

## LETTER OF UNDERSTANDING

### RE: CHANGES RESULTING FROM THE TRANSITION TO ENHANCED CARE

**WHEREAS:**

During the term of this collective agreement, ICBC is scheduled to move to an Enhanced Care model for automobile insurance.

The parties to this collective agreement are committed to working together to ensure that the changes implemented during the term of this collective agreement occur in a planned and thoughtful manner, consistent with the best interests of ICBC, its employees, and its customers.

Therefore, the parties have agreed to the following:

**(a) Support and Recovery Services Job Hierarchy and Salary Groups**

- (i) On or about November 30, 2020, the Support and Recovery Services Department will be created and Appendix "A" of the Collective Agreement shall be amended to include the following classifications:

Job Code	Job Titles (Subject to change)	Salary Group
TBD	Advanced Support and Recovery Specialist	13
TBD	Senior Support and Recovery Specialist	12
TBD	Support and Recovery Specialist	10

- (ii) The Parties agree that the salary groups referenced above have been mutually agreed upon and are correct as of the date they are created and will not be the subject of appeal, grievance or otherwise referred to or relied upon in the future, unless material changes are made to the job.

**(b) Recovery Role Postings**

On or after December 1, 2020, ICBC will post the positions of Support and Recovery Specialist, Senior Support and Recovery Specialist and Advanced Support and Recovery Specialist. These positions will be posted and filled in the regular manner prescribed by the Collective Agreement.

**(c) Current Recovery Roles and Reclassification of Staff**

- (i) In or about February or March 2021, all current regular Customer Recovery Specialist employees (SG10) will be reclassified to the Senior Support and Recovery Specialist classification (SG12).

The following will apply:

- (1) Article 11.17(a) will apply to all salary increases.

- (2) There will be no change to employees' established headquarters.
  - (3) Approved 2021 scheduled vacation will be honoured.
  - (4) Hours of work and scheduling will remain the same and will be subject to Article 12.01(a).
  - (5) For 2022 and all subsequent years, employees in the Senior Support and Recovery Specialist classification will have their vacation scheduled on a province-wide department basis in accordance with amended Letter of Understanding No. 28.
- (ii) In or about February or March 2021, all current regular Senior Customer Recovery Specialist employees (SG12) will be reclassified to the Advanced Support and Recovery Specialist classification (SG13).

The following will apply:

- (1) Article 11.17(a) will apply to all salary increases.
- (2) There will be no changes to employees' established headquarters.
- (3) Approved 2021 scheduled vacation will be honoured.
- (4) Hours of work and scheduling remain the same and will be subject to Article 12.05(b).
- (5) For 2022 and all subsequent years, employees in the Advanced Support and Recovery Specialist classification will have their vacation scheduled in accordance with Article 15.12.

**(d) Transition Plan for Senior Support and Recovery Specialist and Advanced Support and Recovery Specialist Employees**

Starting no later than May 1, 2021 the following will occur:

(i) Senior Support and Recovery Specialists

Based on the operational needs of ICBC, Senior Support and Recovery Specialist employees will transition to the Enhanced Care model. Staff will be supported through training and coaching to ensure they are prepared to support files under the Enhanced Care model.

(ii) Advanced Support and Recovery Specialists

Based on the operational needs of ICBC, Advanced Support and Recovery Specialist employees will transition to the Enhanced Care model. Staff will be supported through training and coaching to ensure they are prepared to support files under the Enhanced Care model.

(e) **Transition Plan for Customer Claims Specialist and Claims Specialist employees to Support and Recovery Services Department**

Starting in or about December 2020 or January 2021, and communicated to the Union, and at subsequent times thereafter to be discussed with the Union, the following canvasses will occur:

(i) **Customer Claims Specialists**

- (1) In or about December 2020 or January 2021, all regular Customer Claims Specialist employees will be canvassed to volunteer for a position as a Support and Recovery Specialist classification, subject to a maximum number established by ICBC.
- (2) In the event that the number of Customer Claims Specialist employees volunteering exceeds the maximum number established by ICBC, the employees will be placed by seniority.
- (3) In the event that the number of Customer Claims Specialist employees volunteering is less than the maximum number established by ICBC, the remaining required Customer Claims Specialist employees will be placed by reverse seniority.
- (4) In phases, based on operational needs, Customer Claims Specialist employees will have future opportunities to volunteer or may be placed in accordance with the above canvass, volunteer and placement process.
- (5) For those Customer Claims Specialist employees that volunteer or are placed into the Support and Recovery Specialist classification:
  - a. There will be no changes to their salary or established headquarters.
  - b. Approved 2021 scheduled vacation will be honoured.
  - c. Hours of work and scheduling will be in accordance with Article 12.01(a).
  - d. For 2022 and all subsequent years, employees in the Support and Recovery Specialist classification will have their vacation scheduled on a province-wide department basis in accordance with amended Letter of Understanding No. 28.

- e. Customer Claims Specialists who are currently salary protected and volunteer or are placed in the Support and Recovery Specialist classification will continue to be salary protected as long as they remain in the Support and Recovery Specialist classification in accordance with Letter of Understanding No. 26 paragraphs 5, 6 & 7.

(ii) Claims Specialists

- (1) In or about December 2020 or January 2021, all regular Claims Specialist employees will be canvassed to volunteer for a position as a Senior Support and Recovery Specialist classification, subject to a maximum number established by ICBC.
- (2) In the event that the number of Claims Specialist employees volunteering exceeds the maximum number established by ICBC, the employees will be placed by seniority.
- (3) In the event that the number of Claims Specialist employees volunteering is less than the maximum number established by ICBC, the remaining required Claims Specialist employees will be placed by reverse seniority.
- (4) In phases, based on operational needs, Claims Specialist employees will have future opportunities to volunteer or may be placed in accordance with the above canvass, volunteer and placement process.
- (5) For those Claims Specialist employees that volunteer or are placed into the Senior Support and Recovery Specialist classification:
  - a. There will be no changes to their salary or established headquarters.
  - b. Approved 2021 scheduled vacation will be honoured.
  - c. Hours of work and scheduling will be in accordance with Article 12.01(a).
  - d. For 2022 and all subsequent years, employees in the Senior Support and Recovery Specialist classification will have their vacation scheduled on a province-wide department basis in accordance with amended Letter of Understanding No. 28.

**(f) Temporary Employees**

In order to facilitate the phased transition of employees to the Enhanced Care model, the parties agree that ICBC, at its discretion, may hire full-time temporary employees in accordance with Article 6.04, and part-time temporary employees in accordance with Article 6.05, and ICBC may extend the length of full-time temporary, part-time temporary and acting appointments for up to twenty-four (24) months with an earliest start date of January 1, 2021 and a latest end date of December 31, 2022 for the following positions:

- (i) Customer Claims Specialist;
- (ii) Claims Specialist;
- (iii) Customer Recovery Specialist;
- (iv) Senior Customer Recovery Specialist;
- (v) Support and Recovery Specialist;
- (vi) Senior Support and Recovery Specialist;
- (vii) Advanced Support and Recovery Specialist; and
- (viii) Any and all other positions required to facilitate the phased transition of employees to Enhanced Care.

**(g) Enhanced Care Transition Discussions**

The Parties agree that they will continue to engage in discussions related to the transition to Enhanced Care and will meet at least two (2) times per month, and at any other times mutually agreed by the Parties, to discuss the transition to Enhanced Care and the discussion may include:

- (i) Any issues arising for the application, interpretation and execution of this LOU;
- (ii) Workload volumes and a commitment to resolve workload concerns that may arise;
- (iii) Future offer and placement dates and the number of employee offers and placements;
- (iv) Future training dates and the number of employees training;
- (v) Additional Enhanced Care positions that will be created, posted and filled in the regular manner prescribed by the Collective Agreement; and
- (vi) Other issues as raised by the Parties.

(h) **General**

- (i) It is the object of this LOU that every affected regular employee covered by this LOU will volunteer, be placed, or be reclassified. Consequently, severance will not be considered and will not be available to employees who volunteer, are placed, or are reclassified under this process.
- (ii) The Parties agree that they do not foresee an immediate impact to Claims Legal Services with the transition to the Enhanced Care Model. In the event that there are impacts to the Claims Legal Services in the future, ICBC will collaborate with the Union and assist employees in Claims Legal Services with career development plans and career transition support.
- (iii) The Parties agree that ICBC has provided the Union with sufficient notice pursuant to Section 54 of the *Labour Relations Code*.
- (iv) The Parties agree that Article 7.07(a) shall not apply to those who volunteer, are placed or reclassified pursuant to paragraphs (c), (d) and (e) of this LOU.
- (v) The Parties agree that Articles 8 and 9 shall not apply to those who volunteer, are placed or reclassified pursuant to paragraphs (c), (d) and (e) of this LOU.
- (vi) The Parties agree that any dispute arising from the application, interpretation or execution of this LOU shall be referred for discussion between the Parties, as outlined in paragraph (g) of this LOU and if not resolved within 30 days from the first day discussed under (g) the parties may refer the dispute to Stage 3 of the grievance process.
- (vii) The Parties agree that Article 12.04(j) shall be of no force or effect as of the date when there are no longer Customer Claims Specialists at the Centralized Claims Injury Centre (CCIC).
- (viii) The Parties agree that ICBC will provide Executive Councillors, Board Members, and Job Stewards in Claims, paid leaves of absence of up to 3 hours for the purpose of attending informational sessions with the Union related to the transition to the Enhanced Care Model. The timing of these paid leaves of absence will be mutually agreed upon in advance to minimize disruption to ICBC's operation.
- (ix) The Parties agree that employees, in the classifications referenced in this LOU, will have their approved vacation and nine (9) day fortnight day selection honoured for the year for which it was approved when they volunteer, are placed or are reclassified.

- (x) The parties agree that this Agreement is entered into on a without prejudice and without precedent basis and will have no future application beyond this LOU and may not be subsequently used or referenced.



**For the Union**

K. Smyth

Date: November 27, 2020



**For the Corporation**

M. Hamlin-Douglas

Date: November 27, 2020