

BETWEEN:

INSURANCE CORPORATION OF BRITISH COLUMBIA

(the "Corporation")

AND:

COPE378 dba MoveUP

(the "Union")

MEMORANDUM OF AGREEMENT

1. Previous Conditions

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

2. Term of Agreement

The term of the new Collective Agreement shall be three (3) years, from July 1, 2019 to June 30, 2022, inclusive.

3. Effective Dates

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

5. Appendix "A"

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

6. Appendix "B"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B". Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice.

7. Ratification

Upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

Signed this ____ day of _____, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Leslie Mitton



Matt Hamlin-Douglas



Kevin Kauffman



Alison Magill



Natasha Saitowitz

BARGAINING REPRESENTATIVES
FOR THE UNION:


Annette Toth
Kevin Smyth

Melissa Maher


Bryan Finstad

Gunter Seifert


Colin Clark

Brenda Chu

ICBC Housekeeping Proposal 6 (a)Date: June 26, 2019 Time: 2 pm

Amend Article 19.15 as follows:

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.

~~4)(a)~~ In this ~~section~~ Article, "family member" means:

(i) in relation to an employee:

~~a) A member of an employee's immediate family, and~~

~~b) Any other individual who is a member of a prescribed class:~~

(1) a spouse, child, parent, sibling, grandchild, grandparent, aunt or uncle, niece or nephew, or any current or former foster parent, foster child, ward, or guardian;

(2) any person who lives with the employee as a member of the employee's family;

(3) the spouse of a sibling, step-sibling, child, stepchild, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child, or current or former guardian;

(4) anyone else who the employee considers to be like a close relative, whether or not related by blood, adoption, marriage or common law partnership;

(ii) in relation to the employee's spouse a parent, stepparent, sibling, step-sibling, grandparent, grandchild, aunt or uncle, niece or nephew, a current or former foster parent, or a current or former ward;

E&OE

Signed off this 26th day of June
20 19

For the Union

For the Employer

~~2)(b)~~ An employee who requests leave under this section is entitled to up to ~~8~~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 26 weeks, or such other period as may be prescribed, after

~~a)(i)~~ ~~The~~the date the certificate is ~~issues~~issued, or

~~b)(ii)~~ ~~If~~if the leave began before the date the certificate is issued, the date the leave began.

~~3)(c)~~ The employee must give the employer a copy of the certificate as soon as practicable.

~~4)(d)~~ An employee may begin a leave under this section no earlier than the first day of the week in which the period under ~~subsection (2)~~sub-article (b) begins.

~~5)(e)~~ A leave under this section ends on the last day of the week in which the earlier of the following occurs:

~~a)(i)~~ The family member dies;

~~b)(ii)~~ The expiration of ~~26~~52 weeks or other prescribed period from the date the leave began.

~~6)(f)~~ A leave taken under this section must be taken in units of one or more weeks.

~~7)(g)~~ If an employee takes a leave under this section and the family member to whom ~~subsection (2)~~sub-article (b) applies does not die within the period referred to in that ~~sub-article~~subsection, the employee may take a further leave after obtaining a new certificate in accordance with ~~subsection (2)~~sub-article (b), and ~~subsection (3) to (6)~~sub-articles (c) to (f) apply to the further leave.

ICBC Housekeeping Proposal 6 (b)Date: June 26, 2019 Time: 2 pm

Amend Article 19.05 and 19.06 as follows:

Article 19.05 Maternity Leave

This Article replicates the 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 ~~twenty-six (26)~~ 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 4 weeks before the day the employee proposes to commence maternity leave. The Corporation may require that the request be accompanied by: (i) 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 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) On return from maternity leave, the employee will be reinstated to their former position and receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on maternity leave.

(a) 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.

E&OE

Signed off this

26th

day of

June

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2019

For the Union

For the Employer

ii. Pursuant to the Maternity SEB Plan, the allowance will consist of:

- a) Two (2) weeks at 100% of the employee's base pay/regular pay;
- b) Fifteen (15) additional weeks with payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay.
- c) 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.
- d) 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.

(b) Benefit Limitations

- i. To be entitled to the Maternity SEB Plan pursuant to Article 19.05 an employee must sign an agreement between the employee, ICBC and COPE that they will return to work and remain in the employ of ICBC for a period of at least six (6) months as a regular employee after their return to work.
- ii. Should the employee fail to return to work and remain in the employ of ICBC for a period of six (6) months as a regular employee, the employee shall reimburse ICBC for the maternity leave allowance received under Article 19.05.

Article 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 ~~thirty-five (35)~~ sixty-one (61) consecutive weeks of ~~parental unpaid leave in the case of for a birth mother and thirty-seven (37)~~ sixty-two (62) weeks of unpaid leave in the case of a birth father for a non-birth parent or adopting parent, to be taken in accordance with the provisions of the Employment Standards Act. ~~For the purposes of adopting a child, a regular employee shall be eligible for up to thirty-seven (37) consecutive weeks adoption leave.~~

(b) A request for parental/adoption leave must be submitted in writing at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. Such The Corporation may require that the request must be accompanied by: (i) 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 (if a certificate has not been provided in

conjunction with a request for maternity leave); or, (ii) 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 natural birth mother, immediately following the end of the maternity leave.

(ii) in the case of a natural father/non-birth parent, following the birth of the child and within the 52-seventy-eight (78) week period after the birth date of the new born child.

Adoption leave shall commence:

~~i) In the case of an adopting mother or father, following the adoption of the child and within the 52-seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the mother or father adopting parent.~~

~~(d) 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. In the case of a natural mother or father, if a medical practitioner certifies that an additional period of parental care is required because the new born child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of 5 consecutive weeks as specified in the certificate, commencing immediately following the end of the normal parental leave.~~

~~(e) Notwithstanding the above, aAn employee's combined entitlement to parental and maternity leave shall not exceed a total of sixty-six (66) 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(d) in the case of a birth mother. An employee's entitlement to adoption leave shall not exceed forty-two (42) consecutive weeks.~~

(f) 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 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.

(g) Benefit Limitations:

(i) To be entitled to the Parental SEB Plan pursuant to Article 19.06 an employee must sign an agreement between the employee, ICBC and COPE that they will return to work and remain in the employ of ICBC for a period of at least six (6) months as a regular employee after their return to work.

(ii) Should the employee fail to return to work and remain in the employ of ICBC for a period of six (6) months as a regular employee, the employee shall reimburse ICBC for the parental leave allowance received under Article 19.06.

ICBC Housekeeping Proposal 6(d)Date: June 26, 2019 Time: 1:40 pm

Amend Article 6.04 as follows:

Type of Leave Replacement	Duration
1. Vacation Leave	A maximum period of thirty-five days, plus any vacation carry over under Article 15.10.
2. Sick Leave	A maximum period of 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 twenty-six (26) <u>17</u> weeks.
(v) Parental-Adoption Leave	Birth Fathers: A maximum period of thirty-seven (37) weeks. Non-birth parent or adopting parent: A maximum period of thirty-seven (37) weeks. Birth Mothers: A maximum period of thirty-five (35) weeks (in addition to maternity leave). A adoptive Mothers and Fathers: A maximum period of thirty-seven (37) weeks. Note: If Article 19.06(d) 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(e).
(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.

E&OE

Signed off this

26th

day of

June

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2019

For the Union

For the Employer

(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 Positions Posted	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.

ICBC Housekeeping Proposal 9(d)



Date: June 26, 2019 Time: 1⁴⁰ PM

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 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:

- Maternity leave
- Parental leave
- Family responsibility leave
- Compassionate care leave
- Critical care or injury leave
- Reservists' leave
- Leave respecting disappearance of child
- Leave respecting death of child
- Leave respecting domestic or sexual violence
- Bereavement leave
- Jury Duty

E&OE

Signed off this

26th

day of

JUNE

20

2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time:
UP 6	LOU D-2	<i>Replace with new LOU D-2 – Estimator Trainees</i>	

The Union proposes to replace current LOU with the updated Letter of Understanding

E&OE

Signed off this

June 25

day of

*June 25*20 *19*

For the Union

For the Employer

LETTER NO. D-2

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).
- vi) 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 four (4) 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.

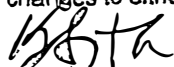
A trainee who is assigned to a location becomes the employee of record for potential permanent assignment to that headquarters upon completion of the training programme.

Estimator vacancies will be first posted as Estimator positions prior to assigning the trainee to a location that is different from her/his 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

Kevin Smyth, Senior Union Representative

Date: Feb. 2, 2018


For the Corporation

Brad Den Ouden, Senior Employee Relations Advisor

Date: Feb 2nd, 2018



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 7	LOU D-7	<i>Housekeeping: The parties deleted this already.</i>	

LETTER NO. D-7

**~~LETTER OF UNDERSTANDING~~
~~RE: CLAIMS ADJUSTER TRAINEES~~**

The provisions set out in this Letter of Understanding are intended to support the Corporation's hiring practices relating to the development of Claims Adjusters. This letter shall take effect July 1, 1994.

~~1. Internal Selections~~

- ~~(a) Claims Adjuster Trainees selected from within the bargaining unit will be entitled to all the provisions of the Collective Agreement during the twenty four (24) 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 9. Selected incumbents whose salary is in excess of the stated maximum at any stage of the programme will not be entitled to the salary increment at that stage.~~
 - ~~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 increment plus one (1) step. Unless otherwise provided for, no employee at this stage of the programme will receive a salary which is less than Step 1 of Salary Group 7 or greater than Step 5 of Salary Group 7 (as defined in Appendix "B" of the Collective Agreement). All incumbents entering the programme will have their length of service date adjusted to reflect the date of entry into the training programme.~~
 - ~~iii) Upon successful completion of six (6) months of the training programme, incumbents selected in accordance with paragraph ii) preceding will advance to Step 2 of Salary Group 7, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 7).~~

E&OE

Signed off this

25th

day of

June

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For the Union

For the Employer

- iv) ~~Upon successful completion of twelve (12) months of the training programme, incumbents will advance to Step 1 of Salary Group 8, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 8).~~
 - v) ~~Upon successful completion of eighteen (18) months of the training programme, incumbents will advance to Step 2 of Salary Group 8, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 8).~~
 - vi) ~~Upon successful completion of the twenty four (24) month training programme, incumbents will be classified as Claims Adjusters and will advance to Step 1 of Salary Group 9, 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). Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06 of the Collective Agreement.~~
- (b) ~~The Corporation may advance the start point of an internal hire into the training programme in recognition of relevant training and experience. In such instances, the Corporation may hire up to Step 2 of Salary Group 8. Actual positioning in the training programme will reflect on commensurate level of knowledge and skill. Salary progression thereafter will be in accordance with that set out in Section 1(a) preceding (depending upon the stage of the training programme which the internal hire is brought into).~~

2. ~~Outside Hires~~

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

(a) ~~Definition and Benefit Limitations~~

~~New hires shall be considered probationary as described below for the duration of the twenty four (24) month training programme, and during such probationary period the following benefit limitations shall apply:~~

- i) ~~shall not attain seniority until completion of six (6) months employment.~~
- ii) ~~for any reason other than just cause (such as performance, conduct, etc.), 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.~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

~~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.~~

~~Outside hires who successfully complete twelve (12) months of the training programme, but who do not subsequently achieve a performance level which would allow progression to the Claims Adjuster job, will be considered for placement in a lower classification within the job hierarchy (e.g. Telecentre Adjuster) subject to the availability of such position. Such placement will be deemed a demotion for purposes of salary administration and related entitlements.~~

~~(b) Salary Progression of Outside Hire~~

~~Outside hires will normally start at Step 1 of Salary Group 7, and will progress in accordance with the schedule described for internal selections (as per Section 1(a) preceding).~~

~~The Corporation may advance the start point of an outside hire into the training programme in recognition of relevant training and experience. In such instances, the Corporation may hire up to Step 2 of Salary Group 8. Actual positioning in the training programme will reflect on commensurate level of knowledge and skill. Salary progression thereafter will be in accordance with that set out in Section 1(a) preceding (depending upon the stage of the training programme which the outside hire is brought into).~~

~~In situations where an outside hire is brought into the training programme at an advanced starting point, the employee's job performance probation, as set out in item no. 2(a) ii) preceding, will be reduced by a commensurate amount, subject to the minimum four (4) month probation.~~

~~3. Orientation and Training~~

~~The Corporation will provide the Claims Adjuster Trainee with a formal orientation and training programme which will involve periodic classroom instruction, and on-the-job instruction and orientation throughout the applicable training period.~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

4. ~~Recruitment and Placement~~

~~The Corporation will post Claims Adjuster vacancies as Claims Adjuster 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.~~

~~Claims Adjuster vacancies will be first posted as Claims Adjuster positions prior to assigning the Trainee to a location that is different from her/his original assigned headquarters~~

~~Unless otherwise agreed by the parties, Claims Adjuster 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, Claims Adjuster Trainees will be classified to the position of Claims Adjuster.~~

~~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 _____ **For the Corporation**

D.B. McPherson _____ D.E. Thomas

Date: September 5, 1996 _____ Date: September 5, 1996

Revised: June 17, 1999

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



building trust. driving confidence.

WITHOUT PREJUDICE

April 29, 2016

Kevin Smyth
Senior Union Representative
MoveUp 378
301-4501 Kingsway
Burnaby, BC V5H 0E5

Dear Mr. Smyth:

Re: LOU No. D-7 – Re: Claims Adjuster Trainees

The Insurance Corporation of British Columbia (the "Employer") and MoveUp – Canadian Office and Professional Employees' Union, Local 378 (the "Union") have agreed to the following:

1. That LOU No. D-7, Re: Claims Adjuster Trainees, will no longer apply as of May 9, 2016;
2. No current Claims Adjuster Trainees will be placed directly into an Article 5.03 plan as a result of the elimination of LOU No. D-7;
3. Current Claims Adjuster Trainees will become Claims Adjusters as of May 9, 2016, and on that date will advance to Step 1 of Salary Group 9, 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);
4. On a seniority basis, current Claims Adjuster Trainees will be provided with the option of a one-time location change from a list of available locations to be provided by the Employer;
5. The Union agrees to waive the requirement for a lateral posting to facilitate the option set out in paragraph 4 above;
6. Any dispute(s) arising from this agreement shall be subject to the grievance procedure as outlined in Article 3 of the Collective Agreement; and
7. 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 EMPLOYER:

Justyna Czerniej
Senior Employee Relations Advisor

April 29, 2016

Date Signed

CC: Employee Relations

FOR THE UNION:

Kevin Smyth
Senior Union Representative

April 29, 2016
Date Signed



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Appendix A

Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time:
UP 9	LOU 18	<i>Amend/Discussion: Workloads – Claims Division</i>	

The Union proposes the parties discuss the Letter of Understanding and add the new job titles of the affected units.

LETTER NO. 18

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. 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 (~~Injury Adjuster~~ Customer Claims Specialist; ~~Senior Injury Adjuster~~ Claims Examiner Specialist; ~~Senior Claims Examiner Specialist~~);
- (e) Administrative (Claims Document Support Assistant; Claims Support Assistant; Rehab Support Assistant);
- (f) Material Damage (~~Total Loss Handler~~ Vehicle Settlement Representative; Estimator); and

E&OE

Signed off this 25th day of June 20 19

For the Union

For the Employer

- (g) Recovery Services (Rehab Benefits Administrator; Recovery Benefits Coordinator; Senior Recovery Coordinator Customer Recovery Specialist, Sr Customer Recovery Specialist).

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 ICBC will cover up to 0.25FTE 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 her/his 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, or her/his designate, will render her/his 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

For the Corporation

B. Hale

Date: February 16, 2015



(Canadian Office and Professional Employees Union, Local 378)

ICBC
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time:
UP 10	LOU XX	<i>NEW – Changes to Claims Resulting from the Rate Affordability Action Plan.</i>	

The Union proposes that the parties include the above referenced Letter of Understanding into the Collective Agreement as a new Letter of Understanding.

E&OE

Signed off this 25th day of June 2019

For the Union

For the Employer

LETTER OF UNDERSTANDING
RE: CHANGES TO CLAIMS RESULTING FROM THE RATE AFFORDABILITY ACTION PLAN

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:



Kevin Smyth
Sr Union Representative
MoveUP

Date: 14 February 2019

FOR THE CORPORATION:



Christopher G. Beneteau
Manager, Labour and Employment
ICBC

Date: 14 February 2019.



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 25 , 2019 Nov 6	Time:
UP 13	2.14	Amend	

ARTICLE 2

UNION RECOGNITION

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 providing that this does not result in an undue delay of proceedings. The parties agree to cooperate in conducting these meetings in a manner that does not cause an undue delay of proceedings.

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 ~~clause~~ 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.

E&OE

Signed off this 6th day of Nov 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Appendix A

Union			
Number	Affected Article/MOU	Date: June 25, 2019	Time:
UP 14	3.06	Amend	

ARTICLE 3

GRIEVANCE PROCEDURE

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.

Stage 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.

Within seven (7) calendar days of receipt of such Stage I grievance, the Manager, or her/his designate, will discuss the grievance jointly with the Job Steward and employee. The Manager, or her/his designate, 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.

Stage II

- (a) 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.
- (b) The Manager, or her/his designate, 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.

E&OE

Signed off this 17 day of JULY 2019

For the Union

For the Employer

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. If the parties are unable to resolve the dispute the Union may refer the matter to Stage III within fifteen (15) calendar days from the date of the discussion at Stage II.

Stage III

A grievance referred by the Union to Stage III will be in writing to the Manager, Employee Relations.

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.

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.

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.

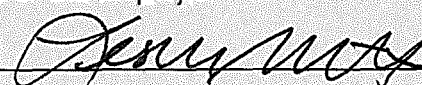
E&OE

Signed off this 17 day of JULY 20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

ICBC
PROPOSALS 2019
Union Proposals (UP Item)

Appendix A

Union			
Number	Affected Article/MOU	Date: June 25, 2019 July 18, 2019	Time: 1:40
UP 15	5.03	Amend	

ARTICLE 5

EMPLOYMENT, DISCHARGE AND TERMINATION

5.03 Competency Related Inadequacies

In situations where it can be demonstrated that a regular employee, not covered by Article 6.01, is failing to meet the performance expectations of her/his 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 her/his progress during the aforementioned period at intervals of not less than one (1) month.

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 his/her 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 equivalent to that of a new probationary employee as set out in Article 5.02.

Should no job be available which is suitable to the employee's aptitude, skills, and abilities, her/his 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.

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.

E&OE

Signed off this 18 day of July 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Appendix A

Union			
Number	Affected Article/MOU	Date: October 10, 2019	Time: <u>14:10</u>
UP 22	10.01 & 10.07 (a)	<i>Amend</i>	

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.

E&OE

Signed off this 10th day of October 2019

For the Union

For the Employer

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 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) or designate(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) or designate(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 ~~Job Profile Modifications~~

- (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

E&OE

Signed off this 10th day of October 2019

For the Union



For the Employer



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 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 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 ten (10) or her/his regular salary with the Corporation, whichever is greater, for the period(s) when she/he is acting as a Job Evaluation Appeal Officer.

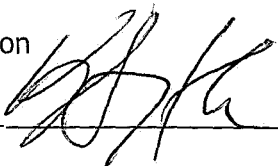
The Corporation will pay for all reasonable expenses incurred by the Job Evaluation Appeal Officer in the performance of her/his functions as set out in Article 10.12. Pay for time worked in connection with Job Evaluation Appeal Officer's duties will be limited to job evaluation appeal work related to 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

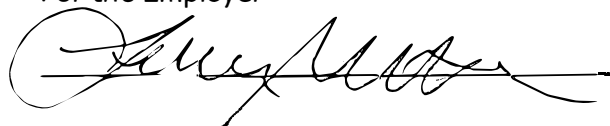
E&OE

Signed off this 10th day of October 2019

For the Union



For the Employer



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

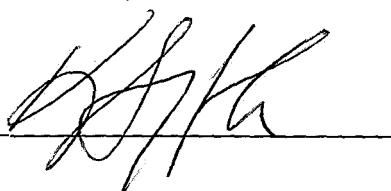
10.12 Job Evaluation Appeals

- (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(b) then the Union shall, within fifteen (15) days following receipt of Compensation Services per 10.12 (c), the Union may refer the matter to arbitration.
- (e) The parties agree to select an Arbitrator based on his/her 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

E&OE

Signed off this 10th day of October 2019

For the Union



For the Employer



- 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. If a position questionnaire was filed prior to the ratification date of the 2014-2019 Collective Agreement, then the effective date of any change in salary group will be the date upon which the appeal was filed per this revised Article.

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 Memorandum of Agreement, 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.

10.14 Grievance Procedure

~~Where an employee believes that the duties she/he performs are more properly characterized by a job profile other than her/his own, such a dispute shall be processed as a grievance under Article 3.06.~~

E&OE
Signed off this 10th day of October 2019

For the Union [Signature]

For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Appendix A

Union			
Number	Affected Article/MOU	Date: July 18, 2019	Time: 1:40
UP 23	11.16 (b)	Amend	

ARTICLE 11

SALARY ADMINISTRATION

11.16 Notification and Limitation of Acting Appointments

- (a) 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/~~paternity~~ parental leave, a Long Service Leave, Compassionate Care Leave, and Education Leave for the duration of the leave. Extensions to such appointments beyond six (6) months or in the case of maternity/~~paternity~~ parental leave, will be by mutual agreement with the Union. Mutual agreement shall not be unreasonably withheld.

E&OE

Signed off this 18 day of July 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ICBC PROPOSALS 2019 Employer Counter

Union			
Number	Affected Article/MOU	Date: August 29, 2019	Time: 12:03
UP 33	28		

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

E&OE
Signed off this 29th day of August 2019

For the Union

For the Employer

directly with the person(s) whose behaviour is at issue in an effort to come to a resolution. The employee should:

- Tell the alleged harasser(s) to stop, if possible;
- 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

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 ~~written~~ complaint or grievance.

E&OE

Signed off this

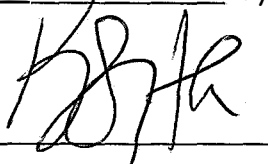
29th

day of

August

2019

For the Union



For the Employer



(b) Employee Responsibilities:

In accordance with Section 116(1)(a) of 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:

- 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
- 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 Employer 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.

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.

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.

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 behavior, not linked to the protected grounds specified in the B.C. Human Rights Code, is encouraged to deal

E&OE

Signed off this

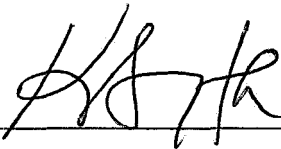
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day of

August

2019

For the Union



For the Employer



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:

- Comments with sexual overtones
- Leering or unnecessary physical contact
- Sexual flirtations, advances, propositions, or requests
- Sexually suggestive, obscene or degrading comments, remarks, gestures, or innuendoes
- Offensive jokes of a sexual nature
- The expression of sexist attitudes, language or behaviour.
- Displaying or circulating pornographic pictures or other material of a sexual nature
- Stalking
- Suggestive comments or conduct that is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply
- 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 or more employees, and is not restricted to interactions between supervisors and subordinates.

28.03 Responsibilities

(a) Employer Responsibilities:

In accordance with Section 115(1)(a) & Section 115(2)(e) of 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:

- Regularly review and update its policies and procedures related to bullying and harassment
- Regularly educate all employees on the abovementioned policies
- 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
- Discipline or take other appropriate action against any person who engages in bullying or harassment in violation of this Article
- 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
- Discipline or take other appropriate action against any person who retaliates against anyone involved in a bullying or harassment complaint

E&OE

Signed off this

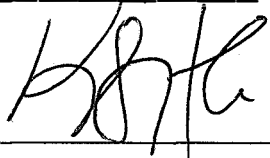
29th

day of

August

20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 25, 2019	Time:
UP 36	LOU 15	<i>Programmer Analyst Development Program</i>	

The Union proposes to remove the Letter of Understanding.

E&OE

Signed off this 17 day of JULY 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 25, 2019	Time:
UP 37	LOU 16	<i>Material Damage Development Program</i>	

The Union proposes to remove the Letter of Understanding.

E&OE

Signed off this 17 day of July 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Appendix A

Union			
Number	Affected Article/MOU	Date: June 25, 2019	Time:
UP 39	LOU 19	<i>Discussion/Amend</i>	

The Union proposes that the parties discuss this Letter of Understanding so as to amend the Umpire List.

LETTER NO. 19

LETTER OF UNDERSTANDING

EXTENDED HOURS OF WORK LOCATIONS

The Parties agree that this Letter of Understanding will supercede 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.

E&OE
Signed off this 18 day of July 20 19

For the Union

For the Employer

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 her/him within sixty (60) calendar days from the date that the Corporation provided the union with written notice of the proposed changes.

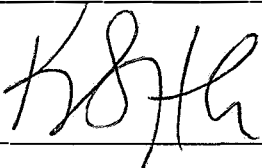
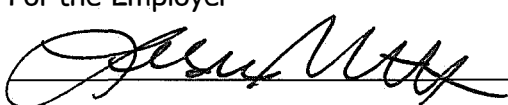
HOURS OF WORK UMPIRES

- Lisa Hansen
- Bob Blasina
- Jim Dorsey
- Peter Cameron
- ~~Ron Keras~~
- Joan Gordon

Costs of the Umpire will be borne by the Corporation.

This agreement will take effect May 1, 2006.

Revised July 18, 2019

E&OE
Signed off this 18 day of July 20 19
For the Union 
For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2019
Union Proposals (UP Item)**

Appendix A

Union			
Number	Affected Article/MOU	Date: July 17, 2019	Time:
UP 40	LOU 21	<i>Compliance Operations and Motor Carrier Return Job Posting Rights</i>	

The Union proposes that the parties agree to delete this Letter of Understanding.

E&OE

Signed off this 17 day of July 20 19

For the Union



For the Employer



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1. Work from Home

The Parties agree to amend LOU No. 13 Re: Working From Home as follows:

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.

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.

1. Approval to Work from Home

a. 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:

- i) Whether the work from home arrangement would maintain or improve service or productivity;
- ii) The nature of the position, the job duties, and the impact on colleagues and customers;
- iii) The Employee’s suitability, taking into consideration performance and work style/independence;
- iv) The availability of equipment and internet service as outlined in this LOU, specifically 3. Equipment and Expenses; and
- v) The manner and frequency of contact between Manager and Employee.

~~b. No more than 35% of a department will be granted permission to work from home at any one time.~~

~~c. No employee shall work from home more than three (3) days per week pro-rated for part time regular employees (i.e. 3 days on a 5-day work week or 2 days on a 4-day work week). No employee shall work from home more than six (6) days in a two-week period.~~

d. 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.

e. Work from home arrangements may be cancelled at any time by either the employee or their manager by giving two (2) weeks’ notice.

2. Work Schedule

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

3. Equipment and Expenses

a. 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.

4. Safety

a. The Corporation will ensure that locations where employees work from home meet applicable safety standards.

b. Where considered appropriate, the Corporation will provide training to employees working from home concerning safe work practices while working from home.

c. 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.

~~d. The Corporation will ensure that at least one Union appointed member of the Joint Safety Committee will participate in a visit to the employee's place of residence to ensure a working environment which meets applicable safety and information privacy standards. Where a site visit is not practicable, a~~ 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.

e. 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.

5. General Administration

a. Employees working from home are responsible for providing a dedicated work space which is appropriate for working from home.

b. 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. ~~The Corporation will not use working from home as a return to work mechanism.~~ 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.

c. 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.

d. 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.

e. 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.

f. 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

For the Corporation

B. Hale

Date: November 2, 2012

Revised:

2. Provincial Scheduling

The Parties agree to amend Letter of Understanding No. 28 Re: Claims Division Provincial Scheduling for Certain Classifications as follows, effective January 4, 2021:

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

Whereas:

- (a) The Employer recently completed the full implementation of its new claims system ("ClaimCenter");
- (b) ClaimCenter is the new technology used in the Employer's Claims Transformation Program which included the new Claims Job Hierarchy, the details of which were agreed to between the party during the previous round of collective bargaining in a letter of understanding ("LOU #26");
- (c) 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;
- (d) This functionality means that the Employer 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,
- (e) The Parties agree that in order to take full advantage of the functionality and the efficiencies available under ClaimCenter, the Employer 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"):

Definition of Department

1. 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".

Hours of Work

2. 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 – 7 hours 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 – 9 days of work with 1 day off every two weeks.

a. For existing employees of each of the Schedule A departments as of the Effective Date of this agreement, employees will work Monday to Thursday each week with one half of the employees being scheduled off each Friday on a rotating basis. 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.

b. 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.

c. Work scheduling and assignment – except for CCIC, Article 12.01(a) will apply to the classifications identified in Schedule A. 12.04(j) will continue to apply to the classifications identified in Schedule A that are located at CCIC.

Vacation Scheduling

3. Except for CCIC, 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. CCIC vacation scheduling will continue to be for CCIC only. ~~That said, the Parties agree to meet in advance of the Effective Date to explore the possibility of aligning CCIC vacation scheduling provincially as well.~~

4. Each year, in advance of the process initiating, the Employer will meet with the Union to have meaningful dialogue with the purpose of transparency in the provincial vacation scheduling process.

General

1. This LOU shall come into effect on April 1, 2016 (the “Effective Date”) to align with the new Vacation Year in Article 15.

2. 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.

3. Employees who are impacted by this LOU and whose hours of work changes from T.O. days to 9 day fortnight will not have their post-2009 T.O. banks paid out immediately but may utilize them until September 30, 2016 subject to operational requirements. Any remaining post-2009 T.O. days will be paid out as of October 1, 2016.

For the Union

K. Smyth

Date: February 16, 2015

For the Corporation

B. Hale

Date: February 16, 2015

Revised:

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.

1. Claims Adjuster, ~~excluding those in Out-of-Province Claims or Commercial Claims;~~
2. ~~Injury Adjuster~~ Customer Claims Specialist, excluding those in Out-of-Province Claims;
3. Claims Adjuster Commercial; and
4. Customer Recovery Specialist.

3. Hours of Work, Driver Licensing Support Functions

The Parties agree to amend Article 12.04(c) as follows, effective one month after ratification:

12.04 Variable Business Week

...

(c) ~~Autoplan Field Operations and Customer Contact, including Broker Enquiry Unit (See also LOU 27 for BEU regarding 4-day work week)~~ Driver Licensing Contact Centre, Licensing Unit, Violation Ticket Unit, and Adjudication Unit, Insurance Sales and Broker Governance, Insurance Customer Service, Broker Enquiry Unit (BEU) (see also LOU 27 regarding 4-day work week for BEU)

4. Nine Day Fortnight

The Parties agree to amend Article 12.01(a) and Letter of Understanding 28 as follows, effective January 4, 2021:

12.01

(a) Claims Department - Claim Centre Employees

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

i) Work day - 7 hours 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 - 9 days of work every 2 weeks. All employees will work four days one week, and five days the opposite week. With respect to the weeks where employees would work four days, they will have either Friday or Monday off.

All employees will work Tuesday to Thursday each week. The Corporation will determine the number of employees that will have either Friday or Monday off. ~~with one of the employees to be scheduled off on either a Friday or a Monday, each Friday on a rotating basis.~~

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 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.

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)....

LETTER OF UNDERSTANDING

RE: CLAIMS DIVISION PROVINCIAL SCHEDULING FOR CERTAIN CLASSIFICATIONS

...

Hours of Work

2. 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 – 7 hours 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 – 9 days of work with 1 day off every two weeks.

a. 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 employer will determine the number of employees that will have either Friday or Monday off.

~~.. employees will work Monday to Thursday each week with one half of the employees being scheduled off each Friday on a rotating basis. 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 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 an employee's day off, the employee will be scheduled off on a work day adjacent to the statutory holiday. 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.

b. Notwithstanding the above in sub-paragraph ii), 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.

c. 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.

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

e. 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.

f. 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.

g. Work scheduling and assignment – except for CCIC, Article 12.01(a) will apply to the classifications identified in Schedule A. 12.04(j) will continue to apply to the classifications identified in Schedule A that are located at CCIC.

5. CEF Shift Signup

The Parties agree to amend Article 12.01 and LOU 3 as follows:

12.01

(c) Central Estimating Facility

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

- i) Work day - seven hours 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 - 9 days every 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.

6. Flexible Workforce

The Parties will meet and attempt to create a Letter of Understanding (LOU) that introduces a new employee classification of Casual Employees who will be hired to work on an as-and-when required basis. This LOU will be for a pilot project and will include an opt out provision for both the Union and Employer, that will come into effect 18 months after the activation of the LOU.

This classification of employees is intended to be used during periods of high customer demand, and to cover short term absences. This classification of employees is not intended to replace full or part time regular employees.

The details of this pilot program will be discussed by the parties to implement in at least one call centre during the term of the collective agreement.

The pilot project will be assessed with the intention of expanding to other positions.

7. Joint Union-Employer Proposal Related to Sick Leave

The Parties recognize the value of developing strategies to improve employee wellness and reduce Corporate absenteeism. As such, the Parties agree to meet during the term of the Collective Agreement to discuss collaborative approaches to address these objectives.

8. Gainsharing

The Parties agree that the fiscal year 2019-2020 will be the final year of a gainshare payout to ICBC employees. The amount to be paid out to eligible employees will be 2.1% which equates to approximately \$1,123.00 per employee working full time hours and will be paid to employees in July 2020. The parties further agree to eliminate the Letter of Understanding No. 10 Re: Gainsharing.

The Parties further agree that there will be a 0.78% salary increase on September 1, 2020 and 1.0% on March 1, 2021 as Gainsharing is eliminated for future years.

9. Moving Expenses

The Parties agree to amend Article 20.08 as follows:

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 \$35,000. Limited moving expenses in accordance with 20.08 (b) will have a limit of \$15,000.

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.

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.

- 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 her/his move to the new residence within (three) 3 months of moving to her/his new headquarters; and
 - vii) the employee must submit her/his claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to her/his 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. ~~or between the Municipalities or Cities of Vancouver, Burnaby, New Westminster, Coquitlam, Surrey, Delta, Richmond, West Vancouver, North Vancouver.~~
 - iv) a move as a result of an employee receiving a promotion under Article 7 into any Salary Group Seven (7) and below, except for, Claims Adjuster Trainees and 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.
- (d) ~~The employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Corporation for all moving expenses received in those instances where the employee voluntarily leaves the employment of the Corporation within one (1) year of the date of the move.~~ Employees who received 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.

10. Flexible Work Week

The Parties agree to amend Article 12.05(a) as follows:

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 her/his 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:

~~Senior Recovery Coordinator~~

Customer Recovery Specialist

Commercial Claims Appraiser

Supervisor Commercial Claims Appraiser

Research Project Advisor

~~Research Communications Specialist~~ Customer Insights Analyst

Driver Education Programs Advisor

Instructor Driver Examiner ~~Instructor~~

Instructor, Client Service Representative

Will be as follows:

i) Work Week - position incumbents will work thirty-seven and one-half (37 1/2) hours per week Monday through Friday on a flexible time basis.

ii) Premium - position incumbents will be paid a five percent (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 1/2) hours per week at the rate of:

- 1 1/2 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 1/2) hour work week.

(b) Flex Time (Sunday to Saturday)

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

~~Regional Coordinator, Marketing & Communication~~

Coordinator, Programs & Events

~~Regional Loss Prevention Coordinator~~ Road Safety & Community Coordinator

~~Commercial Claims Examiner~~ Claims Examiner - Commercial

Driving School Inspector

~~Broker Relations Representative~~

~~Insurance Sales Representatives~~ Broker Account Representative

Senior Customer Recovery Specialist

11. Probation

The Parties agree to amend Article 5.02 as follows:

5.02 Probationary Period

(a)

A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of ~~6 months, three (3) months or sixty (60) paid days of employment, whichever shall last occur.~~ A new employee hired into a job at Salary Group 6 and above shall be subject to a four (4) month job performance probation. An ~~Employee~~ who is subject to a four (4) month performance probation 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 her/his 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(~~bc~~).

~~(b)~~ —

Assessment Period

~~A regular employee serving a probation under the terms of this Article who secures another regular position which is a different job title and classification from her/his previously held position shall be subject to a three (3) month assessment period. The remainder of her/his probation will be served during this period. In the event the employee fails to achieve an acceptable level of performance by the end of the assessment period, the employee may be placed in a vacant position as close to her/his former classification and work location as possible. Should no such position be available, she/he may be terminated and receive payment in accordance with 5.02(bc).~~

~~(c)~~ (b) An employee 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.

The Pprobationary and assessment periods as described above may be extended by mutual agreement of the parties.

4. Changes Required to other articles due to changes to Article 5.02

The Parties acknowledge that the intention of the changes to Article 5.02 is to provide the Corporation with more time to assess the performance and suitability of probationary employees. As changes to this language alter employee's access to benefits the Parties agree to amend the following articles:

5.03 Competency Related Inadequacies

Where necessary, employees placed in such positions will be provided with an orientation period of four (4) months. ~~equivalent to that of a new probationary employee as set out in Article 5.02.~~

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 her/his probationary period as described in Article 6.01(a) 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.

6.01 ~~Probationary Employees~~ Benefit Waiting Period

(a) 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 ~~be considered probationary for a period of~~ for the first three (3) months or sixty (60) paid days of employment, whichever shall last occur. During the benefit waiting period ~~probationary period~~ the following shall apply:

~~(b) Benefit limitations~~

In accordance with Article 4.03, the employee:

- i) shall not attain seniority until completion of the probationary period, as defined in Article 5.02.
- ii) may be terminated in accordance with Article 5.02(b), and will not be considered laid off or have any rights of recall.
- iii) shall not be entitled to benefits under technological or procedural change.
- iv) 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 ~~probationary period~~. During the benefit waiting period ~~probationary 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 ~~probationary 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.

6.04 Full Time Temporary Employees

(b) Benefit Limitations

vi) will be entitled to benefits under the short term disability plan upon the completion of her/his ~~probationary period~~ benefit waiting period in accordance with Article 17.03.

Article 17 Paid Sick Leave

17.02 Full-Time Regular Employees

(b) During the benefit waiting period, as described in Article 6.01(a), each full-time regular employee ~~who is completing her/his probationary period as described in Article 6.01(a)~~ has 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 ~~probationary period~~.

17.03 Full-Time Temporary Employees

A full-time temporary employee is not entitled to paid sick leave until she/he has completed the benefit waiting period ~~her/his probationary period~~ as described in Article 6.01(a). After completing the benefit waiting period ~~her/his probationary period~~ she/he is 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 ~~her/his probationary 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.

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 on probation in accordance with Article 6.01(a) will not be effective until the employee's benefit waiting period ~~probationary 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 she/he has already taken in that year.

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 her/his 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:

Employee Status	Period of Entitlement
1. Full-time regular employee	525 hours (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 her/his 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	70 hours (2 weeks)
4. Part-time temporary employee	no entitlement
5. Probationary employee <u>Employees serving the benefit waiting period</u>	as described in 6.01(a) 70 hours (2 weeks)

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

17.11 Medical/Dental Appointments

Full-time regular employees and full-time temporary employees who have completed their benefit waiting period ~~probationary 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.

Estimator Trainee LOU

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) ~~four (4)~~ months.

12. Supplemental Employee Benefits Plan

The Parties agree to amend Article 19.05 and 19.06 as follows:

19.05 Maternity Leave

(a) 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:

a) Two (2) weeks at 100% of the employee's base pay/regular pay;

b) Fifteen (15) additional weeks with payments equivalent to the difference between the eEmployment iInsurance standard gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay.

c) 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.

d) 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.

(b) Benefit Limitations

i. To be entitled to the Maternity SEB Plan pursuant to Article 19.05 an employee must sign an agreement between the employee, ICBC and COPE that they will return to work and remain in the employ of ICBC for a period of at least six (6) months as a regular employee after their return to work.

ii. Should the employee fail to return to work and remain in the employ of ICBC for a period of six (6) months as a regular employee, the employee shall reimburse ICBC for the maternity leave allowance received under Article 19.05.

19.06 Parental/Adoption Leave

(f) 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 eEmployment iInsurance 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.

13. Health and Safety

The Parties agree to amend Article 22 as follows:

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.

22.0702 Unsafe Work Conditions

In accordance with 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 applicable occupational health and safety regulations.

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

1. Conduct an investigation and determine if the work is safe, or fix the unsafe condition.
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 is unavailable, and the employee who reported the unsafe condition.
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 a 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.

22.064 Investigation of ~~Accidents~~ Incidents

- (a) Employees who experience a work-related injury or illness are required to report the incident to their manager and to WorkSafe BC in accordance with the Workers Compensation Act.
- (b) Whenever a lost time accident or medical aid event occurs, a Union appointed member of the applicable Joint Worksite Occupational Health and Safety Committee and the manager shall conduct an investigation and report their findings, including the first aid forms, form 7(a) and incident report to WorkSafe BC, within seventy-two (72) hours of the event within 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 ~~Union~~ worker Representative on the 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)

There shall be ~~established a Provincial~~ Joint Occupational Health, Safety and Environmental Committee (OHS&E Committee) composed of at least four members. The committee must consist of both worker and Corporation representatives. At least half of the members must be worker representatives appointed by the Union. The OHS&E Committee must have two co-chairs, one selected by the Union appointed members and one by the Corporation appointed representatives. The OHS&E Committee shall meet monthly, and hold special meetings, as required. 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.

Employee 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)

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 ~~two (2) employees appointed by the Corporation and two (2) employees~~

~~appointed by the Union. A worksite with less than twenty (20) employees but more than nine (9) employees must have a designated Worker Health and Safety Representative who will bring up safety issues as a permanent agenda item at staff meetings. The Head Office Committee will be set up in similar fashion but with five (5) representatives of each party, at least four members. The committee must consist of both worker and employer representatives. At least half of the members must be worker representatives appointed by the Union. A worksite with less fewer than twenty (20) employees but more than nine (9) employees must have a designated Worker Health and Safety representative who will bring up safety issues as a permanent agenda item at staff meetings.~~

OH&S Committees conduct meetings on a monthly basis and may hold special meetings as required. The focus of the OH&S Committee is on occupational health and safety issues at the worksite level. The 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. 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.

Employee Representatives shall be on leave of absence without loss of pay for time spent on this committee.

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.

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 employer 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 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

22.048 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 ~~\$175 125.00 (plus tax)~~ 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 ~~\$175 125.00 (plus tax)~~.

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.

Visual

The Corporation will provide a baseline ophthalmological examination to all regular employees whose usage of VDT's on a continuous basis exceeds 1 hour per day or whose intermittent usage exceeds 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 6 months.

14. Domestic and Sexual Violence

The Parties agree to add an Article that allows victims to access emergency services which might only operate during their regular work hours.

LEAVE OF ABSENCE

19.17 Domestic and Sexual Violence Leave

- 1) In this section domestic or sexual violence means
 - (a) 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,
 - (b) sexual abuse by any person,
 - (c) attempts to commit:
 - (i) physical abuse by an intimate partner or by a family member, or
 - (ii) sexual abuse by any person, and
 - (d) psychological or emotional abuse by an intimate partner or by a family member, including:
 - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - (iii) stalking or following, and
 - (iv) intentional damage to property;
- 2) 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 3 days of paid leave.
- 3) 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 15 weeks of unpaid leave.
- 4) Subsection (2) does not apply with respect to domestic violence or sexual violence committed by the employee.

- 5) An employee is only entitled to a leave under subsection (2) if the employee uses the leave for one or more of the following purposes:
- (a) 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;
 - (b) 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;
 - (c) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence;
 - (d) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely;
 - (e) 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;
 - (f) to do anything else prescribed by the regulations.
- 6) 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.

15. Gender Transition Leave

The Parties agree to add an Article that allows employees to access time off from work to undergo gender transition procedures:

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.

16. Organ Donation Leave

The Parties agree to add an Article that specifies that any use of paid sick leave arising from donating an organ will not be counted as an occurrence under Article 17.10:

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

17. Birth of a child

The parties agree to amend Article 19.02 as follows:

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:

- serious household or domestic emergency
- ~~paternity~~ parental - birth of employee's child (up to two (2) days ~~one (1) days~~ per calendar year)
- attend funeral as pallbearer or mourner
- attend her/his formal hearing to become a Canadian citizen
- full period of any quarantine
- 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.

As well, leave of absence for other legitimate personal reasons acceptable to the Corporation may be granted.

18. Eliminating Step 0

The Parties agree to amend 11.01 as follows:

11.01 Pay According to Job Classifications and Salary Group

Except as limited below, all employees covered by the Agreement will be classified and paid under one 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".

~~All employees hired from outside the bargaining unit into job classifications in salary groups 1-7 except employees hired under Letters of Understanding D-2, D-7 and 15 will be paid five percent (5%) less than Step 1 of the applicable salary group for a period of six (6) months.~~

~~This provision will only affect an employee once. For example, a temporary employee hired under this clause who is released by the Corporation and is subsequently recalled or rehired will not be subject to the five percent (5%) reduction.~~

~~At the conclusion of six (6) months, employees will progress along the salary scale as per Article 11.06 of the applicable salary group.~~

19. Acting Pay

The Parties agree to amend Article 11 as follows:

11.14 Pay for Acting Appointments

(a) An employee who is temporarily appointed to a higher level position in an acting capacity will have ~~her/his~~ 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 ~~not~~ apply for appointments of three (3) consecutive working days or less more, in which case. ~~(Should such period exceed three (3) consecutive days, the employee's salary will be adjusted from the commencement of such period in accordance with the foregoing).~~ (See Letter No. 12)

(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 groups or more above her/his 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 groups.

(c) An employee who performs a higher level position in an acting capacity under the foregoing on reverting to her/his former position will receive the salary that she/he would have attained assuming she/he had remained in her/his 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 her or his regular assignment, the provisions of Article 10 will apply.

20. Use of Personal Vehicles

The Parties agree to amend Article 20.05 as follows:

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 shall receive fifty-five cents (\$0.55) ~~fifty-two (-52) cents on July 1, 2013~~ per kilometre at ratification, 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.

21. General Wage Increase

The Parties agree to the following wage increases that will apply to all classifications, applicable on base wages as of July 1st of each year or as noted below:

July 1, 2019 2%

Effective July 1, 2020 2%

Effective July 1, 2021 2%

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of this memorandum of settlement. These wage increases shall be retroactive to July 1, 2019 and paid to all active employees, including those on all forms of leaves of absence.

22. Transitional Plan Letter of Understanding

LETTER OF UNDERSTANDING

BETWEEN:

INSURANCE CORPORATION OF BRITISH COLUMBIA

("ICBC")

AND

MOVEUP

("the Union")

RE: ENHANCED CARE MODEL TRANSITION

WHEREAS:

1. During the term of this collective agreement, ICBC is scheduled to move to an Enhanced Care model for automobile insurance.
2. 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; and
3. 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.
4. 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:

5. On an ongoing basis, ICBC will continue to update MoveUP members and the MoveUP executive on the implementation of the Enhanced Care model
6. 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.
- 7. The parties are committed to expedite the job evaluation process for those positions affected by the implementation of the Enhanced Care model.
- 8. The parties will attempt to reach agreement on joint communications regarding any transitional issues or agreements.
- 9. 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.

Transitional Period Support Fund

- 1. 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.
- 2. 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.
- 3. 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.
- 4. The amount of the fund will be:

<u>July 1, 2020-2021</u>	<u>\$340,000</u>
<u>July 1, 2021-2022</u>	<u>\$375,000</u>
- 5. 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.

[SIGNATURE LINES]

23. Me Too Agreement

The Parties agree to the following Letter of Agreement:

- 1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Collective Agreement will be adjusted on the third anniversary of the 2019-2022 Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.*
- 2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.*
- 3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.*
- 4. This Letter of Agreement will be effective during the term of this agreement.*

26. Premiums and Reimbursable Expenses

The Parties agree to amend Article 20.10 as follows:

(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 monthly premium. ~~of \$30.00 per month for a level "1" certificate and \$100.00 per month for a level "2" certificate, or greater.~~

Level "1" First-Aid Attendants will receive the following monthly premium:

\$32.00 Effective January 1, 2021

Level "2" First-Aid Attendants will receive the following monthly premium:

\$106.00 Effective January 1, 2021

27. Welfare Benefits

The Parties agree that Corporation will increase the provision of vision care in the Extended Health Plan by \$100 effective January 1, 2021.

28. Union Leave

The parties agree to amend article 2.04 as follows:

2.04

(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 reemployment will be that salary which the employee would have attained in her/his classification assuming she/he had never left the employment of the Corporation.