

**LETTER OF UNDERSTANDING  
VACATION SCHEDULING FOR CERTAIN POSITIONS**

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**WHEREAS:**

- A. Article 15 of the Collective Agreement concerns Annual Vacations, and provides that employees must submit their vacation selection preferences no later than November 20, 2017 (the "Submission Deadline") and that the vacation schedule must be prepared and posted as soon as possible and no later than December 10, 2017.
- B. Per Article 15.12(g), the Employer conducts vacation selection to ensure that no employee's second choice takes preference over a junior employee's first choice, etc.;
- C. Employees who are supported by WorkForce Services, including employees affected by Letter of Understanding 28 regarding Claims Division Provincial Scheduling for Certain Classifications, the Submission Deadline will make it difficult for affected employees and the Employer to complete the number of vacation selection rounds necessary to address all employee vacation selections by the Schedule Deadline;
- D. The Employer 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.

Therefore, the parties have agreed to the following process to govern vacation scheduling for the 2018 Vacation Year for certain positions.

- 1. Schedule A to this Agreement identifies the positions for which this Agreement applies (the "Impacted Positions").
- 2. Employees who are on an acting assignment scheduled to end on or before April 1, 2018 will participate in the vacation selection process for their home department. Employees who are on an acting assignment scheduled to end on or after April 2, 2018 will participate in the vacation selection process for their temporary department.
- 3. Vacation selection bid forms, seniority lists, and a vacation calendar indicating the number of available vacation dates throughout the vacation scheduling period ("Vacation Calendar") will be made available to Impacted Employees no later than October 1st, 2017.
- 4. Impacted Employees will receive adequate training during work hours to prepare them for the new vacation selection process.
- 5. The Submission Deadline of November 20, 2017 will be eliminated and replaced by four separate vacation submission deadlines to accord with four separate and successive rounds of vacation selection as follows (the "Vacation Selection Deadlines"):
  - a. Round 1 (first vacation selection) – October 5th, 2017;
  - b. Round 2 (second vacation selection) – October 26, 2017;
  - c. Round 3 (third vacation selection) – November 21, 2017; and

d. Round 4 (fourth and successive vacation selections) – December 1, 2017.

6. The Vacation Selection Deadlines are target deadlines and the Employer will make best efforts to process the four vacation selection rounds in accordance with the Vacation Selection Deadlines. However, the parties acknowledge that the Employer may be required to postpone the Vacation Selection 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 Vacation Selection Deadlines becomes necessary, the Employer will communicate that fact and the new Vacation Selection Deadlines to the Union and then to Employees in a timely manner.
7. 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 a Selection may be a block of time of any duration.
8. 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.
9. In each round of Selection, each employee 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.
10. An updated Vacation Calendar reflecting the most current vacation balances will be made available prior to the commencement of each round of vacation selection.
11. Only Selections submitted using the vacation bid form and received in accordance with the timelines outlined above will be considered in each round. If an employee is on an absence from work, they will be able to submit their requests by proxy via their manager or manager's delegate.
12. After each of round 1 and 2, the Employer will make call-backs to employees who submit a *bona fide* vacation bid during the round and do not secure any vacation selection. A *bona fide* vacation bid is one where the employee:
  - a. makes vacation Selections that are available on the Vacation Calendar at the start of the round,
  - b. submits at least 5 total Selections, and
  - c. submits at least 1 Selection that is outside of July, August and the last two weeks of December.
13. All employee call-backs will take place during previously designated call-back days between the hours of 8 am and 6 pm from Monday to Friday (the "Call-Back Window"). While the Employer 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 Employer 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 vacation 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.


14. The final vacation schedule will be posted promptly upon completion of the vacation selection process and by no later than December 22, 2017.
15. Vacation selections made after the vacation selection process outlined in this LOU will be subject to Article 15.12 Vacation Scheduling as applicable.
16. The Employer will provide the allocated vacation results to the Union after each Vacation Submission Deadline. The Union agrees to not proactively share these results with their members.
17. The Employer will create and utilize a heat map tool to display employee vacation selections during the vacation selection process to help provide transparency to employees about the vacation that other employees are selecting. The Employer will update this tool on at least a twice daily basis and share this tool with the Union twice daily throughout the vacation selection process.
18. The Employer agrees to pilot the Union's Vacation Scheduling Proposal provided to the Employer on March 21, 2017 for employees in the Drivers Licensing Customer Contact Centre in Victoria with appropriate amendments to dates, scheduling windows, and how to handle new employees moving into the department as have been discussed by the parties and such other amendments as may be mutually agreed between the parties.
19. The Employer agrees to assign two Union job stewards to work with Workforce on the processing and call-backs for the 2018 vacation selection process on Employer paid time. The assigned job stewards must be mutually agreed to by the parties.
20. The parties agree to meet before March 31, 2018 in advance of the 2019 vacation schedule process to discuss how to proceed with the 2019 vacation selection process and a potential extension of this signed Letter of Understanding. In the event that no agreement is reached to amend or continue the vacation selection process outlined in this Letter of Understanding, the parties will revert to the process outlined in the Collective Agreement.
21. 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.
22. 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:

  
Kevin Smyth  
Union Representative  
MoveUp

Date: 09/18/2017

FOR THE CORPORATION:

  
Brad Den Ouden  
Senior Advisor, Employee Relations  
ICBC

Date: 09/18/2017

## Schedule A

### List of Impacted Positions:

1. Each of the Province-wide Positions identified in LOU 28; Claims Adjusters, excluding those in Out-of-Province Claims or Commercial Claims; Injury Adjusters, excluding those in Out-of-Province Claims; and
2. Injury Adjusters at the Centralized Claims Injury Centre (CCIC); and
3. Supervisors Telephone Claims, Call Centre Coordinators, Customer Service Adjusters, Claims Contact Representatives at the Claims Contact Centre (CCC); and
4. Broker Enquiry Representatives, AP and Driver Services Representatives at the Broker Enquiry Unit (BEU);
5. Customer Contact Representatives I, at Driver Testing & Vehicle Information (DTVI);
6. Customer Contact Representatives II, Customer Contact Representatives III at Insurance Customer Services (ICS); and
7. Customer Contact Representatives II DL, (DLCCCV) will be participating in the pilot as outlined in paragraph 17.