed by the Union to work as an active participant, at the working level, working with active files to return employees who are on the program to active service. This coordinator will be administratively responsible to the Manager, Human Resources Employee Services.

The RTW Coordinator will be appointed on the basis of requisite skills, education, and experience required to perform the job successfully. Such qualifications will be developed jointly by the parties. A classification profile will be prepared and evaluated by Compensation Services to reflect the duties performed.

A representative of the Union will be included in all training and orientation sessions held for RTW Coordinators.

The program developed will be formally monitored and reviewed once each year. The Joint Committee will evaluate the program direction and make joint recommendations to the Vice-President, Human Resources and the President of the Union, respecting the continuation of the program beyond the duration of the term of this Collective Agreement.

The Corporation will bear the costs associated with the foregoing program.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: October 5, 1999

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## 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).

(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.

(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.

**For the Union**

J. Zygmunt

Date: November 2, 2012

Revised: May 25, 2020, June 2, 2023

**For the Corporation**

B. Hale

Date: November 2, 2012

**LETTER OF UNDERSTANDING  
RE: MATERIAL DAMAGE JOINT COMMITTEE**

The parties agree to convene a Joint Committee during the life of this Agreement for the purpose of bringing forward and engaging in discussion on issues that affect Material Damage personnel.

The Joint Committee will be comprised of five (5) representatives selected by the Corporation and five (5) employees selected by the Union.

The Committee may make recommendations to the Vice-President, Operations, or designate, with a copy to the Union.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: July 21, 2000

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

**LETTER OF UNDERSTANDING  
RE: RETIREE-PAID, ENHANCED POST-RETIREMENT  
BENEFITS**

ICBC will exercise all reasonable commercial efforts to revise its benefits program currently provided to the retired members of the Union who are eligible to receive welfare benefits for retirees pursuant to Letter of Understanding 17 of the Collective Agreement ("eligible retirees") so that such eligible retirees can, at their sole expense, purchase an enhanced level of post-retirement benefits which will supplement the program of the Corporation paid post-retirement benefits. ICBC will in consultation with the Union work with its benefit provider to design and implement this program of 100% eligible-retiree-paid benefits in a timely manner. All costs associated with administering this program of 100% eligible-retiree-paid benefits will be paid for by the eligible retirees who purchase such benefits.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

**LETTER OF UNDERSTANDING  
RE: WELFARE BENEFITS FOR CORPORATION  
RETIREES**

The Corporation agrees to provide limited welfare benefits for retirees of the Corporation as set out below:

**1. Eligibility**

To be eligible for limited welfare benefits as set out below, an employee must:

- (a) have reached retirement age and have retired, immediately following at least five (5) years of continuous service with the Corporation.
- (b) not be in receipt of similar benefits through any other means; and
- (c) be (on a continuing basis) a resident of British Columbia.

"Retirement age" for the purposes of this letter is defined as age fifty-five (55) or greater.

Employees transferring from Government who are eligible for public service superannuation retirement benefits are not eligible for post-retirement benefits under this letter.

**2. Limited Welfare Benefits**

Employees who meet the eligibility criteria set out above will be entitled to the following benefits:

- (a) Basic Medical (MSP).
- (b) Extended Health Benefits as follows:
  - prescription drugs
  - upgrade private/semi-private room
  - 80% coverage with \$25.00 deductible with a lifetime maximum of \$25,000.00

**3. The foregoing will apply to eligible employees who retire following October 1, 1991.**

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: July 21, 2000

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## 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 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 and staffing models for the areas in question. Upon request by the Union, the parties will discuss appropriate means to share this information with affected employees.

### 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 representatives (not including the Operations Manager), 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.

## 2. **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.

## 3. **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, 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

- 4. 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
- 5. Employees will be advised of any applicable work volume standards for their respective job classification at the time the standards are established
- 6. No reprisal will be taken against an employee as a result of initiating a workload complaint through the Workload Committee.

**For the Union**

K. Smyth

Date: February 16, 2015

Revised: June 2, 2023

**For the Corporation**

B. Hale

Date: February 16, 2015

## **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 Umpire as listed below agreeable to the Parties, shall meet with the Corporation and the Union on an expedited basis and will render a non-binding 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

- 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.

**For the Union**

K. Smyth

Date: February 16, 2015

Revised: July 18, 2019

**For the Corporation**

B. Hale

Date: February 16, 2015

**LETTER OF UNDERSTANDING  
RE: USE OF PLAIN LANGUAGE**

The parties agree to promote the use of plain language in all of their correspondence and dealings. To this end the parties will undertake to review the Collective Agreement and replace bafflegab with clearly understandable language in the Agreement.

**For the Union**

R. Tuckwood

Date: April 13, 1995

**For the Corporation**

D.E. Thomas

Date: April 13, 1995

**LETTER OF UNDERSTANDING  
RE: PAYOUT OF HISTORICAL TO DAY BANKS (PRIOR  
TO JANUARY 1ST, 2009)**

The Parties recognize the benefits of time off and encourage employees to take their time off entitlements. There is also recognition that not every employee values time off in the same way and would value options for how they could use this earned banked time.

The Parties therefore agree to the following:

Employees may elect to pay out any TO days earned and banked prior to January 1<sup>st</sup>, 2009 by notifying Payroll of their election using the online request form HR63. Employees may elect to pay out their banks in whole or in part, by choosing to:

- (a) Transfer the monies to an RRSP as RRSP contributions; or
- (b) Have a direct payment to the employee as earnings.

**For the Union**

J. Zygmunt

Date: November 2, 2012

**For the Corporation**

B. Hale

Date: November 2, 2012

**LETTER OF UNDERSTANDING  
RE: CLAIMS WORKFORCE TRANSITION**

**WHEREAS:**

- A. ICBC is engaged in a Transformation Program which will result in changes to existing jobs within the Claims division, and a decrease in the size of ICBC's workforce over time.
- B. The parties are committed to minimizing the disruption to employees as a result of these changes to the extent possible.
- C. Where reasonably possible, the parties are committed to achieving workforce reductions through attrition.
- D. During the Transition Period Process described in paragraphs 10 to 40 of this Letter of Understanding, (the "Transition Period Process") the parties are committed to the retention of existing regular employees to the extent possible.

The parties have therefore agreed to the following process to govern all workforce adjustments in the Claims division between the Implementation Date and the expiry of this Collective Agreement.

**CLAIMS HIERARCHY AND SALARY GROUPS:**

- 1. Effective no later than February 1, 2013 [the "Implementation Date"], Appendix "A" of the Collective Agreement shall be amended to include the following positions:

| <b>Job Code</b> | <b>Job Title</b>             | <b>Salary Group</b> |
|-----------------|------------------------------|---------------------|
| TBD             | Claims Examiner              | 12                  |
| TBD             | Senior Injury Adjuster       | 11                  |
| TBD             | Injury Adjuster              | 10                  |
| TBD             | Claims Adjuster - Commercial | 10                  |
| TBD             | Recovery Coordinator         | 9                   |

2. Effective no later than the Implementation Date, the following positions will be deleted from Appendix "A":

| <b>Job Code</b> | <b>Job Title</b>         | <b>Salary Group</b> |
|-----------------|--------------------------|---------------------|
| 320             | Estimator                | 9                   |
| 197723          | Claims Handling Adjuster | 8                   |
| 785             | Office Assistant IV      | 5                   |
| 448             | Bodily Injury Adjuster   | 11                  |

3. Effective no later than the Implementation Date, Appendix "A" of the Collective Agreement will be amended to reflect the following new job titles but no changes to the salary group:

| <b>Job Code</b> | <b>New Title (no change to salary group)</b> | <b>Old Title</b>                           | <b>Salary Group</b> |
|-----------------|--|--|---------------------|
| 325             | Senior Claims Examiner                       | Claims Examiner Head Office                | 13                  |
| 354             | Claims Examiner Commercial                   | Commercial Claims Examiner Material Damage | 13                  |
| 117837          | Estimator - Specialty Vehicle                | Specialty Vehicle Appraiser                | 11                  |
| 327             | Senior Recovery Coordinator                  | Rehabilitation Coordinator                 | 11                  |
| 947             | Estimator                                    | Estimator II                               | 10                  |
| 800             | Customer Service Adjuster                    | Claims Contact Adjuster                    | 8                   |
| 806             | Claims Support Assistant                     | Office Assistant III and IV                | 5                   |
| 805             | Claims Document Support Assistant            | Office Assistant II                        | 4                   |

4. The parties agree that the salary groups of the jobs listed in paragraphs 1 through 3 above are correct as of the Implementation Date. Job profiles for these positions as of the Implementation Date are attached as Attachment A and except for administrative roles will include the following statement: "an equivalent level of related work experience in lieu of postsecondary education" in the licensing and accreditation section.

**REASSIGNMENT OF STAFF TO NEW HIERARCHY:**

5. Legacied Protection: Regular employees who are reassigned to positions in accordance with this LOU shall not suffer any loss of pay or benefits for the duration of the period they remain in their new position. While in their new

positions, employees shall receive the same pay and benefits (including negotiated increases) that they would have received had they remained in the same pay band they occupied prior to the Implementation Date. Legacied Protection does not expire with the Collective Agreement or this LOU, but continues so long as the employee remains in the reassigned position or moves to the same classification in accordance with paragraph 6.

- a. Any employee who holds the regular position of Claims Examiner Material Damage (SG13), or Claims Examiner Head Office (SG13) will continue to receive the 5% flexible work schedule premium per Article 12.05 b) of the Collective Agreement and in accordance with the Legacied Protection described above. New employees hired into these roles on or after the date of ratification will not receive Legacied Protection including receipt of premiums.
  - b. Employees described in 5a who are legacied to receive flex premium per Article 12.05 may continue to work a flex schedule only by mutual agreement between employee and management. Those not mutually agreed will be governed by Article 12.06 of the Collective Agreement.
6. In the event an employee protected by virtue of paragraph 5 chooses to move to a different location but in the same job classification subsequent to being reassigned in accordance with this LOU, their salary and benefit protection under paragraph 5 shall continue.
  7. In the event an employee protected by virtue of paragraph 5 chooses to move to a different job classification subsequent to being reassigned in accordance with this LOU, their salary and benefit protection under this LOU shall cease, and they shall be paid in accordance with the applicable Collective Agreement provisions, effective on the date they commence their new role.
  8. In the event location moves are required as a result of the Transition Period Process, these will be identified and communicated to the Union and employees prior to the Implementation Date. In order to reduce the movement of staff, resulting moves will be identified and offered preferentially to employees in the following order: within a respective headquarters; within a region; within the Corporation.
  9. Moves unrelated to the Transition Period Process and positions stated herein may also occur in the normal course of business during and after the Transition Period Process under this LOU has occurred, and would be subject to the terms of the Collective Agreement.

#### **TRANSITION PERIOD PROCESS:**

##### **Senior Claims Examiner Positions (SG 13):**

10. Before the Implementation Date, all Senior Claims Examiner positions in the Company (with locations) shall be posted for a minimum of five (5) days.
11. The posting shall be open only to employees holding regular positions as Claims Examiner Head Office at the time of the posting, including those in trainee roles for the Claims Examiner Head Office position.

12. Claims Examiner Head Office employees must indicate their interest in a Senior Claims Examiner position within five (5) working days after the posting, otherwise they will not be considered for the position.
13. Applicants will be selected in seniority order.
14. Successful candidates will be selected and informed within five (5) working days after the close of the posting.

**Claims Examiner Positions (SG12):**

15. Prior to the Implementation Date, all Claims Examiner positions in the Company shall be identified and communicated to the Union.
16. All Claims Examiners Head Office who do not receive a Senior Claims Examiner position will be placed in a Claims Examiner position.
17. Any remaining Claims Examiner positions shall be posted for a minimum of five (5) days.
18. The posting shall be open only to employees holding regular positions as Bodily Injury Adjusters at the time of the posting, excluding BI trainees.
19. Applicants will be selected in accordance with Article 7.03(b) of the Collective Agreement.
20. Successful candidates will be selected and informed within five (5) working days after the close of the posting.

**Senior Injury and Injury Adjuster Roles (SG11 and SG10):**

21. All Senior Injury Adjuster positions shall be posted for a minimum of five (5) days.
22. The posting shall be open only to employees holding regular positions as Bodily Injury Adjusters at the time of the posting, excluding BI trainees.
23. Applicants will be selected in accordance with Article 7.03 (b) of the Collective Agreement.
24. Successful candidates will be selected and informed within five (5) working days after the close of the posting.
25. Any Bodily Injury Adjusters, including BI trainees, who have not yet been assigned a position, will be placed into the Injury Adjuster role.

**Recovery Coordinator (SG 9):**

26. All Recovery Coordinator positions shall be posted for a minimum of five (5) days.
27. The posting will be only open to employees holding regular positions as Claims Adjusters, including CA trainees.
28. Selection will occur in seniority order.

**Claims Handling Adjusters (SG 8):**

29. All regular Claims Handling Adjusters will be provided with one of the following options:
- a. Offer of a position as Claims Adjuster (SG 9); subject to a maximum number established by the Company. Applicants will be selected in accordance with Article 7.03(b) of the Collective Agreement.
- Or,
- b. Placement in a position of Customer Service Adjuster (SG 8) if the applicant does not qualify for the offer of Claims Adjuster or if the offer of Claims Adjuster is refused or, if there are insufficient Claims Adjuster positions to accommodate all qualified Claims Handling Adjusters.

**Claims Adjusters:**

All Claims Adjusters will remain in their current role. Movement of Claims Adjusters to different locations as a result of the Transition Period Process may be necessary to balance business needs. All such relocations shall be handled in accordance with this LOU.

**Claims Adjusters – Commercial (SG10):**

30. All Claims Adjuster - Commercial positions shall be posted for a minimum of five (5) days.
31. The posting will be only open to employees holding regular positions as Claims Adjusters, excluding CA trainees. Applicants will be selected in accordance with Article 7.03(b) of the Collective Agreement

**Estimators:**

32. Estimator IIs (SG10; job code 947) positions will be re-titled Estimator, with no change to salary group or job code.
33. Incumbents of Estimator (SG 9; job code 320) positions will be reclassified to Estimator (SG 10; job code 947).

**Administrative Positions:**

34. Office Assistant IIIs and IVs (SG 5) positions will be re-titled Claims Support Assistant (SG 5; job code 806).
35. Office Assistant IIs (SG 4) positions will be re-titled Claims Document Support Assistant (SG 4; job code 805).

**Miscellaneous Positions:**

36. Commercial Claims Examine Material Damage (SG 13, job code 354) will be re-titled Claims Examiner Commercial with no change to salary group or job code.
37. Specialty Vehicle Appraiser (SG 11, job code 117837) will be re-titled to Estimator – Specialty Vehicle, with no change to salary group or job Code.

38. Claims Contact Adjuster (SG 8, job code 800) will be re-titled Customer Service Adjuster with no change to salary group or job code.
39. Rehabilitation Coordinator (SG 11, job code 327) will be re-titled Senior Recovery Coordinator, with no change to salary group or job code.

**NO SEVERANCE:**

40. It is the object of the Transition Period Process under this LOU that every affected regular employee will be placed, reassigned or reclassified, with full "legacied" salary protection pursuant to paragraph 5 of this LOU. As a result, severance is not an option available to employees placed or reassigned under this process, subject only to paragraphs 42, and 43 below.

**FUTURE WORKFORCE REDUCTIONS:**

41. After the Implementation Date, workforce reductions as a result of the introduction of new systems and processes in the Claims Division shall be accomplished in accordance with the Collective Agreement.
42. After the Implementation Date and following completion of the Transition Period Process described above, if there are fewer positions than regular employees, the Collective Agreement will apply.
43. In order to facilitate reductions by attrition the parties agree that the Corporation may extend the length of temporary and acting appointments up to eighteen (18) months, for the duration of the Collective Agreement for the following positions:
  - (a) Supervisor, Claims Administration
  - (b) Supervisor, Telephone Claims
  - (c) Supervisor Material Damage
  - (d) And all of the positions covered by this Letter of Understanding
44. Where not altered by this LOU, the terms of the Collective Agreement applies.

**For the Union**

J. Zygmunt

Date: November 2, 2012

Revised: June 2, 2023

**For the Corporation**

B. Hale

Date: November 2, 2012

**LETTER OF UNDERSTANDING  
RE: VACATION SCHEDULING**

Whereas:

Article 15 of the Collective Agreement concerns Annual Vacations, and provides that employees must submit their vacation selection preferences no later than November 20 (the "Submission Deadline") and that the vacation schedule must be prepared and posted as soon as possible and no later than December 10 (the "Schedule Deadline").

Per Article 15.12(g), the Corporation conducts vacation selection to ensure that no employee's second choice takes preference over a junior employee's first choice, etc.;

For the employees who are listed in Schedules A and B, the Submission Deadline will make it difficult for them and the Corporation to complete the number of vacation selection rounds necessary to address all employee vacation selections by the Schedule Deadline; and

The Corporation and the Union wish to conduct vacation selection in a manner that complies with the Collective Agreement and provides reasonable clarity and fairness to all employees.

1. Therefore, the parties have agreed to the following process to govern vacation scheduling for each calendar year for certain positions.

A. Schedules A and B to this Agreement identify the positions for which this Agreement applies (the "Impacted Positions").

B. No additional other job classifications will have vacation scheduled in accordance with this LOU without the mutual agreement of the parties.

C. Employees on an acting assignment during a portion of the Vacation Calendar year will be given the choice to bid on vacation in either their acting position or their regularly owned position in each round of Selection. Employees can only make selections for the position chosen by them for each round and cannot change their choice once the applicable Round Deadline has passed. If an employee in a position covered by Schedule A is or will be acting in a position covered by Schedule B, the employee must elect to bid on vacation in either their acting position or their regularly owned position at the commencement of the bidding process and cannot change this election on a round by round basis.

D. Employees on Long Term Disability (LTD) leave during the vacation scheduling process who do not have an established return to work date will, upon their return to work, be entitled to select vacation based on whatever periods would have been available to them had they participated in the vacation selection process.

E. The Corporation will provide the allocated vacation results to the Union upon request.

F. The Corporation agrees to assign one job steward to act as a point of contact for employees who have questions or concerns about the call outs conducted by the Corporation. The Corporation will provide the assigned job steward with reasonable leave with pay to respond to these concerns. The assigned job steward must be mutually agreed to by the parties.

G. Any dispute(s) arising from the execution of this agreement shall be subject to the grievance procedure as outlined in Article 3 of the Collective Agreement.

H. The parties agree that this Agreement is entered into on a without prejudice and precedent basis and will have no future application beyond this agreement.

## 2. Workforce Optimization Vacation Scheduling (Schedule A)

A. The Corporation will create and utilize a heat map tool to display employee selections during the vacation selection process to help provide transparency to employees about the vacation that other employees are selecting. The Corporation will update this tool daily throughout the vacation selection process.

B. In order to increase and improve visibility in the vacation bidding process, the Corporation will provide employees with access to a video tutorial on how to effectively utilize the SharePoint vacation scheduling tools including information on how to use the heat map to better understand vacation availability during each bidding round.

### Selection Process

C. Vacation selection bid forms, seniority lists, and a calendar indicating the number of available vacation dates throughout the vacation scheduling period ("Vacation Calendar") will be made available to employees no later than the fourth business day of October in each calendar year ("Vacation Bid Commencement Date").

D. Employees will receive adequate information & communication on the process and the related procedures during work hours to prepare them for the new vacation selection process.

E. A vacation selection preference consists of a request made by an employee for vacation during a single uninterrupted block of time (a "Selection"). During Rounds 1 and 2 all Selections must be submitted in full calendar weeks, from Sunday to Saturday. During Rounds 3 and 4 Selections may be of any duration.

F. The Submission Deadline of November 20 will be eliminated and replaced by four separate submission deadlines to accord with four separate and successive rounds of Selection as follows (the "Round Deadlines"):

i. Round 1 (first Selection) – Two full weeks after the selection bid form is made available (as defined in Selection Process #2 C above);

ii. Round 2 (second Selection) – Two full weeks after the Round 1 deadline date;

iii. Round 3 (third Selection) – Two full weeks after the Round 2 deadline date; and

iv. Round 4 (fourth and successive Selections) – One full week after the Round 3 deadline date.

G. In each round, employees will be entitled to submit any number of Selections ranked from highest to lowest. Each employee will receive their highest ranked Selection that is available to them in each round based on seniority and the Vacation Calendar.

H. Upon completion of each round (after the submission deadline) selections will be processed in seniority order. An updated Vacation Calendar reflecting the most current vacation balances will be made available upon completion of the processing and prior to the next round closing.

I. Only Selections submitted using the vacation bid form and received in accordance with the Round Deadlines outlined above will be considered in each Round. If an employee is absent from work, they will be able to submit their requests by proxy via their manager or manager's designate.

J. The final vacation schedule will be posted promptly upon completion of the vacation selection process, no later than the third Wednesday of December.

K. Vacation selections made after the vacation selection process outlined in this LOU will be subject to Article 15.12 Vacation Scheduling as applicable.

#### Call-Backs

L. After each of Round 1 and 2, the Corporation will make call-backs to employees who submit a *bona fide* vacation bid during the Round but do not secure a Selection. A *bona fide* vacation bid is one where the employee:

i. makes Selections that are available on the Vacation Calendar at the start of the round;

ii. submits at least 5 total Selections; and

iii. submits at least 1 Selection that is outside of July, August and the last two weeks of December.

M. All employee call-backs will take place during designated call-back days between the hours of 8am and 6pm from Monday to Friday (the "Call-Back Window"). While the Corporation will endeavour to call employees on their work number during working time, employees must be available to receive calls at any time during the Call-Back Window and must provide a non-work telephone number that they or a designate can be reached at during the Call-Back Window. The Corporation will leave a voice message for and send an email to any employees who miss a call-back call. Employees who miss a call-back call will have 30 minutes from the time of the missed call within which to contact Workforce to make their Selection. If an employee calls Workforce

back after the 30-minute period they will be slotted into the call-back vacation selection process next in seniority at the time they call in at.

N. On a one-time basis following Round 2, employees will be able to drop vacation time that was scheduled in Rounds 1 and 2 before they bid in Rounds 3 and 4. In order to accord with Article 15.12(g), such vacation time will not be made available for other employees to bid on until the end of the vacation scheduling process.

O. The Round Deadlines are target deadlines and the Corporation will make best efforts to process the four vacation selection rounds in accordance with the Round Deadlines. However, the parties acknowledge that the Corporation may be required to postpone the Round Deadlines in order to allow adequate time to process employee call-backs between each round of vacation scheduling. If a postponement of any of the Round Deadlines becomes necessary, the Corporation will communicate that fact and the new Round Deadlines to the Union and then to Employees in a timely manner.

### 3. Direct Call Vacation Scheduling (Schedule B)

A. All job classifications listed in Schedule B shall be subject to the Direct Call Vacation Scheduling process. This process is an agreed upon vacation scheduling system, whereby each employee will receive a phone call from Workforce or the department manager at a specific pre-scheduled time for them to choose their vacation bid.

B. All employees must provide their contact information via the Annual Vacation Contact form on the Workforce Services SharePoint site no later than September 20<sup>th</sup>. If no contact information is provided, the Corporation will attempt to connect with the employee using their SAP/ESS contact information.

C. The Direct Call Vacation Scheduling will take place between the fourth business day of October until December 20. Should additional time be required to complete this vacation bid system, Workforce will advise employees and will make all reasonable efforts to complete the process by the end of the calendar year.

D. All employees will be provided with a specific date and time in which they can expect to be called to bid their vacation.

E. All employees will have the opportunity to provide a proxy name and contact information on their Annual Vacation Contact Form, should employees be off on leave during their scheduled vacation bid time.

F. If an employee is in a position whereby they are assigned to a phone queue, they will be taken off the phone queue in advance of their allotted time slot.

G. The hours of scheduled calls will be from 8:00am to 6:00pm, Monday-Friday. To facilitate this, calls may not be guaranteed to occur during an employee's scheduled hours of work.

H. All employees will receive an email confirmation of their vacation bid. The vacation calendar will be updated after each bid so that employees are prepared for their call.

I. All employees will be asked if they plan to bid in the subsequent round of vacation bidding. If an employee intends to participate in the subsequent Round, they will be advised by email of their date and time for their next bid.

Call missed and the employee does not return call:

J. If an employee misses their scheduled bidding window, they will be rescheduled a new window at the end of the round when Workforce will attempt to contact them again. They will lose their seniority bidding within that round and their vacation selection will be granted based on the vacation allowance remaining at the end of the round. Employees will not be able to override a vacation bid already assigned.

Call missed and the employee returns the call:

K. If an employee misses their call and they return the call before their rescheduled time, the signup facilitator will complete the call they are currently on and if there is time before the next scheduled bidding window, they will secure the employee's choice at that place in the seniority bidding. No returned call will take precedence over another employee's scheduled bidding window.

#### 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

#### 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

**For the Union**

Trevor Hansen

Date: June 2, 2023

**For the Corporation**

Jennifer Walker

Date: June 2, 2023

**LETTER OF UNDERSTANDING  
RE: CLAIMS DIVISION PROVINCIAL SCHEDULING  
FOR CERTAIN CLASSIFICATIONS**

Whereas:

The Corporation currently operates a claims system known as “ClaimCenter”;

ClaimCenter is the new technology used in the Corporation's Claims Transformation Program which included the new Claims Job Hierarchy, the details of which were agreed to between the parties during the previous round of collective bargaining in a letter of understanding (“LOU #26”);

With the introduction of ClaimCenter and electronic file handling, claims can now be assigned in a round-robin fashion as opposed to geographically, resulting in the ability to distribute work across the province through the online system;

This functionality means that the Corporation can achieve efficiencies and more equitable distribution of work in the manner in which work is allocated because certain functions are less location-dependent; and,

The Parties agree that in order to take full advantage of the functionality and the efficiencies available under ClaimCenter, the Corporation will be moving to a standardized 9-day fortnight and a provincially-based scheduling system for certain job classifications within its Claims division (“New Scheduling System”).

The Parties have therefore agreed to the following changes to the hours of work and scheduling provisions governing the job classifications identified in this Letter of Understanding (the “LOU”):

(a) Definition of Department

The Parties agree that for the purposes of this LOU, and except as noted herein, each of the classifications identified in Schedule A of this LOU shall constitute a separate respective province-wide “department”.

(b) Hours of Work

The Parties agree that the hours of work for each of the departments covered by this LOU shall be as follows:

- (i) Hours of Operation: Shall remain the same as they currently exist in the Collective Agreement and shall continue to apply to each of the departments covered by this LOU. Work may be scheduled to provide coverage for these hours of operation.
- (ii) Work Day – seven (7) hours and fifty (50) minutes broken by a forty (40) minute unpaid lunch period at or near the mid-point of the employee’s work day.

- (iii) Work period – nine (9) days of work with one (1) day off every two (2) weeks.
- (1) For existing employees of each of the Schedule A departments as of the Effective Date of this agreement, employees will work Tuesday to Thursday each week. The Corporation will determine the number of employees that will have either Monday or Friday off.  
  
In the case of a statutory holiday falling on a Friday when an employee is scheduled off, the employee will be scheduled off on the preceding day. In the case of a statutory holiday falling on a Monday where an employee is scheduled off, the employee will be scheduled off on the following day.
  - (2) Notwithstanding the above in subparagraph (b)(iii)(1), an employee may volunteer to have Tuesday, Wednesday, or Thursday off. The employee will make this intention known to the manager prior to the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.
  - (3) Employees will bid in order of seniority on their preferred rotating day off (Monday or Friday) prior to vacation sign up in each year. Any employee who voluntarily chooses Tuesday, Wednesday or Thursday will advise their manager prior to the commencement of the vacation bid for their department.
  - (4) All employees will be advised of their day off prior to the vacation bid process commencing.
  - (5) Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies

to those employees moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.

- (6) Employees who join each of the Schedule A departments after the Effective Date of this LOU, whether by external hire, internal job posting, or any other mechanism, will follow the work period schedule set out above.
- (7) Work scheduling and assignment-Article 12.01(a) will apply to the classifications identified in Schedule A.

(c) Vacation Scheduling

The Parties have agreed that vacation scheduling for employees in the classifications identified in Schedule A shall be in accordance with Article 15.12 but shall be scheduled on a province-wide department basis per Schedule A for each such department.

Each year, in advance of the process initiating, the Corporation will meet with the Union to have meaningful dialogue with the purpose of transparency in the provincial vacation scheduling process.

Effective on the date of ratification, Claims job classifications for whom vacation is currently scheduled separately on a location by location basis will not be moved to provincially scheduled vacation unless mutually agreed to by the parties.

(d) General

This LOU shall come into effect on April 1, 2016 (the “Effective Date”) to align with the new Vacation Year in Article 15.

This LOU applies to Estimators who are assigned the job function of “Express Estimating”. All other Estimators shall be scheduled as per Article 15.12. Prior to the annual vacation bid, the Corporation will confirm which Estimators are assigned to the job function of “Express Estimating”.

All other provisions of the Collective Agreement, except as are modified by this LOU, shall continue to apply to the Schedule A departments identified herein.

**For the Union**

K. Smyth

Date: February 16, 2015

Revised: May 28, 2020, June 2, 2023

**For the Corporation**

B. Hale

Date: February 16, 2015

## Schedule A

All employees across the province who hold the following classifications shall constitute a separate respective province-wide department for the purposes of this Letter of Understanding.

- (a) Claims Adjuster;
- (b) Customer Claims Specialist, excluding those in Out-of-Province Claims;
- (c) Claims Adjuster Commercial;
- (d) Estimators who are assigned the job function of "Express Estimating";
- (e) Support and Recovery Specialists;
- (f) Senior Support and Recovery Specialists; and
- (g) Administration Coordinators.

**LETTER OF UNDERSTANDING  
RE: 24 X 7 SHIFTS FOR TECHNICAL SUPPORT  
SPECIALISTS**

The hours of work for full-time employees in the Technical Support Specialist classification will be as follows:

- (a) Hours of Operation: Twenty-four (24) hours per day, Sunday to Saturday.

Work Day: nine (9) hours per day to be scheduled within the hours of operation and the shifts established in paragraph (b).

- (b) There will be three (3) shifts as follows:

- (i) Day: 7:00am to 4:00pm;
- (ii) Afternoon: 3:00pm to 12:00am;
- (iii) Night: 11:30pm to 8:30am.

- (c) It is understood that the employees covered by this letter of understanding (LOU) will rotate through all three shifts to ensure adequate coverage and to provide such employees the ability to be regularly scheduled during core business hours. As such, employees will generally be expected to work a schedule consisting of four (4) day shifts followed by two (2) days off then four (4) night shifts followed by three (3) days off then four (4) afternoon shifts followed by three (3) days off. The schedule will thereafter be repeated.

- (d) Unpaid lunch period of thirty-five (35) minutes and a paid rest period of fifteen (15) minutes in the first and second half of a shift.

- (e) Employees covered by this LOU will enjoy an 8.5% shift premium on their gross salary.

- (f) Each employee covered under this LOU shall be governed by the following rules:

- (i) They shall work two hundred and eight (208) shifts per year for a total of one thousand seven hundred and fifty (1750) hours each calendar year, less vacation entitlement.
- (ii) They shall work holidays which are scheduled work days at the premium rate of one and one-half (1.5) times the normal rate of pay, except that employees who are scheduled to work for all or part of Christmas Day and who

are also scheduled to work all or part of New Year's Day shall receive a premium rate of two (2) times the normal rate of pay (instead of the one and one-half (1.5) the normal rate of pay) for all hours actually worked on New Year's Day. Christmas Day shall be the period between 12:00 a.m., December 25 to 11:59 p.m., December 25; New Year's Day shall be the period between 12:00 a.m., January 1 to 11:59 p.m., January 1. All other statutory holidays shall be the period between 12 a.m. and 11:59 p.m. for the applicable holiday.

- (iii) If at the end of the calendar year, an employee covered under this LOU has not worked or has exceeded the prescribed hours (1750), the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.
- (iv) When a statutory holiday falls within the vacation period of an employee covered under this LOU, it shall not entitle that employee to an additional day off, as the statutory holidays are not included in the scheduled one thousand seven hundred and fifty (1750) hours.

- (g) Articles 13.03, 13.04 and 13.06 shall apply to the employees covered by this LOU.
- (h) Except as modified herein, all other applicable provisions of the Collective Agreement shall apply to employees covered by this LOU.

**For the Union**

S. Von Sychowski

Date: February 25, 2015

**For the Corporation**

T. Paulik

Date: February 29, 2015

**LETTER OF UNDERSTANDING  
RE: CHANGES TO CLAIMS RESULTING FROM THE  
RATE AFFORDABILITY ACTION PLAN (RAAP)**

**WHEREAS:**

- A. ICBC's Rate Affordability Action Plan ("RAAP") is intended to create a sustainable auto insurance system which strikes the balance between increased care for the injured, more affordable and fair rates for all, and less spent on legal and vehicle repair costs.
- B. As a result of RAAP, ICBC's Claims division is revising its operational model with resulting changes to bargaining unit positions; and
- C. ICBC and the Union have a mutual interest in effecting these changes in a way that is smooth and fair for employees.

Therefore, the parties have agreed to the following:

**Injury Services: Organizational Changes**

- 1. Effective on about March 4, 2019, the following organizational changes will occur:
  - (a) The Injury Adjuster (SG10) job classification will be reclassified to the Customer Claims Specialist (SG10) job classification.
    - (i) There will be no changes to affected employees' salary, locations, already-scheduled time-off, hours of work, or scheduling as a result of this change.
  - (b) The Sr Injury Adjuster (SG11) job classification will be reclassified to the Claims Specialist (SG12) job classification.
    - (i) There will be no changes to affected employees' locations or already scheduled time-off as a result of this change.
    - (ii) Affected employees will, for future scheduling of hours of work and vacation, be grouped with all other Claims Specialists (SG12) within their department as a result of this change.
    - (iii) Affected employees who, as a result of this change, receive salary increases will do so in accordance with Article 11.17(a).

- (c) The Claims Examiner (SG12) job classification will be reclassified to the Claims Specialist (SG12) job classification.
  - (i) There will be no changes to affected employees' salary, locations, or already-scheduled time-off as a result of this change.
  - (ii) Affected employees will, for future scheduling of hours of work and vacation, be grouped with all other Claims Specialists within their department as a result of this change.
- (d) The Sr Claims Examiners (SG13) job classification will be reclassified to the Sr Claims Specialist (SG13) job classification.
  - (i) There will be no changes to affected employees' salary, locations, already scheduled time-off, hours of work, or scheduling as a result of this change.

Injury Services: Placement Offer

2. On February 20, 2019 at about 9am, ICBC will offer to eligible Claims Examiners (SG12) to elect to promote to Sr Claims Specialists (SG13) starting March 4, 2019 at locations determined by ICBC.
  - (a) For the purposes of this placement offer, eligible Claims Examiner (SG12) means all employees working as Claims Examiners (SG12) on a permanent basis as of the offer date, being February 20, 2019, and who, for training purposes and to address an immediate business need, are available to start work as Sr Claims Specialists (SG13) on or about the start date, being March 4, 2019.
    - (i) ICBC will use reasonable efforts to contact eligible Claims Examiners (SG12) who are not at work on the offer date.
    - (ii) Questions of eligibility arising from employees' ability to start work on or about the start date will be determined by ICBC on a case-by-case basis.
3. Eligible Claims Examiners must respond to the placement offer by February 25, 2019 at 4pm. In the event an employee fails to respond, they will be deemed to have **refused** the offer.
  - (a) From those who elect to promote, ICBC will promote not less than fourteen (14) eligible Claims Examiners (SG12) to Sr Claims Specialists (SG13) effective March 4, 2019 and:

- (i) Promotions and locations will be determined based on seniority.
  - (ii) Salary increases will be in accordance with Article 11.08.
- (b) For those who decline or who are not selected to be promoted, they will remain as Claims Examiners (SG12) and will be reclassified as Claims Specialists (SG12) in accordance with paragraph 1 of this Agreement.

#### Injury Services: Voluntary Location Switch

- 4. ICBC will coordinate and administer a one-time voluntary location switch for September 1, 2019 for employees working as Claims Specialists as of that date and who were reclassified from Claims Examiners (SG12) to Claims Specialists (SG12) pursuant to this Agreement.
  - (a) Article 7.07 (e) shall apply, except that any voluntary location switches pursuant to this Agreement shall not count as the employees' one-time opportunity prescribed by 7.07 (e) vi).

#### Recovery Services: Organizational Changes

- 5. ICBC has introduced two new positions: Recovery Specialist (SG10) and Senior Recovery Specialist (SG12). These positions have been posted and have or will be filled in the regular manner prescribed in the Collective Agreement.
- 6. The Parties agree to application of the following hours of work provisions for the new positions:
  - (a) For the Recovery Specialist (SG10) position, Article 12.01(a) will apply.
  - (b) For the Senior Recovery Specialist (SG12) position, Article 12.05(b) will apply.

#### Recovery Services: Placement Offer

- 7. On February 20, 2019 at about 9am, ICBC will offer to all employees working as Recovery Benefits Coordinators (SG9) on a permanent basis as of that date to promote to Customer Claims Specialists (SG10).
- 8. Recovery Benefits Coordinators (SG9) must respond to the placement offer by February 25, 2019 at 4pm. In the event an employee fails to respond, they will be deemed to have **accepted** the offer.
  - (a) For those who accept, they will promote to Customer Claims Specialists (SG10) effective March 4, 2019 and:

- (i) There will be no changes to locations or already scheduled time-off as a result of this change.
  - (ii) For future scheduling of hours of work and vacation, employees will be grouped with all other Customer Claims Specialists (SG10) within their department as a result of this change.
  - (iii) Employees will, as a result of this change, receive salary increases in accordance with Article 11.08.
- (b) For those who decline, they will continue to work as Recovery Benefits Coordinators (SG9) until at least October 1, 2019, after which, at a time determined by ICBC, they will be reclassified as Claims Adjusters (SG9) and:
- (i) There will be no changes to salary, locations or already scheduled time-off as a result of this change.
  - (ii) For future scheduling of hours of work and vacation, employees will be grouped with all other Claims Adjusters (SG9) within their department as a result of this change.

9. For those employees working as Recover Benefits Coordinators (SG9) on a permanent basis, but not actively at work during the offer period, the offer shall be made available to them upon their return to work with the effective date of any resulting changes not earlier than either the dates set out in paragraph 8 above or the date of their return to work.

#### General

- 10. The Parties agree that ICBC has provided the Union with sufficient notice pursuant to Section 54 of the *Labour Relations Code*.
- 11. The Parties agree that Article 7.07 (a) shall not apply to any position changes arising from this Agreement.
- 12. The Parties agree that Articles 8 and 9 shall not apply to any position changes arising from this Agreement.
- 13. Any dispute arising from the application, interpretation, or execution of this Agreement shall be subject to the grievance procedure as outlined in Article 3.
- 14. The parties agree that this Agreement is entered into on a without prejudice and precedent basis and will have no future application beyond this agreement.

**For the Union**

K. Smyth

Date: February 14, 2019

**For the Corporation**

C. Beneteau

Date: February 14, 2019

**LETTER OF UNDERSTANDING  
RE: ENHANCED CARE MODEL TRANSITION**

**WHEREAS:**

During the term of this collective agreement, ICBC is scheduled to move to an Enhanced Care model for automobile insurance.

While the parties do not yet know the specific impact of this change on employees, the Enhanced Care model may result in changes to the work of some ICBC employees.

The parties to this collective agreement are committed to working together to ensure that any changes implemented during the term of this collective agreement occur in a planned and thoughtful manner, consistent with the best interests of ICBC, its employees, and its customers.

The Corporation will consult with the Union regularly on issues related to employee wellness leading up to, during, and after the launch of Enhanced Care on May 1, 2021.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- (a) On an ongoing basis, ICBC will continue to update MoveUP members and the MoveUP executive on the implementation of the Enhanced Care model
- (b) In accordance with Article 25 of the collective agreement (Joint Consultation), and section 54 of the Labour Relations Code, the parties will meet as required to discuss the impact and timing of any changes to the terms and conditions of employment of bargaining unit members arising from the move to Enhanced Care, including but not limited to:
  - (i) the creation of new job classifications;
  - (ii) changes to the duties of existing job classifications
  - (iii) elimination of, or reductions in, existing job classifications;
  - (iv) concerns related to how Enhanced Care will impact work volume in new or existing job classifications;
  - (v) training requirements;
  - (vi) job classification issues arising from new or changed job classifications; and

- (vii) transitioning bargaining unit members to any new or altered roles.
- (c) The parties are committed to expedite the job evaluation process for those positions affected by the implementation of the Enhanced Care model.
- (d) The parties will attempt to reach agreement on joint communications regarding any transitional issues or agreements.
- (e) Nothing in this LOU is intended to require either party to agree to amend the terms of the collective agreement. In the absence of agreement, any changes will be implemented in a manner consistent with the terms of the collective agreement.
- (f) Transitional Period Support Fund
  - (i) The Corporation agrees to establish a fund that will be known as the Transitional Period Support Fund. This fund is intended to help support those employees who are impacted by the Corporation's move to an Enhanced Care model for automobile insurance.
  - (ii) The parties agree to establish a Joint Committee consisting of up to two (2) representative from the Union and up to two (2) representatives from the Corporation to review the impacts experienced by these employees and recommend uses of this fund to mitigate these impacts.
  - (iii) Recommendations shall be made to the Chief Human Resources Officer and the MoveUP Vice President, ICBC Unit, or their designates, for final review and agreement before implementation.
  - (iv) The amount of the fund will be:
    - (1) July 1, 2020-2021 \$340,000
    - (2) July 1, 2021-2022 \$375,000

- (v) 2020-2021 funds can be carried forward to 2021-22 if they are not utilized within that allocation year to facilitate meaningful discussions and allocations by mutual agreement of the parties.

**For the Union**

K. Smyth

Date: May 25, 2020

**For the Corporation**

M. Hamlin-Douglas

Date: May 25, 2020

**LETTER OF UNDERSTANDING  
RE: CHANGES RESULTING FROM THE TRANSITION  
TO ENHANCED CARE**

**WHEREAS**

During the term of this collective agreement, ICBC is scheduled to move to an Enhanced Care model for automobile insurance.

The parties to this collective agreement are committed to working together to ensure that the changes implemented during the term of this collective agreement occur in a planned and thoughtful manner, consistent with the best interests of ICBC, its employees, and its customers.

Therefore, the parties have agreed to the following:

**(a) Support and Recovery Services Job Hierarchy and Salary Groups**

(i) On or about November 30, 2020, the Support and Recovery Services Department will be created and Appendix "A" of the Collective Agreement shall be amended to include the following classifications:

| <b>Job Code</b> | <b>Job Titles (Subject to change)</b>    | <b>Salary Group</b> |
|-----------------|--|---------------------|
| TBD             | Advanced Support and Recovery Specialist | 13                  |
| TBD             | Senior Support and Recovery Specialist   | 12                  |
| TBD             | Support and Recovery Specialist          | 10                  |

(ii) The Parties agree that the salary groups referenced above have been mutually agreed upon and are correct as of the date they are created and will not be subject of appeal, grievance or otherwise referred to or relied upon in the future, unless material changes are made to the job.

**(b) Recovery Role Postings**

On or after December 1, 2020, ICBC will post the positions of Support and Recovery Specialist, Senior Support and Recovery Specialist and Advanced Support and Recovery Specialist. These positions will be posted and filled in the regular manner prescribed by the Collective Agreement.

**(c) Current Recovery Roles and Reclassification of Staff**

(i) In or about February or March 2021, all current regular Customer Recovery Specialist employees (SG10) will be reclassified to the Senior Support and Recovery Specialist classification (SG12).

The following will apply:

- (1) Article 11.17(a) will apply to all salary increases.
- (2) There will be no change to the employees' established headquarters.
- (3) Approved 2021 scheduled vacation will be honoured.
- (4) Hours of work and scheduling will remain the same and will be subject to Article 12.01(a).
- (5) For 2022 and all subsequent years, employees in the Senior Support and Recovery Specialist classification will have their vacation scheduled on a province-wide department basis in accordance with amended Letter of Understanding No. 28.

(ii) In or about February or March 2021, all current regular Senior Customer Recovery Specialist employees (SG12) will be reclassified to the Advanced Support and Recovery Specialist classification (SG13).

The following will apply:

- (1) Article 11.17(a) will apply to all salary increases.
- (2) There will be no changes to employees' established headquarters.
- (3) Approved 2021 scheduled vacation will be honoured.
- (4) Hours of work and scheduling remain the same and will be subject to Article 12.05(b).
- (5) For 2022 and all subsequent years, employees in the Advanced Support and Recovery Specialist classification will have their vacation scheduled in accordance with Article 15.12.

**(d) Transition Plan for Senior Support and Recovery Specialist and Advanced Support and Recovery Specialist Employees**

Starting no later than May 1, 2021 the following will occur:

- (i) Senior Support and Recovery Specialists

Based on the operational needs of ICBC, Senior Support and Recovery Specialist employees will transition to the Enhanced Care model. Staff will be supported through training and coaching to ensure they are prepared to support files under the Enhanced Care model.

- (ii) Advanced Support and Recovery Specialists

Based on the operational needs of ICBC, Advanced Support and Recovery Specialist employees will transition to the Enhanced Care model. Staff will be supported through training and coaching to ensure they are prepared to support files under the Enhanced Care model.

**(e) Transition Plan for Customer Claims Specialist and Claims Specialist employees to Support and Recovery Services Department.**

Starting in or about December 2020 or January 2021, and communicated to the Union, and at subsequent times thereafter to be discussed with the Union, the following canvasses will occur:

(j) Customer Claims Specialists

(1) In or about December 2020 or January 2021, all regular Customer Claims Specialist employees will be canvassed to volunteer for a position as a Support and Recovery Specialist classification, subject to a maximum number established by ICBC.

(2) In the event that the number of Customer Claims Specialist employees volunteering exceeds the maximum number established by ICBC, the employees will be placed by seniority.

(3) In the event that the number of Customer Claims Specialist employees volunteering is less than the maximum number established by ICBC, the remaining required Customer Claims Specialist employees will be placed by reverse seniority.

(4) In phases, based on operational needs, Customer Claims Specialist employees will have future opportunities to volunteer or may be placed in accordance with the above canvass, volunteer and placement process.

(5) For those Customer Claims Specialist employees that volunteer or are placed into the Support and Recovery Specialist classification:

(a) There will be no changes to their salary or established headquarters.

(b) Approved 2021 scheduled vacation will be honoured.

(c) Hours of work and scheduling will be in accordance with Article 12.01(a).

(d) For 2022 and all subsequent years, employees in the Support and Recovery Specialist classification will have their vacation scheduled on a province-wide department basis in accordance with amended Letter of Understanding No, 28.

(e) Customer Claims Specialists who are currently salary protected and volunteer or are placed in the Support and Recovery Specialist classification will continue to be salary protected as long as they remain in the Support and Recovery Specialist classification in accordance with Letter of Understanding No. 26 paragraphs 5, 6 & 7.

(ii) Claims Specialists

(1) In or about December 2020 or January 2021, all regular Claims Specialist employees will be canvassed to volunteer for a position as a Senior Support and Recovery Specialist classification, subject to a maximum number established by ICBC.

(2) In the event that the number of Claims Specialist employees volunteering exceeds the maximum number established by ICBC, the employees will be placed by seniority.

(3) In the event that the number of Claims Specialist employees volunteering is less than the maximum number established by ICBC, the remaining required Claims Specialist employees will be placed by reverse seniority.

(4) In phases, based on operational needs, Claims Specialist employees will have future opportunities to volunteer or may be placed in accordance with the above canvass, volunteer and placement process.

(5) For those Claims Specialist employees that volunteer or are placed into the Senior Support and Recovery Specialist classification:

(a) There will be no changes to their salary or established headquarters.

(b) Approved 2021 scheduled vacation will be honoured.

(c) Hours of work and scheduling will be in accordance with Article 12.01(a).

(d) For 2022 and all subsequent years, employees in the Senior Support and Recovery Specialist classification will have their vacation scheduled on a province-wide department basis in accordance with amended Letter of Understanding No. 28.

**(f) Temporary Employees**

In order to facilitate the phased transition of employees to the Enhanced Care model, the parties agree that ICBC, at its discretion, may hire full-time temporary employees in accordance with Article 6.04, and part-time temporary employees in accordance with Article 6.05, and ICBC may extend the length of full-time temporary, part-time temporary and acting appointments for up to twenty-four (24) months with an earliest start date of January 1, 2021 and a latest end date of December 31, 2022 for the following positions:

(i) Customer Claims Specialist;

(ii) Claims Specialist;

(iii) Customer Recovery Specialist;

(iv) Senior Customer Recovery Specialist;

- (v) Support and Recovery Specialist;
- (vi) Senior Support and Recovery Specialist;
- (vii) Advanced Support and Recovery Specialist; and
- (viii) Any and all other positions required to facilitate the phased transition of employees to Enhanced Care.

**(g) Enhanced Care Transition Discussions**

The Parties agree that they will continue to engage in discussions related to the transition to Enhanced Care and will meet at least two (2) times per month, and at any other times mutually agreed by the Parties, to discuss the transition to Enhanced Care and the discussion may include:

- (i) Any issues arising for the application, interpretation and execution of this LOU;
- (ii) Workload volumes and a commitment to resolve workload concerns that may arise;
- (iii) Future offer and placement dates and the number of employees offers and placements;
- (iv) Future training dates and the number of employees training;
- (v) Additional Enhanced Care positions that will be created, posted and filled in the regular manner prescribed by the Collective Agreement; and
- (vi) Other issues as raised by the Parties.

**(h) General**

- (i) It is the object of this LOU that every affected regular employee covered by this LOU will volunteer, be placed, or be reclassified. Consequently, severance will not be considered and will not be available to employees who volunteer, are placed, or are reclassified under this process.
- (ii) The Parties agree that they do not foresee an immediate impact to Claims Legal Services with the transition to the Enhanced Care Model. In the event that there are impacts to the Claims Legal Services in the future, ICBC will collaborate with the Union and assist employees in Claims Legal Services with career development plans and career transition support.
- (iii) The Parties agree that ICBC has provided the Union with sufficient notice pursuant to Section 54 of the *Labour Relations Code*.
- (iv) The Parties agree that Article 7.07(a) shall not apply to those who volunteer, are placed or reclassified pursuant to paragraphs (c), (d) and (e) of this LOU.

(v) The Parties agree that Articles 8 and 9 shall not apply to those who volunteer, are placed or reclassified pursuant to paragraphs (c), (d) and (e) of this LOU.

(vi) The Parties agree that any dispute arising from the application, interpretation or execution of this LOU shall be referred for discussion between the Parties, as outlined in paragraphs (g) of this LOU and if not resolved within 30 days from the first day discussed under (g) the parties may refer the dispute to Stage 3 of the grievance process.

(vii) The Parties agree that Article 12.04(j) shall be of no force or effect as of the date when there are no longer Customer Claims Specialists at the Centralized Claims Injury Centre (CCIC).

(viii) The Parties agree that ICBC will provide Executive Councillors, Board Members, and Job Stewards in Claims, paid leaves of absence of up to 3 hours for the purpose of attending informational sessions with the Union related to the transition to the Enhanced Care Model. The timing of these paid leaves of absence will be mutually agreed upon in advance to minimize disruption to ICBC's operation.

(ix) The Parties agree that employees, in the classifications referenced in this LOU, will have their approved vacation and nine (9) day fortnight day selection honoured for the year for which it was approved when they volunteer, are placed or are reclassified.

(x) The parties agree that this Agreement is entered into on a without prejudice and without precedent basis and will have no future application beyond this LOU and may not be subsequently used or referenced.

**For the Union**

K. Smyth

Date: November 27, 2020

**For the Corporation**

M. Hamlin-Douglas

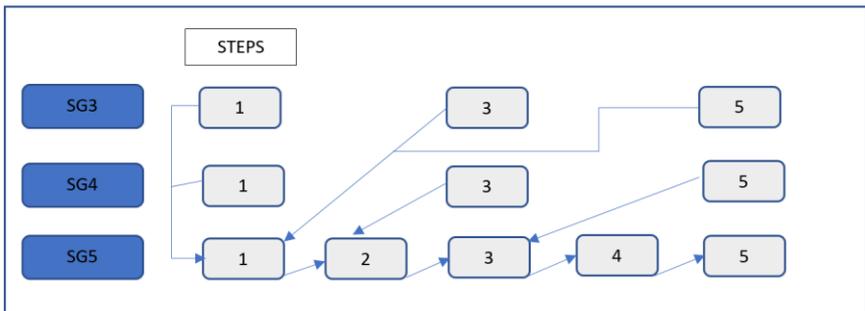
Date: November 27, 2020

**LETTER OF UNDERSTANDING**  
**RE: SALARY GROUP 3 AND SALARY GROUP 4 PAY**  
**AND STEP PROGRESSIONS**

It is agreed that all jobs in salary group (SG) 3 and 4 shall be paid as salary group 5, as of July 1, 2023, in the following manner:

1. SG3 step 1, 3 and 5 will be paid SG5 step 1
2. SG4 step 1 will be paid SG5 step 1
3. SG4 step 3 will be paid SG5 step 2
4. SG4 step 5 will be paid SG5 step 3

Each employee shall maintain their length of service date, which shall be used for all subsequent Salary Group step increases. For illustration, the progress between salary groups shall be as follows:



The provisions of Article 11.06(b) shall apply with the exception that an employee in Salary Group 3 will be treated the same as employees in Salary Groups 4 to 13.

**New Employees**

Employees hired into positions listed in Appendix A, Job Classifications by Salary Group, that are salary group 3 or 4, shall be paid no less than Salary Group 5, step 1. The provisions of Article 11.06 (b) shall apply with the exception that an employee in Salary Group 3 will be treated the same as employees in Salary Groups 4 to 13, meaning that the first step increase will happen after six months, and subsequent increases shall be annual. For part time employees, salary step increases shall be prorated based on regularly scheduled hours worked.

**Promotions**

An employee who promotes from SG3 or SG4 shall be entitled to the provisions of Article 11.08.

An employee who promotes to a position in SG4 and/or SG5 will not be considered as a lateral transfer with respect to Article 7.07.

**Job Evaluation**

This LOU solely impacts SG3 and SG4 job classifications, and has been reached on a without prejudice basis, and will have no impact on any other job classifications or evaluations, currently or in the future, at salary group 5 or higher.

There will be no changes to the existing job evaluation process as outlined in Article 10.

It is agreed that all jobs, current and future, in SG3 and SG4 shall remain valued as per Article 10.02. Point factor ratings for jobs in SG3 and SG4 shall not be changed because of this LOU.

This LOU does not prevent either party from amending the job evaluation sheets to capture material changes as and when they occur.

**Limited Postings**

The provisions of Article 7.05 with respect to jobs in SG3 and SG4 remain unchanged and unaffected by this LOU.

All other provisions of the collective agreement shall apply, unless agreed to by the Parties.

**For the Union**

Trevor Hansen

Date: June 2, 2023

**For the Corporation**

Jennifer Walker

Date: June 2, 2023

**LETTER OF UNDERSTANDING**  
**RE: OFFICE RELOCATIONS AND CLOSURES**

The Corporation's business model continues to evolve and change with respect to how and where it delivers its services to the citizens of British Columbia. This evolution includes the Corporation's review of its need for facilities taking into account multiple operational factors including where there may be opportunities to reduce its carbon footprint. The Corporation will provide the Union with reasonable notice regarding office relocations and closures affecting a significant number of employees. Where applicable, the Parties will meet to discuss a Labour Adjustment Plan in accordance with section 54 of the Labour Relations Code.

For the Union:

Trevor Hansen

Date: June 2, 2023

For the Corporation:

Jennifer Walker

Date: June 2, 2023

**LETTER OF UNDERSTANDING**  
**RE: RECRUITMENT AND RETENTION INCENTIVE**  
**PAYMENTS – INFORMATION SERVICES**  
**DEPARTMENT**

**Hourly Market Supplement**

1. Effective July 1, 2022, in recognition of recruitment and retention challenges in certain specialized roles, the Corporation will pay employees in the classifications listed in Schedule A a pensionable market supplement of \$1.48 per hour worked.

**Recruitment Incentive Program**

2. Effective upon ratification, the Corporation will pay a one-time Recruitment Incentive of \$3,000, less applicable deductions to the new regular full time and part-time employees hired into the classifications listed in Schedule A during the term of this Letter of Understanding. This payment shall be made upon hire and shall not be pensionable.

3. In the event an employee who has received a Recruitment Incentive resigns from or whose employment is terminated with cause from ICBC within the first year of their employment, the employee will be required to repay the Recruitment Incentive to ICBC in an amount prorated based on service provided in the eligible role until the employee's resignation or termination date. Amounts owed shall be recovered by way of payroll deduction, which shall constitute an assignment of wages under the *Employment Standards Act*.

4. Employees will only be eligible for one Recruitment Incentive from ICBC. In the event an employee who has already received a Recruitment Incentive is hired or promoted into another classification set out in Schedule A they will not receive an additional Recruitment Incentive.

5. This Letter of Understanding will expire at the end of this collective agreement unless renewed by the Parties.

6. The Parties may mutually agree to change classifications and/or amounts listed in Schedule A.

**Schedule A:**

| <b><u>Classifications</u></b>                    | <b><u>Job Code</u></b> | <b><u>Salary Group</u></b> |
|--|------------------------|----------------------------|
| <u>Infrastructure Platform Administration II</u> | <u>680</u>             | <u>10</u>                  |
| <u>Data Engineer – Intermediate</u>              | <u>00280676</u>        | <u>13</u>                  |
| <u>QA Analyst – Intermediate</u>                 | <u>274318</u>          | <u>11</u>                  |
| <u>QA Analyst – Senior</u>                       | <u>274319</u>          | <u>13</u>                  |
| <u>Business Systems Analyst – Intermediate</u>   | <u>274553</u>          | <u>12</u>                  |
| <u>Business Systems Analyst – Senior</u>         | <u>274539</u>          | <u>13</u>                  |
| <u>Developer – Intermediate</u>                  | <u>274759</u>          | <u>12</u>                  |

|                                     |               |           |
|-------------------------------------|---------------|-----------|
| <u>Developer – Senior</u>           | <u>274780</u> | <u>13</u> |
| <u>Technical Support Specialist</u> | <u>258023</u> | <u>10</u> |
| <u>Senior Technical Specialist</u>  | <u>472</u>    | <u>13</u> |

**For the Union**

Trevor Hansen

Date: June 2, 2023

**For the Corporation**

Jennifer Walker

June 2, 2023

**LETTER OF UNDERSTANDING**  
**RE: ONE-TIME SUBSIDY PAYMENT**

1. In recognition of the unique and specific challenges relating to the roles listed below, the Corporation wished to provide a one-time only economic subsidy retention payment of \$1,275.00, less applicable statutory deductions, to regular full-time or part-time employees (not temporary employees) in one of the following job classifications at ratification in accordance with the provisions set out below:

| <u>Job Code</u> | <u>Job Title</u>                         |
|-----------------|--|
| 2080            | Supervisor Driver Examiner               |
| 2079            | Supervisor Driver Licensing Centre       |
| 2076            | Supervisor Driver Examiner Unit          |
| 106440          | Driver Examiner I                        |
| 2074            | Driver Examiner II                       |
| 2077            | Standalone Driver Examiner               |
| 2071            | Client Service Representative            |
| 2072            | Supervisor Client Service Representative |
| 868             | Regional Salvage Assistant               |
| 225361          | Supervisor Regional Salvage              |
| 195604          | Supervisor Salvage                       |
| 333             | Administrative Salvage Assistant II      |
| 346             | Equipment Operator                       |

2. The One-Time Payment referred to above will be pro-rated in accordance with an Employee's Active Service in one of the designated roles above in the year preceding ratification but will not be less than \$500.00. For the purposes of this Letter of Understanding, Active Service includes any approved leave of absence with pay and includes absences under Article 19.05 (Maternity Leave) and 19.06 (Parental/Adoption Leave). For employees who were on an approved leave of absence without pay greater than 30 days of the preceding fiscal year, the payout will be pro-rated for the time period of Active Service.

3. The One-Time Payment is made on a without prejudice basis and does not constitute base wages and is not pensionable and will be paid within 60 days of ratification.

**For the Union**

Trevor Hansen

Date: June 2, 2023

**For the Corporation**

Jennifer Walker

Date: June 2, 2023

**LETTER OF UNDERSTANDING**  
**RE: DIVERSITY EQUITY INCLUSION TRAINING**

The Corporation is committed to being an inclusive employer, one that reflects the diversity of the people and communities of British Columbia in which we serve. In furtherance of this commitment, the Corporation agrees to collaborate with the Union in developing its initial baseline training for all employees on Diversity, Equity an Inclusion Literacy.

The parties agree that Employee Resource Groups (ERGs) are an integral part of ICBC's DEI approach, and as such, the Corporation agrees that it shall advise the Union of the names of the employees who hold leadership positions in these ERGs (for example, Co-Chairs, Membership Lead, Communications Lead, Marketing Lead, etc.) on an annual basis.

For the Union:

Trevor Hansen

Date: June 2, 2023

For the Corporation:

Jennifer Walker

Date: June 2, 2023

**APPENDIX F**  
**FOUR-DAY WORK WEEK**

**LETTER OF UNDERSTANDING  
RE: FOUR-DAY WEEK – CLAIMS CONTACT CENTRE**

Full-time regular employees scheduled to work the four-day week in the Claims Contact Centre, will be governed by the following terms and conditions:

**Hours of Work**

Hours of Operation: Twenty-four (24) hours per day, Sunday to Saturday.

Work Day: Eight (8) hours and fifty (50) minutes, to be scheduled within hours of operation.

Work Week: Four (4) days per week, Sunday to Saturday.

**Scheduled Time Off Provisions**

Employees working the four-day work week will neither earn TO days nor schedule TO days already earned. At the employee's option, any existing TO day entitlement will be either paid out, or frozen for the period of time during which they are working the four-day work week.

**Vacation Entitlement**

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

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

**Paid Holidays**

Paid holidays will be in accordance with Article 16.

**Lunch Periods**

Employees working the four-day work week may select either one (1) unpaid sixty (60) minute lunch period or two (2) thirty (30) minute unpaid lunch periods. These options may be varied by mutual agreement between the employee and manager, but will be subject to operational requirements.

**Work Scheduling**

Work scheduling will be in accordance with Article 12.10.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: February 16, 2015

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

**LETTER OF UNDERSTANDING  
RE: FOUR-DAY WEEK CENTRALIZED ESTIMATING  
FACILITY**

**Terms and Conditions of CEF Four-Day Work Week**

Full-time regular employees at CEF scheduled to work the four-day work week will be governed by the following conditions:

**Hours of Work**

Hours of Operation: 7:00 a.m. - 6:00 p.m., Sunday to Saturday.

Work Day: Nine (9) hours and forty-five (45) minutes (9.75) hours to be scheduled within hours of operation.

Work Week: Four (4) consecutive days per week, followed by four (4) consecutive days off, Sunday to Saturday.

**Lunch Periods**

Employees working the four-day work week may select either one (1) sixty (60) minute unpaid lunch period, or two (2) thirty (30) minute unpaid lunch periods. These options may be varied by mutual agreement between the employee and manager, but will be subject to operational requirements.

**Work Scheduling**

Employees shall be scheduled to work an average of one hundred and eighty-two and one-half (182.5) days (totalling 1781 hours in each calendar year, less vacation and paid holiday entitlement.)

If at the end of the calendar year an employee working the four-day week has not worked or has exceeded the prescribed hours (1781 hours), the excess or deficit will be carried over and integrated into the schedule for the following calendar year.

In the event an employee is scheduled for meetings or education courses on a day that would usually be scheduled off, then the employee will be paid at straight time for the duration of the meeting/course, subject to a minimum payment of four (4) hours, and the prescribed number of annual working hours noted above. If notice of less than twenty-four (24) hours is received, the employee affected will be paid at overtime rates.

**Scheduled Time Off Provisions**

Employees working the four-day work week will not earn TO days in accordance with Article 12.07. Any accrued TO days will be paid out upon appointment to the four-day week shift.

## **Vacation Entitlement**

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

- (a) Eleven (11) days in each calendar year in which the employee's first (1<sup>st</sup>) to seventh (7<sup>th</sup>) anniversary date occurs.
- (b) Fifteen (15) days in each calendar year in which the employee's eighth (8<sup>th</sup>) to sixteenth (16<sup>th</sup>) anniversary date occurs.
- (c) Nineteen (19) days in each calendar year in which the employee's seventeenth (17<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) anniversary date occurs.
- (d) Twenty-two (22) days in each calendar year in which the employee's twenty-fifth (25<sup>th</sup>) to twenty-ninth (29<sup>th</sup>) anniversary date occurs.
- (e) Twenty-six (26) days in each calendar year in which the employee's thirtieth (30<sup>th</sup>) anniversary date occurs, and in each calendar year thereafter.

## **Paid Holidays**

CEF operations will continue on all paid holidays except Christmas and New Year's Day.

Employees who would otherwise be regularly scheduled to work Christmas and/or New Year's Day will receive the day off with pay as per Article 16.03. Employees not scheduled to work Christmas and/or New Year's Day will receive a day in lieu, to be scheduled subject to operational requirements.

Employees scheduled to work any other paid holidays will receive one and one-half (1.5) times their normal rate of pay for hours worked on the holiday. Sick leave, where applicable, will be at straight time rates.

## **Weekend Premium**

Article 12.11(b) will not apply to employees participating in the four-day work week.

## **Operational Requirements**

Should operational requirements change such that the four-day week is no longer viable from a business perspective, upon providing reasonable written notice to the Union, the Corporation may discontinue the four-day week shift and all full-time employees will change over to the normal hours of work as set out in Article 12.01(c).

### **For the Union**

D.B. McPherson

Date: June 23, 1998

### **For the Corporation**

D.E. Thomas

Date: June 23, 1998

**LETTER OF UNDERSTANDING  
RE: FOUR-DAY WORK WEEK BROKER ENQUIRY UNIT**

Full-time regular employees scheduled to work the four-day week in the Broker Enquiry Unit (BEU) will be governed by the following terms and conditions:

**Hours of Work**

- Hours of Operation: 8:30am – 8:00pm M-F; 8:30am – 6:00pm S-S.
- Work Day: Eight (8) hours and fifty (50) minutes, to be scheduled within hours of operation.
- Work Week: Four (4) days per week, Sunday to Saturday.

**Premiums**

Any shift starting after 12:01 p.m. will receive a shift premium in accordance with Article 13.01(b).

Premiums for working on Saturday and Sunday will be in accordance with Article 12.11(b).

**Scheduled Time Off Provisions**

Employees working the four-day work week will neither earn TO days nor schedule TO days already earned. At the employee's option, any existing TO day entitlement will be either paid out, or frozen for the period of time during which they are working the four-day work week.

**Vacation Entitlement**

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

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

**Paid Holidays**

Paid holidays will be in accordance with Article 16.

**Lunch Periods**

Employees working the four-day work week may select either one (1) unpaid sixty (60) minute lunch period or two (2) thirty (30) minute unpaid lunch periods. These options may be varied by mutual agreement between the employee and manager, but will be subject to operational requirements.

**Work Scheduling**

Work scheduling will be in accordance with Article 12.10.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

**LETTER OF UNDERSTANDING**  
**RE: FOUR-DAY WORK WEEK**

Full-time regular employees who hold the classifications listed in Schedule "A" below and scheduled to work the four-day week will be governed by the following terms and conditions:

**Hours of Work**

Hours of Operations: 7:00 a.m. – 6:00 p.m., Monday to Friday.

Work Day: Eight (8) hours and fifty (50) minutes, to be scheduled within hours of operation.

Work Week: Four (4) days per week, Monday to Friday.

**Time Off Provisions**

Employees working the four-day work week will neither earn TO days nor schedule TO days already earned. At the employee's opinion, any existing TO day entitlement will be either paid out, or frozen for the period of time during which they are working the four-day work week.

**Vacation Entitlement**

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

(a) Twelve (12) days in each calendar year in which the employee's first (1<sup>st</sup>) to seventh (7<sup>th</sup>) anniversary date occurs.

(b) Sixteen (16) days in each calendar year in which the employee's eight (8<sup>th</sup>) to sixteenth (16<sup>th</sup>) anniversary date occurs.

(c) Twenty (20) days in each calendar year in which the employee's seventeenth (17<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) anniversary date occurs.

(d) Twenty-four (24) days in each calendar year in which the employee's twenty-fifth (25<sup>th</sup>) to twenty-ninth (29<sup>th</sup>) anniversary date occurs.

(e) Twenty-eight (28) days in each calendar year in which the employee's thirtieth (30<sup>th</sup>) anniversary date occurs, and in each calendar year thereafter.

**Paid Holidays**

Paid holidays will be in accordance with Article 16.

**Lunch Periods**

Employees working the four-day work week may select either one (1) unpaid sixty (60) minute lunch period or two (2) thirty (30) minute unpaid lunch periods. These options may be varied by mutual agreement between the employee and the manager, but will be subject to operational requirements.

**Work Scheduling**

Work Scheduling will be in accordance with Article 12.10.

**Operational Requirements**

Should operational requirements change such that the four-day week is no longer viable from a business perspective, upon providing reasonable notice to the Union, the Corporation may discontinue the four-day week shift.

**Schedule A**

- (a) 70 – Fair Practice Advisors
- (b) 660 – Senior Forms Analyst
- (c) 282327 – UX Designer
- (d) 441 – Senior Facilities Planner
- (e) 227028 – Facilities Project Planner
- (f) 234652 – CAFM System Analyst
- (g) 297820 – Environmental Program Specialist

**For the Union:**

Trevor Hansen

Date: June 2, 2023

**For the Corporation:**

Jennifer Walker

Date: June 2, 2023

In witness whereof the parties hereto have affixed their signatures this 2<sup>nd</sup> day of June 2023.

For:

**Insurance Corporation of British Columbia**

|                 |   |
|-----------------|---|
| Michael Hancock | Spokesperson, Harris & Company                      |
| Jennifer Walker | Associate Director Labour & Employment Programs     |
| Kirsten Wong    | Senior Employee Relations Advisor                   |
| Paul Setticasi  | Director Claims Injury Recovery Services            |
| Alison Magill   | Manager Broker Product & Distribution Support       |
| Madalina Opron  | Confidential Assistant Labour & Employment Programs |

For:

**MoveUP**

|                  |                        |
|------------------|------------------------|
| Trevor Hansen    | Union Representative   |
| Annette Toth     | Vice-President         |
| Brenda Chu       | Executive Board Member |
| Bryan Finstad    | Executive Board Member |
| Brian Martens    | Executive Board Member |
| Jeffrey Bryant   | Executive Board Member |
| Dimitri Ossinsky | Executive Board Member |

# BENEFITS SUPPLEMENT

## INTRODUCTION

The information found in the following document provides a summary of the benefits which are provided to employees who are members of the Union MoveUP and who are employed by the Insurance Corporation of British Columbia.

All the benefits arise as a result of collective bargaining between MoveUP (the Union) and ICBC (the Employer) with the exception of the Long Term Disability Plan. Actual plan documents are too lengthy for distribution to all employees and the information in these pages is intended to provide a basic understanding of the benefit plans. If there are issues or questions, employees are encouraged to review the plan summaries made available through ICBC's intranet, ICBC's Pension & Benefits Governance department, or your Union Job Steward.

For reference purposes, you will find information on these benefits in the following Article numbers of the Collective Agreement between the Union and ICBC:

| <b>Benefit</b>  | <b>Reference</b> |
|---|------------------|
| Medical Services Plan of British Columbia                           | Article 18.01(a) |
| Extended Health Care Plan   | Article 18.01(a) |
| Dental Care Plan  | Article 18.01(b) |
| Long Term Disability Plan   | Article 18.07    |
| Group Life and Accidental Death and<br>Dismemberment Insurance Plan | Article 18.02(c) |
| Travel Accident Insurance   | Article 18.08    |

ICBC and the Union are pleased to provide an excellent employee benefit program that is about the best in B.C. The benefits program is a result of many positive improvements through collective bargaining over the years.

# The Medical Services Plan of British Columbia

## The Plan

The Medical Services Plan of British Columbia provides basic medical coverage available to permanent residents of the Province.

It is the responsibility of all residents to ensure that they and their dependents are registered under the plan.

## Eligibility

A person must be a B.C. resident to qualify for medical coverage under MSP.

## Eligible Dependents

Dependents of MSP beneficiaries are also eligible for coverage if they are B.C. residents as set out above. Dependents include a spouse, children and dependent post-secondary students.

### Spouse

- A resident of B.C. who is married to or is living and cohabiting in a marriage-like relationship with the applicant.

### Child

- A resident of B.C. who meets all of the following conditions:
  - Is a child of a beneficiary or a person who stands in place of a parent
  - Who is a minor
  - Does not have a spouse
  - Is supported by the beneficiary

### Dependent post-secondary student

- A resident of B.C. who meets all of the following conditions:
  - Older than 18 and younger than 25 years of age
  - In full-time attendance at a recognized post-secondary institution (this includes trade, technical or high schools)
  - Supported by a beneficiary who is the person's parent or who stands in place of the person's parent

A spouse or child of an eligible B.C. resident may also be deemed a resident provided that an application for permanent residence has been submitted to Immigration, Refugees and Citizenship Canada (IRCC) and the sponsorship fee (if applicable), application for permanent residence fee and Right of Permanent Residence fee have been paid in full. Per IRCC, the dependent child of a sponsor is exempt from the Right of Permanent Residence fee.

## Benefits under the Plan (Services Covered)

The following services are covered under the plan:

- Medically required services provided by a physician enrolled with MSP;
- Maternity care provided by a physician or a midwife;
- Medically required eye examinations provided by an ophthalmologist or optometrist for adults aged 19-64;
- Annual eye examinations for children aged 0-18 and seniors aged 65+;
- Diagnostic services, including x-rays, provided at approved diagnostic facilities, when ordered by a registered physician, midwife, podiatrist, dental surgeon or oral surgeon;
- Dental and oral surgery, when medically required to be performed in hospital (excluding restorative services, i.e.: fillings, caps, crowns, root canals, etc.)\*;
- Orthodontic services related to severe congenital facial abnormalities.

\*The removal of healthy wisdom teeth, even if impacted, is not a benefit. Surgical removal of an impacted third molar (wisdom tooth) is an MSP insured service only when hospitalization is medically required, due to the extreme complexity of the extraction and where there is associated pathology. The removal of healthy wisdom teeth, even if impacted, is not a benefit.

## Services Not Covered by MSP

MSP does not provide coverage for the following:

- Services that are not deemed to be medically required, such as cosmetic surgery;
- Dental services, except as outlined under benefits;
- Routine eye examinations for persons 19 to 64 years of age;
- Eyeglasses, hearing aids, and other equipment or appliances;
- Prescription drugs (see Pharmacare);
- Acupuncture, Chiropractic, massage therapy, naturopathy, physical therapy and non-surgical podiatry services (except for MSP beneficiaries receiving supplementary benefits);
- Preventative services and screening tests not supported by evidence of medical effectiveness (for example, routine annual “complete” physical examinations, whole body CT scans, prostate specific antigen (PSA) tests);
- Services of counsellors or psychologists;
- Medical examinations, certificates or tests required for:
  - Driving a motor vehicle
  - Employment
  - Life insurance
  - School or university
  - Recreational and sporting activities
  - Immigration purposes

## BC PharmaCare Plan

PharmaCare has 12 plans that help B.C. residents pay for prescription medications, medical devices and supplies, and pharmacy services. One person can be covered by several plans. For most plans, you must be enrolled in the Medical Services Plan of B.C. (MSP).

The PharmaCare plan provides coverage for you for eligible drugs, ostomy supplies and permanent prosthetic items prescribed by your doctor, dentist or podiatrist. BC PharmaCare commences payment once your claims have exceeded a specified deductible amount in each calendar year. Your deductible is established when you register with PharmaCare and is based on your family income. Once you have attained the deductible, the PharmaCare deductible will begin payment. It is important that you register with PharmaCare to ensure full coverage.

# Extended Health Plan

## The Plan

The purpose of our Extended Health Care Plan is to provide you and your eligible dependents with assistance for costs related to treatment of medical conditions. If there should be any difference between the wording of this summary and the provisions of the Group Extended Health Care contract, together with subsequent riders to such contract, the provisions of the contract, as amended from time to time, shall prevail.

## Eligibility

To be eligible an employee or dependent must be eligible for coverage under the Medical Services Plan of BC.

All full-time regular and part-time regular employees are eligible for coverage.

Coverage for you and your eligible dependents will commence on the first day of the month following the date of employment. ICBC pays 100% of the cost for full-time employees and cost-shares for part-time employees.

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Does not have a spouse,
- Under age 21
- Not employed on a full-time basis; and,
- Not eligible for insurance under this plan or any other group benefit program.
- 

Your dependent's coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of ten (10) hours per week or, if they are incapable in engaging in any substantially gainful activity and is dependent upon you for support, maintenance and care, due to a mental or physical disability. A child who is incapacitated on the date they reach age 21 will continue to be an eligible dependent. However, the child must have been covered by this plan immediately prior to this date.

A stepchild must be living with you to be eligible.

## Deductible/Reimbursement

Before any payments are made under the plan, an amount of \$25.00 is deducted in each calendar year from the eligible expenses.

After the deductible has been satisfied, 80% of eligible expenses will be reimbursed until \$1,000.00 has been paid in a calendar year. After \$1,000.00 has been paid in the

calendar year, expenses will be reimbursed at 100%. Emergency Out-of-Province expenses are reimbursed at 100%.

The plan will reimburse based on reasonable and customary fees for the Province. **Note:** the plan shall not be liable for reimbursement in excess of \$350,000.00 lifetime to any one (1) employee or any one (1) dependent for claims made for services in Canada. Preauthorization is recommended from the carrier for expenses in excess of \$1,000.00 per person.

**Eligible Expenses (For Services within British Columbia)**

The following services are covered under the plan when performed within British Columbia where supporting documentation is provided. This is a summary for information purposes only.

| Eligible expense   | Guidelines  | Maximums   |
|--|---|--|
| Hospital   | Upgrade to private or semi-private room   | N/a  |
| Orthopedic Shoes   | Custom made shoes and modification when prescribed by physician or podiatrist   | \$400.00 per calendar year for adult<br>\$200.00 per calendar year for child   |
| Hearing aids   | Purchase of hearing aids when prescribed by a medical doctor or audiologist.<br>Repairs, maintenance and batteries not included.  | \$1,000.00 every five (5) calendar years for adult<br>\$1000.00 every two (2) calendar year for child  |
| Eyewear/glasses  | Charges incurred relative to purchase of corrective lenses and frames, contact lenses, laser eye surgery and/or eye examinations<br>Sunglasses and safety goggles not included          | \$500.00 per member or dependent in any two (2) consecutive calendar years for charges incurred relative to purchase of corrective lenses and frames, contact lenses and laser eye surgery. In addition, coverage will be provided for one eye exam per member or dependent, performed by a certified practitioner in any 24 month period (subject to reasonable customary charges). |
| Paramedical Services:<br>Physiotherapist,<br>Massage Practitioners,<br>Speech Therapist,<br>Acupuncturist, | Fees of qualified Paramedical Practitioners (massage, physiotherapy, naturopath, chiropractor, speech therapist, acupuncturist, podiatrist, chiropodist, osteopath, athletic therapist) | Combined maximum of \$1,500.00 per member or dependent in any calendar year.   |

| Eligible expense  | Guidelines   | Maximums  |
|---|--|---|
| <u>Chiropractor,</u><br><u>Naturopath,</u><br><u>Podiatrist,</u><br><u>Chiropodist,</u><br><u>Osteopath, Athletic</u><br><u>Therapist</u> |  |   |
| <u>Counselling</u><br><u>Services/ Mental</u><br><u>Health</u>  | <u>Fees of services from qualified</u><br><u>psychologists, social workers,</u><br><u>clinical counsellors and</u><br><u>psychotherapists.</u>   | <u>\$2,500.00</u> per member or<br>dependent in any calendar<br>year.   |
| <u>Drugs and</u><br><u>Medicines</u>  | Charges for drugs and<br>medicines legally requiring a<br>prescription<br>Includes insulin, syringes, oral<br>contraceptives, diabetic testing<br>supplies, injections of vitamin<br>b12 for treatment of pernicious<br>anemia, drugs prescribed for<br>fertility purposes<br>Excludes: preventative<br>medicines, any vitamin<br>preparation not expressly<br>included, food and mineral<br>supplements, those drugs not<br>approved pursuant to the food<br>and drug act for sale and<br>distribution in Canada  | Coverage based on generic<br>equivalent where available<br>unless physician has<br>prescribed brand name with<br>no exceptions.<br>Fertility drugs limited to<br>\$15,000.00 per person<br>lifetime.<br>Dispensing fee maximum<br>based on provincial average.  |
| <u>Gender Affirmation</u>   | <u>Eligible Procedures:</u> <ul style="list-style-type: none"> <li>• <u>Breast augmentation/</u><br/><u>Augmentation</u><br/><u>mammoplasty;</u></li> <li>• <u>Thyroid</u><br/><u>chondroplasty;</u></li> <li>• <u>Laryngoplasty;</u></li> <li>• <u>Permanent hair</u><br/><u>removal (laser or</u><br/><u>electrolysis) for pre-</u><br/><u>surgical areas, or for</u><br/><u>excessive facial or</u><br/><u>body hair;</u></li> <li>• <u>Brow bone reduction/</u><br/><u>construction;</u></li> <li>• <u>Jaw bone reduction/</u><br/><u>reshaping/</u><br/><u>contouring;</u></li> </ul> | <u>\$10,000.00</u> per member or<br><u>dependent in any calendar</u><br><u>year subject to a lifetime</u><br><u>maximum of \$50,000.00</u><br><u>(excludes procedures</u><br><u>available under the provincial</u><br><u>plan and subject to eligibility</u><br><u>requirements and</u><br><u>exclusions)</u> |

| Eligible expense                               | Guidelines   | Maximums   |
|--|--|--|
|  | <ul style="list-style-type: none"> <li>• <u>Rhinoplasty, blepharoplasty and rhytidectomy;</u></li> <li>• <u>Liposuction of the waist;</u></li> <li>• <u>Gluteal augmentation (lipofilling or implants);</u></li> <li>• <u>Hairline reconstruction to correct a receding hairline;</u></li> <li>• <u>Hysterectomy;</u></li> <li>• <u>Vaginectomy;</u></li> <li>• <u>Salpingo-oophorectomy;</u></li> <li>• <u>Chest contouring/ chest masculinization, including liposuction/ lipofilling done to provide additional contouring;</u></li> <li>• <u>Implantation of penile and/ or testicular prostheses;</u></li> <li>• <u>Chin and cheek augmentation;</u></li> <li>• <u>Pectoral implants</u></li> </ul> |  |
| Oxygen, Oxygen Masks                           | Charges for oxygen, oxygen masks, regulators, blood and blood plasma only when ordered by an attending physician   | N/a  |
| Permanent Prosthesis                           | Charges for permanent prosthesis (artificial limbs, eyes and mastectomy forms) and braces. Only when ordered by attending physician.   | N/a  |
| Crutches, Canes, Walkers, Wheelchairs, Trusses | Charges for rental or when approved purchase   | N/a  |
| Ostomy/Ileostomy Supplies                      | When ordered by attending physician  | N/a  |
| Orthotics                                      | Charges for custom made orthotics when recommended by physician or podiatrist  | \$400.00 per calendar year per adult<br>\$200.00 per calendar year per child |

| <b>Eligible expense</b>     | <b>Guidelines</b>   | <b>Maximums</b>       |
|-----------------------------|---|-----------------------|
| Ambulance                   | Charges of licensed ambulance service in BC, including air ambulance to transport patient to nearest hospital where adequate treatment is available | N/a                   |
| Medical Equipment           | Durable medical equipment such as manual hospital beds, respirator, oxygen equipment and other durable equipment usually found only in hospitals.   | N/a                   |
| <u>Vaccination coverage</u> | <u>Charges for Vaccines</u>   | <u>N/a</u>            |
| Wigs                        | Charges for wigs and hairpieces for patients with temporary hair loss as a result of medical treatment.   | \$500.00 per lifetime |

### **Eligible Expenses (For Emergency Out-of-Country Services)**

Treatment required as a result of a medical emergency which occurs while temporarily outside Canada provided the covered person who receives the treatment is also covered by the Medical Services Plan of BC during the absence.

**Note:** the carrier shall not be liable for reimbursement in excess of \$1,000,000.00 lifetime to any one (1) employee or any one (1) dependent for Emergency Out-of-Country claims made to the Extended Health Plan.

A medical emergency is a sudden, unexpected injury which occurs, or an unforeseen illness which begins while a covered person is traveling outside Canada and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the covered person is able to return to their normal province of residence.

| <b>Eligible expense</b>    | <b>Guidelines</b>  |
|----------------------------|--|
| Hospital                   | Room charges over and above that covered by the BC hospital program, in an emergency where patient is confined or treated in an acute general hospital   |
| Physician                  | Customary charges for physician's and surgeon's services and laboratory and x-ray services when ordered by attending physician in an emergency, over and above amount allowed under the Medical Services Plan of BC. |
| Ambulance or Air Ambulance | Local ambulance or where required air ambulance to transport the patient to the nearest medical facility or hospital where adequate medical treatment is available.  |

## **Exclusions**

- (a) Expenses for services or supplies covered or provided by a Government Agency or plan or third party. This includes any tax-supported agency and any other group or individual insurance.
- (b) Expenses related to, or as a result of war, riot or insurrection.
- (c) Expenses of a patient hospitalized at the time of enrollment.
- (d) Except as outlined in this brochure, hearing aids or examinations for the prescription or fitting thereof, dentures or dental treatment and x-rays, professional services of physicians and surgeons in the Province of British Columbia or any person who renders a professional health service.
- (e) Remedies prescribed by a naturopath or a podiatrist, HCG injections, elastic stockings, brassieres, arch supports, air humidifiers and purifiers, insulin pumps, services of Victorian Order of Nurses or graduate or licensed practical nurses, services of religious or spiritual healers, occupational therapy, services and supplies for cosmetic purposes, rest cures.
- (f) Transportation charges incurred for elective treatment and/or diagnostic procedures or for health or health examinations of any kind.
- (g) Out-of-Province expenses incurred due to therapeutic abortion, childbirth or complications relative to pregnancy occurring within two (2) months of the expected termination date of pregnancy.
- (h) Charges for pre-existing conditions requiring continuous or routine medical care while Out-of-Province.

## **Making a Claim**

1. Review plan summary and claims guidelines available on ICBC's intranet to determine what is eligible and what documentation is required.
2. Photocopy your receipts and any other documentation to be sent with your claim.
3. Mail completed claim form with original receipts and other required documentation to the carrier.

# Dental Plan

## The Plan

The purpose of our Dental Care Plan is to provide you and your eligible dependents with assistance with the costs of most dental work performed by a dentist who is a dental surgeon licensed by the College of Dental Surgeons of British Columbia to practice with the Dentistry Act of BC.

If there should be any differences between the wording of this summary and the provisions of the Dental Care Plan Agreements together with subsequent riders to such agreements, the provisions of the Agreements as amended from time to time, shall prevail.

The plan does not pay for duplicate, incomplete, or unsuccessful procedures. All fees are based on the BC Dental Fee Guide with allowances for specialists.

## Eligibility

All full-time regular and part-time regular employees are eligible for coverage. Coverage for you and your eligible dependents will commence on the first day of the month following three (3) months of continuous service. ICBC pays 100% of the cost for this coverage for full-time employees and cost-shares for part-time employees.

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse, your natural or adopted child or step child who is:

- Does not have a spouse,
- Under age 21
- Not employed on a full-time basis; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependents coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of 10 hours per week or, if they are incapable in engaging in any substantially gainful activity and is dependent upon you for support, maintenance and care, due to a mental or physical disability. A child who is incapacitated on the date they reach age 21 will continue to be an eligible dependent. However the child must have been covered by this plan immediately prior to this date.

A stepchild must be living with you to be eligible.

## Eligible Expenses

The following services are covered under the plan when performed within British Columbia where supporting documentation is provided. This is a summary for information purposes only.

| Eligible expense                             | Guidelines   | Maximums  |
|--|--|---|
| Plan A – Basic Services                      | Reimbursement at 100%  |   |
| Dental Examinations                          | Recall oral examinations<br>one (1) unit scaling and<br>one (1) unit polishing<br>Topical fluoride<br>Bitewing x-rays                                  | Every six (6) months  |
|  | Complete oral examination  | One (1) every two (2) calendar years                                  |
| X –Rays                                      | Full mouth series  | One (1) every two (2) calendar years                                  |
| Fillings                                     | Fillings with amalgam<br>Replacement fillings provided filling is at least twelve (12) months old and is damaged due to breakdown or significant decay |   |
| Extractions                                  |  |   |
| Routine Diagnostic and Laboratory Procedures | Based on reasonable and customary fees   |   |
| Periodontics                                 | Scaling  | Combined maximum of twelve (12) units per calendar year               |
| Endontic                                     | Root canals and therapy  | Initial treatment plus one (1) re-treatment per tooth per lifetime    |
| Dentures                                     | Full or partial removable dentures<br>Replacement provided (see plan for detail)   |   |
| Plan B- Major Restorative                    | Reimbursement at 70%   |   |
| Crowns and Onlays                            | When the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay   |   |
| Inlays                                       | Provided covering at least three (3) surfaces and cap tooth is missing   |   |
| Bridges                                      | Fixed bridgework<br>Replacement (see plan booklet)   | Does not apply if tooth was missing prior to coverage being in effect |

|                      |                      |   |
|----------------------|----------------------|---|
| Plan C - Orthodontic | Reimbursement at 50% |   |
| Orthodontic          |                      | Life time maximum \$5,000.00 per person |

## Alternative Treatment

Where two (2) or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, the plan will benefits as if the least expensive course of treatment were used.

## Exclusions

- (a) Self inflicted injuries.
- (b) War, insurrection, the hostile action of any armed forces or participation in a riot or civil commotion.
- (c) The committing of or attempt to commit an assault or criminal offense.
- (d) Injuries sustained with operating a motor vehicle while under the influence of any intoxicant, including alcohol.
- (e) Dental care which is cosmetic, unless required because of an accidental injury which occurred while the patient was covered under this benefit.
- (f) Anti-snoring or sleep apnea devises
- (g) Charges for broken appointments, third party examinations, travel to or from appointments, or completion of claim forms.
- (h) Services which are payable by any Government plan.
- (i) Services or supplies for which there would normally be no charge in the absence of Group Benefit coverage.
- (j) Implants or any services rendered in conjunction with implants, however a portion of the fees for these services may be considered for payment under the alternate treatment clause.
- (k) Treatment for full mouth reconstruction, for a vertical dimension, or for a correction of temporomandibular joint disfunction.
- (l) Replacement of removable dental appliances which have been lost, mislaid or stolen.
- (m) Laboratory fees or other such fees that exceed reasonable and customary charges.

## Making a Claim

Your dentist may elect to submit a claim to the carrier on your behalf and bill you for your portion, or they may elect to bill you for the full cost of treatment and require you to submit your own claim for reimbursement to the carrier. Claims should be completed as soon as possible after the dental treatment has been completed.

To avoid any misunderstanding about your claim, you should ask your dentist at the beginning of treatment whether they will submit the claim or require you to do so. You should also ask your dentist if their fees are in accordance with the fee guide of the College of Dental Surgeons of British Columbia. If they are higher, you will be required to pay the excess cost.

## Termination of Coverage

Your coverage and that of your registered dependents, if any, will terminate when your employment terminates. The coverage for a dependent child terminates when that child reaches 21 years of age, **and is not attending school**, or prior thereto on the date that

the child marries or is by virtue of their own employment entitled to or eligible for dental care coverage.

All coverage ceases on the day this plan is terminated.

# Long Term Disability

## The Plan

These pages provide a general description of the Long Term Disability Plan for the members of the Canadian Office and Professional Employees' Union, Local 378, who are employed by the Insurance Corporation of British Columbia.

The plan which became effective on May 1, 1976 is underwritten by Desjardins through a contract of insurance issued to the trustees of the Canadian Office & Professional Employees' Union, Local 378, Long Term Disability Fund and Plan.

## Eligibility

Eligibility for participation in the plan is determined by the Collective Agreement between the Union and the Corporation.

## Cost

In order that your Long Term Disability benefit payments (if you became disabled) are non-taxable you contribute the full cost of this benefit.

Premiums are deducted from your pay and remitted to the trust by the Corporation.

## Benefits

The plan will provide you with a monthly benefit, before reduction for other income as follows:

75% of the first \$500.00 of your "monthly earnings", plus 50% of your "monthly earnings" in excess of \$500.00 to a maximum monthly benefit of \$3,500.00.

Benefits will be reduced by:

- (i) any amounts payable in respect of yourself from the Canada Pension Plan, Workers' Compensation Act or legislation of similar purpose;
- (ii) any amount payable under any group insurance, wage continuation or pension plan of your employer that provides disability income; and
- (iii) any amount of disability income provided by any compulsory act of law including no fault automobile insurance.

If you or your dependent children receive income as a result of your disability or you receive income from an employer (other than rehabilitation income described below) the total benefits payable under the plan will be reduced by the amount which "total disability income" exceeds 85% of your "net monthly earnings".

## Commencement and Duration of Benefits

You are entitled to benefits after the expiration of your sick leave benefits payable by the Corporation on the provision of appropriate medical evidence.

Benefits are payable monthly in arrears. You will receive benefit payments monthly for as long as your disability continues, but not beyond your 65th birthday.

Long term disability benefits will be payable for the first two (2) years following expiration of your sick leave benefits payable by the Corporation if you are unable as a result of bodily injury or sickness to engage in your normal occupation. After two (2) years, benefits will continue as long as your disability prevents you from engaging in any occupation or employment for wages or compensation for which you are or can reasonably become qualified by education, training or experience.

## **Rehabilitation**

As an incentive to encourage you to return to gainful employment prior to a full recovery after disability, the rehabilitation benefit permits you to perform certain work while you are still receiving disability benefits under the plan. The treatment of rehabilitative earnings differs depending on whether rehabilitative employment is secured with the Corporation or with another employer.

If rehabilitative employment is secured with the Corporation, your monthly benefit shall only be reduced by the excess that your "net rehabilitative earnings" plus the benefit otherwise payable under the plan exceed:

- (i) 100% of your "net monthly earnings" if you return to work part-time; or
- (ii) 100% of your "net monthly earnings" if you return to work full-time at a lower rate of monthly earnings.

If rehabilitative employment is secured with another employer your monthly benefit shall be reduced by 50% of "net rehabilitative earnings" with an overall limitation that benefits otherwise payable under the plan plus "net rehabilitative earnings" cannot exceed 100% of your "net monthly earnings".

## **Pre-Existing Conditions**

No monthly benefit shall be payable under this provision for any period of total disability which was caused by or resulting directly or indirectly from a pre-existing condition, unless you have not required treatment, medication or medical advice for a period of ninety (90) days while insured under this policy, or unless you have been insured under this policy for at least twelve (12) months and have not been absent from work due to the pre-existing condition for at least twelve (12) months. Time away from work up to ten (10) cumulative working days during the twelve (12) month period will be interpreted as not being absent from work.

## **Leaves of Absence, Strikes or Lock-Outs**

Long term disability benefits will not commence being paid:

- (i) while you are on leave of absence including an approved pregnancy leave of absence except while on a leave of absence to serve as an employee of the Union.
- (ii) while you are on strike or are locked-out by the Corporation except when you are disabled prior to 12:01 a.m. on the date that such strike or lock-out commences.

## How to Submit a Claim

It is your responsibility to make a claim for Long Term Disability benefits.

Have your doctor complete the physician's statement claim form. Charges for obtaining the completed form are your responsibility.

Complete the employee's statement.

Forward all completed forms to Desjardins. You will be provided with the complete mailing address when you are provided with the forms.

These pages are intended as a general description of the provision of the Long Term Disability Plan.

All provisions of the plan are subject to the terms and conditions of the plan document that shall govern in the event of a conflict with this description. A copy of the plan document can be obtained from the Union office.

## Provisions / Limitations / Definitions

To qualify for Long Term Disability benefits you must be under the care of a physician. While you are receiving benefits, you are not required to pay Long Term Disability premiums.

No benefits will be payable for disability caused or resulting from:

- (i) Participation in a rebellion, riot or insurrection, disorderly conduct or participation in an unlawful assembly, war, whether war has been declared or not, or by full or part-time service in any armed forces.
- (ii) Flying or air travel, except when flying or traveling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate Government authority and which is operated by a properly licensed pilot.
- (iii) Participation in or consequence of having participated in the commission of an offence under the Criminal Code of Canada or any other act of parliament or provincial statute or a similar offence under the laws of any other country.
- (iv) Addictive non-medical consumption of drugs or alcohol unless you are under the care of a physician and following an approved course of treatment or are institutionalized for the condition.
- (v) Normal termination of a pregnancy.

"Monthly Earnings" means your basic monthly earnings at the date of your disability exclusive of overtime, bonuses and commissions. For part-time employees, your "Monthly Earnings" are calculated as the average earnings over the six (6) month period prior to your disability.

"Total Disability Income" does not include any benefit payable from a personal insurance policy (other than no fault automobile insurance), any disability benefit you were receiving prior to becoming disabled under this plan, or any cost of living or similar adjustments in benefits payable under the Canada Pension Plan or Workers' Compensation Act.

"Net Monthly Earnings" means your "Monthly Earnings" at the date of your disability reduced by compulsory statutory or Government deductions including income tax.

"Net Rehabilitative Earnings" means your earnings from rehabilitative employment reduced by compulsory statutory or Government deductions including income tax.

# Life Insurance

## The Plan

The purpose of this plan is to provide you and your dependents with financial support in the event that one (1) of you should die.

## Basic Life Insurance Cost

The premiums are paid by ICBC for all full-time regular employees. ICBC cost shares the premium for all part-time regular employees. The premium paid by ICBC on your behalf is a taxable benefit.

## Basic Coverage (Mandatory)

- (a) On your life  
Life insurance equal to your regular annual salary rounded to the next higher multiple of \$1,000.00 if not an even multiple of \$1,000.00, times two (2).
- (b) On the Lives of Your Dependents  
On your spouse - life insurance equal to \$10,000.00  
On your dependent children - life insurance equal to \$5,000.00 for each dependent child.

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Does not have a spouse,
- Under age 21
- Not employed on a full-time basis ; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependents coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of ten (10) hours per week.

A stepchild must be living with you to be eligible.

## **Voluntary Life Insurance (Optional)**

This is term insurance on your life only which may be purchased by you in multiples of \$25,000.00 to a maximum of \$900,000.00. Premiums are payable by you and are based on your age and whether or not you are a smoker. Current rates can be obtained on ICBC's intranet or through employee benefits.

## **Disability Premium Waiver**

If while insured you become totally disabled, before attaining age 65, your group life insurance and that of your eligible dependents shall be continued for the amount then in effect during the period of your disability.

## **Conversion**

You may apply, during the thirty-one (31) day period following termination of employment, for an individual policy of life insurance in an amount up to the amount of life insurance in force on your life and that of your spouse at the date of termination to a combined maximum of \$200,000.00. Dependent children's life insurance cannot be converted.

If there are any variances between these details and the provision of the policy, the latter shall govern.

# Accidental Death and Dismemberment

## The Plan

The purpose of this plan is to provide you and your dependents with financial support in the event that one (1) of you should die or suffer accidental dismemberment. Insurance is payable in the event of your death or dismemberment as a result of external, violent or accidental means.

## Coverage

You may purchase this insurance in multiples of \$40,000.00 (minimum \$40,000.00; maximum \$480,000.00) to cover you alone **or** you and all of your dependents. Your spouse's coverage is 50% of your coverage if you have no dependent children and 40% if you have dependent children. Each dependent child is covered for 5% of your coverage. You may insure yourself without insuring your dependents, but you cannot insure your dependents without insuring yourself and you cannot insure one (1) dependent without insuring all dependents.

## Cost

The plan is voluntary and therefore you are responsible for the premiums. Current premium rates can be obtained on ICBC's intranet or from employee benefits.

## Benefits Payable

| <b>Loss</b>                           | <b>Percentage of amount insured</b> |
|---------------------------------------|-------------------------------------|
| Life                                  | 100%                                |
| Both Hands                            | 100%                                |
| Both Feet                             | 100%                                |
| Sight of Both Eyes                    | 100%                                |
| One(1) Hand and One (1) Foot          | 100%                                |
| One (1) Hand and Sight of One (1) Eye | 100%                                |
| One (1) Foot and Sight of One (1) Eye | 100%                                |
| Speech and Hearing                    | 100%                                |
| One (1) Arm                           | 75%                                 |
| One (1) Leg                           | 75%                                 |
| One (1) Hand                          | 67%                                 |
| One (1) Foot                          | 67%                                 |
| Sight of One (1) Eye                  | 67%                                 |
| Speech or Hearing                     | 50%                                 |
| Thumb and Index Finger of Either Hand | 33%                                 |

The plan covers total and permanent loss of use as well as the actual severance of a limb or extremity.

The death or loss must occur within three hundred and sixty-five (365) days after the date of sustaining such injury.

If an insured individual sustains more than one (1) loss as a result of any one (1) accident, payment shall be made for that one (1) loss for which the largest amount is payable.

Loss of sight, hearing or speech must be entire and irrecoverable.

## **Additional Benefits**

### ***Common Disaster Benefit***

If you and your spouse are both fatally injured in the same accident, your spouse's insurance amount will be increased to match yours to a maximum aggregate payment of \$500,000.00.

### ***Day Care Benefit***

In the event of your death, the plan will reimburse up to 5% of the amount of your insurance per year for each eligible dependent child that attends a legally licensed day care Centre. The maximum benefit paid is \$5,000.00.

### ***Education Benefit***

In the event of your death, the plan will pay toward the cost of your dependent child's education, up to 2% of the amount of your insurance.

### ***Family Transportation Benefit***

If you or your insured dependent are confined to a hospital which is at least one hundred and fifty kilometers (150 km) from your normal residence, the plan will pay up to \$1,000.00 for the transportation and lodging of your immediate family.

### ***Occupational Training Benefit***

In the event of your death, the plan will pay up to \$10,000.00 for your insured spouse to be trained in a gainful occupation.

### ***Double Up Benefits for Paralysis***

This plan will double up your benefits if an accident results in quadriplegia, paraplegia or hemiplegia.

In the event of accidental death, payment of the accidental death and dismemberment benefit is made in addition to any payment under group life insurance.

## **Exceptions and Limitations**

The accidental death and dismemberment benefit is not payable for any loss which results from or is caused directly or indirectly by any of the following:

Suicide or intentionally self-inflicted injury, while sane or insane.

The insured individual's commission of, or attempt to commit, an assault or any criminal offence.

Insurrection or war, whether or not war be declared, any act incident to such insurrection or war, or participation in any riot.

Travel or flight in any aircraft, or descent from such aircraft, if the insured individual is a pilot or other member of the crew of the aircraft, or if such flight is made for purposes of instruction, training or testing.

Illness or disease of any kind, or medical or surgical treatment thereof, or any infection other than septic infection caused through a visible wound accidentally sustained.

Intentional use of drugs.

## **Disability Premium Waiver**

If while insured you become totally disabled, before attaining age 65, your accidental death and dismemberment coverage and that of your eligible dependents shall be continued for the amount then in effect during the period of your disability.

## **Conversion**

You may apply, during the sixty (60) day period following termination of employment, for an individual policy in an amount up to the amount of accidental death and dismemberment insurance in force on you and your spouse at the date of termination. Dependent children's insurance cannot be converted.

If there are any variances between these details and the provision of the policy, the latter shall govern.

# Travel Accident Insurance

## The Plan

This plan insures all full-time and part-time regular employees against death or injury sustained while traveling on company business anywhere in the world. Such trip starts when you leave your residence or place of regular employment to go on the trip, whichever last occurs, and continues until such time as you return to your residence or place of regular employment, whichever first occurs. Coverage is extended to include incidental personal travel made in connection with a trip on company business. Coverage does not extend to travel on vacation (except when incidental to a business trip) or leave of absence and to travel to and from work.

## Benefits

The premiums are fully paid by ICBC. The extent of your coverage is as follows:

|   |               |
|---|---------------|
| Loss of Life  | \$150,000.00  |
| Loss of Both Hands  | \$ 150,000.00 |
| Loss of Both Feet   | \$ 150,000.00 |
| Loss of Entire Sight of Both Eyes   | \$ 150,000.00 |
| Loss of One (1) Hand and One (1) Foot   | \$ 150,000.00 |
| Loss of One (1) Hand and the Entire Sight of One (1) Eye                          | \$ 150,000.00 |
| Loss of One (1) Foot and the Entire Sight of One (1) Eye                          | \$ 150,000.00 |
| Loss of One (1) Arm   | \$ 112,500.00 |
| Loss of One (1) Leg   | \$ 112,500.00 |
| Loss of One (1) Hand  | \$ 75,000.00  |
| Loss of One (1) Foot  | \$ 75,000.00  |
| Loss of the Entire Sight of One (1) Eye   | \$ 75,000.00  |
| Loss of Thumb and Index Finger  | \$ 37,500.00  |
| Loss of Use of Both Hands   | \$ 150,000.00 |
| Loss of Use of Both Arms  | \$ 150,000.00 |
| Loss of Use of One (1) Arm  | \$ 112,500.00 |
| Loss of Use of One (1) Hand   | \$ 75,000.00  |
| Loss of Speech or Hearing   | \$ 75,000.00  |
| Loss of Speech and Hearing  | \$ 150,000.00 |
| Quadriplegia (Total Paralysis of Both Upper and Lower Limbs)                      | \$ 150,000.00 |
| Paraplegia (Total Paralysis of Both Lower Limbs)                                  | \$ 112,500.00 |
| Hemiplegia (Total Paralysis of Upper and Lower Limbs of One (1) Side of the Body) | \$ 75,000.00  |

"Loss of use" as above used with reference to hands and arms means total and irrecoverable loss of use thereof and must be continuous for twelve (12) months.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

"Loss" as above used with reference to quadriplegic, paraplegia and hemiplegia means the complete and irreversible paralysis of such limbs.

The total payable to all persons killed or injured as a result of any one (1) accident is limited to \$1,000,000.00 and in the event that total claims from any one (1) accident exceed \$1,000,000.00, the amount payable for each insured person is in the proportion that \$1,000,000.00 bears to the total amount of insurance that would have been payable had this limit not existed.

This travel accident insurance is over and above any group life or accidental death and dismemberment coverage that you might already have. You are automatically enrolled in the plan by virtue of your position as an employee of the Corporation.

Any benefits payable under this policy as a result of accidental death shall be payable to your estate. All other benefits shall be payable to you as the insured employee.

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