



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 1	0.01	<i>Date of Effect – duration of a renewed Collective Agreement</i>	

The Union proposes that the parties agree to extend the duration of the current Collective Agreement.

**ARTICLE 0**

**SCOPE OF AGREEMENT**

**0.01 Date of Effect**

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

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 2	1.04	<i>Amend - Union Security</i>	

**1.04 Assignments of Wages and Employee Information**

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

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

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

- (i) new hires
- (ii) terminations
- (iii) promotions
- (iv) demotions
- (v) lateral moves between budget centres
- (vi) salary revisions
- (vii) address and name changes
- (viii) employees on extended leave of absence
- (ix) acting pay appointments
- (x) overtime worked
- (xi) telephone number changes, except where employees have expressly indicated to the Corporation that their number is unlisted
- (xii) seniority

The Corporation will deduct \$0.25 from each employee's bi-weekly pay and the Corporation will also pay \$0.25 on behalf of each employee on a bi-weekly basis for the purpose of providing Union education. The Corporation will remit these funds to the Union on a monthly basis and they shall be placed into a trust fund established by the Union for this purpose.

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For the Union

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

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 3	2.03	<i>Amend – Union Recognition</i>	

**2.03 Paid and Unpaid Leave for Job Stewards and Union Officers**

- (a) Job stewards can carry out their duties in Article 2.02(a), 2.02(b), and 2.02(e) above without loss of pay during regular business hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular hours will not be paid for by the Corporation. Before carrying out duties relating to 2.02(a) or 2.02(e) during regular working hours, the Job Steward will first obtain permission from their manager at their location. Such permission will not be unreasonably withheld. Job stewards may carry out their duties relating to 2.02(b) upon prior notification being given to the manager at their location. It is understood that Job Stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

- (b) Leave of Absence for Arbitration Hearings.

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

- (c) Leave of Absence for Union Executive Meetings

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

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

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

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provision will cooperate with the Corporation to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Section.

(e) Miscellaneous Leave of Absence

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

(f) Job stewards and/or elected Officers of the Union who regularly work for the Corporation and who are assigned to joint Union-Corporation committees, will be paid by the Corporation for all time spent on such committees during regular hours.

(g) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.

(h) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the applicable manager and/or Labour Relations Department with not less than five (5) working days written notice, where possible.

(i) Employees who request and are granted a leave of absence for Union business, either with or without pay, are required to complete the appropriate form ~~HR240~~ and submit it to their manager.

(j) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Corporation will continue an employee's normal salary, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 4	2.09	<i>Amend – Union Recognition</i>	

**2.09 Notification of New Excluded Jobs**

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

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For the Union

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 5	2.14	<i>Amend – Union Recognition</i>	

**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. The parties agree to cooperate in conducting these meetings in a manner that does not cause an undue delay of proceedings and the manager shall notify the employee no less than twenty-four (24) hours of any such meeting. Furthermore, the employee may have no fewer stewards present at such a meeting as there are managers present.

Where a manager meets with an employee with the specific intent to administer discipline, the manager shall ~~make every effort to~~ notify the employee no less than twenty-four (24) hours in advance of that meeting in order that the employee may have a Job Steward present.

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

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

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<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 6	3.06	<i>Amend</i>	

### **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.

**(a) Stage I**

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

**(b) Stage II**

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

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Manager, Employee Relations, within fifteen (15) calendar days of the date of the discussion at Stage II.

- (iii) If the parties are unable to resolve the dispute the Union may refer the matter to Stage III within fifteen (15) calendar days ~~from the date of the discussion~~ of receipt of the Manager's decision at Stage II.

(c) Stage III

- (i) A grievance referred by the Union to Stage III will be in writing to the Manager, Employee Relations.
- (ii) Within fifteen (15) calendar days of receipt of the Union's referral to Stage III, the Manager, Employee Relations, will discuss the grievance with representatives of the Union.
- (iii) Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the Manager, Employee Relations, will submit the Corporation's decision to the Union in writing.
- (iv) Within thirty (30) calendar days of receipt of the Corporation's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.07.

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 7	6.03 (c)	<i>Amend – Employee Definitions and Benefits</i>	

**ARTICLE 6**

**EMPLOYEE DEFINITIONS AND BENEFITS**

**6.03 Part-Time Regular**

**(a) Definition**

A part-time regular employee is one hired to fill a position which is of a continuing part-time nature. Except as may be varied below, a part-time regular employee will work according to a regular part-time schedule, but unless agreed with the Union, will not work more than seventy-five percent (75%) of the normal monthly hours as established in Article 12. Employees who work more than seventy-five percent (75%) of the normal monthly hours shall be considered as a full-time regular employee and will receive all benefits thereto. A part-time regular employee's schedule may be varied by agreement with the employee. Part time Regular schedules will provide for not less than 10% of normal monthly scheduled hours as established in Article 12 or other hours of work articles, and no less than 4 hours per scheduled shift.

**(b) Hours of Work**

Part-time regular employees may be regularly scheduled to work up to the normal hours in a work day, as defined elsewhere in this Agreement. By agreement with the part-time employee and the Corporation, part-time regular employees may be regularly scheduled to work up to nine and one-half (9 ½) hours per day at straight time. In addition to scheduled base hours, extra hours may be offered on a voluntary basis to the maximum number of hours normally worked by a full-time regular employee. Either a job steward or a local Union officer will be notified prior to implementation of such an arrangement.

**(c) Benefit Limitations**

- i) will conclude their probationary periods after having worked the equivalent hours as described for the probationary period.

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

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

- v) will be entitled to receive sick leave on a pro-rata basis to cover scheduled days of work.
- vi) will be remunerated for statutory holidays, as set out in Article 16.01, at the rate of 4.8% gross earnings, and shall receive 2% of gross earnings for each week of earned vacation entitlement, as provided for in Article 15.03, during each calendar year. A part-time regular employee who wishes to take vacation upon completion of the service requirements may request the applicable percentage of earnings to date, subject to a maximum of ~~two~~ four (4) such requests in a calendar year. The amount paid out in such instances will be deducted in the calculation of vacation and holiday pay at year-end. The above compensation represents the part-time employees' total claim for vacation and holiday pay, except that at the discretion of the Corporation such employees may be paid for holidays as they occur provided such is deducted from total compensation above.
- vii) may be terminated in accordance with this Agreement, except that pay in lieu of any notice shall be calculated on the basis of scheduled working days or hours within the period of required notice. Any severance pay

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which may be due as a result of action taken under Article 8 will be calculated on a pro rata basis in relation to the time worked.

- viii) will receive salary step increases in accordance with their accumulated service.
- ix) part-time regular employees will have the right to apply for full-time regular positions within the Corporation after the completion of their probationary period but seniority shall be determined under ii) above. Part-time regular employees who apply to a full-time posting in their current job classification and in the same headquarters that they currently work will not be subject to Article 7.07(a).
- x) will have their salaries calculated by multiplying their appropriate hourly rate times the hours worked.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 8	7.0	<i>NEW – Job Postings and Competitions</i>	

**ARTICLE 7**

**JOB POSTINGS AND COMPETITIONS**

The Union proposes to have a discussion regarding the selection process in terms of allowing lateral transfers prior to promoting/hiring is completed. The Union further proposes that "mass postings" indicate the number of positions that will be filled initially, indicating the number of positions that are needed immediately.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 9	7.01	<i>AMEND – Job Posting and Competitions</i>	

**7.01 Job Postings**

- (a) Except as otherwise provided for in this Agreement, all regular job vacancies will be posted in accordance with this Article unless otherwise specifically agreed to by the Union.
- (b) Except as provided for elsewhere in this Agreement, all regular job vacancies will be posted for five (5) working days. Job vacancies which are posted throughout the Corporation will be advertised on the Corporation's electronic systems. Except as provided in Article 7.01(n), a regular job vacancy which arises through attrition, and which the Corporation intends to replace as a full-time regular position will be posted within twenty-one (21) calendar days of being assumed by an acting incumbent.
- (c) The closing date of any job posting will not expire until the job has been posted for a minimum of five (5) working days. Any applicant will have their job application accepted by the Corporation provided it is received by the Corporation by the closing date.
- (d) The job posting shall contain all relevant job information including job title, work location, required knowledge, skills and abilities, or equivalent, salary range, special conditions, status (full-time or part-time, etc.), and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.
- (e) Late applications due to sickness, vacation or other authorized leave of absence will be accepted, provided such application is received within ~~five (5)~~ ten (10) calendar business days of the posting close. In situations where late applications are submitted, the cause for the application being late must be indicated on the application form.

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

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- (f) The Corporation will provide copies of all job postings to the Union office as part of the normal posting distribution.
- (g) A list of the names and seniority dates of the successful applicant(s) will be posted on the intranet. The Union will be advised of the names of all applicants, and the name and seniority of the successful applicant(s).
- (h) Unless otherwise agreed to by the parties, the Union shall be advised one (1) calendar week prior to any hire from outside the bargaining unit when there are bargaining unit applicants involved in the specific job posting and the Corporation will provide the following information:
  - (i) the posting number of the position to be filled;
  - (ii) names of bargaining unit applicants who applied to the position;
  - (iii) reasons for selection outside the bargaining unit.
- (i) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and will be reimbursed for all expenses incurred as in Article 20.
- (j) The successful applicant shall assume the duties of the new job not later than six (6) weeks from the date of notification of selection, unless otherwise agreed with the employee. Temporary employees who successfully apply for other positions may be retained in their temporary position for their period of temporary assignment at the discretion of the Corporation. In any event, however, employees will be paid at the new higher rate either the date they assume the new position or four (4) weeks from the date of notification of selection, whichever first occurs.
- (k) The parties hereto agree that in certain limited instances, and particularly those involving the replacement of specialized personnel, it is unlikely that a job posting will produce applicants from within the bargaining unit who will have the prerequisite knowledge, skills and abilities, or equivalent to perform such jobs. In order to expedite the hiring process in such instances, the Corporation may advertise outside the bargaining unit during the posting period provided the Union is notified in advance and the job posting contains a statement outlining the Corporation's action and reason thereto. The statement will further request employees who believe they have the prerequisite knowledge, skills and abilities, or equivalent, to ensure that they submit their applications for consideration. The Corporation does agree, however, that the practice as set out above will be avoided wherever possible in the interest of good employee relations.
- (l) Jobs which are posted as part of a mass posting - e.g. Claims Adjuster jobs - and which are not filled within a period of six (6) months, shall be reposted prior to being filled. All other jobs which are not filled within a period of four (4) months shall be reposted prior to being filled.

Signed off this

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- (m) The parties recognize that a lack of space in a headquarters can make it necessary to house departments, or parts of departments, which would otherwise be housed in that headquarters, in a satellite office in a separate building.

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

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

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(Canadian Office and Professional Employees Union, Local 378)

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 10	11.14	<i>Amend – Salary Administration</i>	

**ARTICLE 11**

**SALARY ADMINISTRATION**

**11.14 Pay for Acting Appointments**

- (a) An employee who is temporarily appointed to a higher level position in an acting capacity will have their salary adjusted in accordance with Article 11.08 except that no accrual adjustment will be made to the regular rate of pay before applying the promotion formula. Such adjustments will apply for appointments of three (3) consecutive working days or more, in which case, the employee's salary will be adjusted from the commencement of such period. ~~(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 (3) salary groups or more above their current level, Compensation Services will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the period but the minimum increase will shall receive be two (2) groups a full salary adjustment of 5% per salary group.~~

- (c) An employee who performs a higher level position in an acting capacity under the foregoing on reverting to their former position will receive the salary that they would have attained assuming they had remained in their former position.
- (d) An employee's acting adjustment will be discontinued upon the discontinuance of the appointment in accordance with Article 11.16(a), except where the employee is unable to perform the acting assignment due to illness or injury. In such instances, the acting adjustment will be continued for either five (5) days or to the scheduled end date of the assignment, whichever occurs first.
- (e) Where an employee is assigned additional duties, beyond the scope of their regular assignment, the provisions of Article 10 will apply.

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Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 11	11.16	<i>Amend</i>	

**ARTICLE 11**

**SALARY ADMINISTRATION**

**11.16 Notification and Limitation of Acting Appointments**

- (a) All acting appointment opportunities shall be offered to employees in a fair and equitable manner.

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

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

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

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

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 12	11.21	NEW – Salary Administration	

**ARTICLE 11**

**SALARY ADMINISTRATION**

**11.21 Transferring into the Bargaining Unit**

- (a) A position that transfers from without to within the bargaining unit shall retain its higher salary group if its salary group exceeds those of Appendix A. Thereafter its salary group will be incorporated into Appendix A.
- (b) The Corporation shall ensure that the difference in salary rates between an affected employee's non-bargaining unit position and their bargaining unit position, as determined by the value of union dues, shall be neutral.
- (c) The salary rate differential referred to in (b) above will only apply as long as the affected employee remains in the same position and only until their next salary group increase and/or their next general wage increase exceeds the differential.

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 13	11.22	<i>NEW – Salary Administration</i>	

**ARTICLE 11**

**SALARY ADMINISTRATION**

**11.22 Long Service Acknowledgement**

A regular employee who has occupied the same position in excess of ten (10) years shall receive a 5% premium in addition to their base salary.

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<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 14	12		

**ARTICLE 12**

**HOURS OF WORK**

The Union proposes that the parties discuss expanding the option of a four (4) day work week to as many job classifications as possible.

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Union			
Number	Affected Article/MOU	Date:	Time:
UP 15	12.07	<i>Amend</i>	

**12.07 Scheduled Time Off Provisions**

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

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

January 1 to January 23  
January 24 to February 15  
February 16 to March 10  
March 11 to April 2  
April 3 to April 26  
April 27 to May 20  
May 21 to June 11  
June 12 to July 4  
July 5 to July 27  
July 28 to August 20  
August 21 to September 11  
September 12 to October 3  
October 4 to October 25  
October 26 to November 15  
November 16 to December 8  
December 9 to December 31

- (b) Employees shall be provided time during their regular hours of work to ~~will~~ request scheduled time off under this Article at least seven (7) working days in advance, and the scheduling of such time off will be subject to management approval.
- (c) Scheduled time off will normally be taken in not less than full day increments. At the employee's option however, it may be taken in half-day increments.
- (d) Scheduled time off will not take precedence over another employee's vacation leave.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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- (e) Scheduled time off will be taken on any day in the period in which it is earned except that employees shall be allowed to accrue up to ten (10) days which can be taken in a continuous period.
- (f) Employees who take scheduled time off within any of the above shown periods and who fail to work the full period, will repay the Corporation the pro-rata portion of unearned entitlement for that period at the appropriate hourly rate.
- (g) Employees who start work in positions which carry an entitlement to scheduled days off in accordance with this Article during one (1) of the above shown periods, or whose time worked in such a position is only a portion of any of the above periods, will earn the appropriate pro-rata portion of the day off to be paid at the appropriate hourly rate.
- (h) Time worked will exclude maternity leave, long term disability, and any other leave without pay of more than ten (10) working days.
- (i) Part-time regular employees and all temporary employees will work the hours as described in this Article except that such employees will be paid at the appropriate hourly rate for all time worked in lieu of scheduled time off.
- (j) An employee who suffers illness on scheduled time off day(s) shall have the scheduled time off day(s) returned to them and such days shall be coded for timekeeping purposes as sick time and paid in accordance with Article 17.

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 16	14.08 (b)	<i>Amend – Overtime, Call-Outs, Standby and Meal Allowances</i>	

**ARTICLE 14**

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

**14.08 Meal Allowances**

- (a) Where an employee is required to work less than two (2) hours beyond and/or before her/his regular shift, a one-half (1/2) hour unpaid meal period will be allowed.
- (b) An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the Corporation will provide a meal allowance of ~~\$12.00~~ \$20.00 to the employee:
- i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer beyond the regular day or shift.
  - ii) where an employee is called out and works four (4) hours overtime.
  - iii) where an employee is required to work four (4) hours overtime beyond an overtime meal period actually taken. Where this overtime follows a regular shift, the first meal period may be taken at the employee's discretion.
- (c) Where overtime work is pre-scheduled for normal days off and employees have been properly notified in advance as provided in Article 13.04, and work is to commence within two (2) hours of the normal starting time, the Corporation will not be required to provide lunch or pay for meal time if taken.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 17	14.09 (a)	<i>Amend – Overtime, Call-Outs, Standby and Meal Allowances</i>	

*Amend the language to apply to a 7.83 hour day and a 4 on, 4 off week.*

**ARTICLE 14**

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

**14.09 Banking Overtime**

- (a) Regular employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours earned to be taken as time off in lieu of wages providing that the total number of hours transferred to the overtime leave bank in any calendar year shall not exceed ~~37.5~~ 39.15 hours.

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

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

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

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 18	15.03	<i>Amend - Annual Vacations</i>	

**ARTICLE 15**

**ANNUAL VACATIONS**

**15.03 Vacation Entitlement**

Vacation entitlements for all regular employees shall be as follows:

- (a) ~~In the calendar year in which the employee's first (1st) to seventh (7th) anniversary of service occurs:~~
- ~~(i) fifteen (15) days in each calendar year for employees who work a five day work week;~~
  - ~~(ii) fourteen (14) days in each calendar year for employees who work a nine day fortnight;~~
  - ~~(iii) nine (9) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.~~
- (b) ~~In the calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary of service occurs:~~
- ~~(i) twenty (20) days in each calendar year for employees who work a five day work week;~~
  - ~~(ii) eighteen (18) days in each calendar year for employees who work a nine day fortnight;~~
  - ~~(iii) twelve (12) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.~~
- (c) ~~In the calendar year in which the employee's seventeenth (17th) to twenty fourth (24th) anniversary of service occurs:~~
- ~~(i) twenty five (25) days in each calendar year for employees who work a five day work week;~~

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~~(ii) twenty three (23) days in each calendar year for employees who work a nine day fortnight;~~

~~(iii) fifteen (15) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.~~

~~(d) In the calendar year in which the employee's twenty fifth (25th) to twenty ninth (29) anniversary of service occurs:~~

~~(i) thirty (30) days in each calendar year for employees who work a five day work week;~~

~~(ii) twenty seven (27) days in each calendar year for employees who work a nine day fortnight;~~

~~(iii) eighteen (18) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.~~

~~(e) In the calendar year in which the employee's thirtieth (30th) anniversary of service occurs, and in each calendar year thereafter:~~

~~(i) thirty five (35) days in each calendar year for employees who work a five day work week;~~

~~(ii) thirty two (32) days in each calendar year for employees who work a nine day fortnight;~~

~~(iii) twenty one (21) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02~~

<u>Work Year</u>	<u>Vacation Days</u>
<u>First to Second</u>	<u>15</u>
<u>Third</u>	<u>16</u>
<u>Fourth</u>	<u>17</u>
<u>Fifth</u>	<u>19</u>
<u>Sixth</u>	<u>20</u>
<u>Seventh</u>	<u>20</u>
<u>Eighth</u>	<u>22</u>
<u>Ninth</u>	<u>23</u>
<u>Tenth</u>	<u>24</u>
<u>Eleventh</u>	<u>25</u>
<u>Twelfth</u>	<u>26</u>
<u>Thirteenth to fifteenth</u>	<u>27</u>
<u>Sixteenth to Eighteenth</u>	<u>28</u>
<u>Nineteenth</u>	<u>29</u>
<u>Twentieth</u>	<u>31</u>

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<u>Twenty-first</u>	<u>32</u>
<u>Twenty-second</u>	<u>33</u>
<u>Twenty-third and twenty-fourth</u>	<u>34</u>
<u>Twenty-fifth and thereafter</u>	<u>35</u>

(c) Conversion of Hours – where an employee is granted vacation pursuant to this article and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.

(d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 19	15.12	<i>Amend – Annual Vacations</i>	

**ARTICLE 15  
Annual Vacations**

**15.12 Vacation Scheduling**

- (a) Scheduling of vacations shall be subject to departmental requirements, however, no less than 25% of employees in a bidding group shall be permitted to schedule annual vacation at any given time in the twelve (12) month period being bid upon.
- (b) Employees will indicate their preference for vacation periods on the basis of seniority within the department and the employee's preferences will not be unreasonably denied.
- (c) Vacation selection bid forms will be issued no later than October 20<sup>th</sup> of each year for the vacation period of January 1<sup>st</sup> to December 31<sup>st</sup>.
- (d) Vacation selection preferences will be submitted no later than November 20<sup>th</sup>.
- (e) It is the intent of this Article that seniority preferences be exercised amongst employees who are performing work on the same job level or pay grade, or within a work unit of a department, whenever possible.
- (f) Employees who transfer to a department after vacation periods are scheduled will be placed at the bottom of the seniority list and will not exercise their seniority rights until the scheduling of the following vacation year, except where vacation periods become available as provided in Article 15.12(h).
- (g) Where employees chose to break their vacation into two (2) or more periods, no employee's second choice, etc., will take preference over a junior employee's first choice, etc.
- (h) Vacation periods that become available after the closing of the vacation scheduling sign-up date under Article 15.12(d), will be posted in the department.
- (i) Vacation selection preferences under paragraph 15.12(h) shall be granted on the basis of departmental requirements and seniority.

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

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

## ICBC PROPOSALS 2022

### Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 20	16.01	<i>Amend – Paid Holidays</i>	

### ARTICLE 16

#### PAID HOLIDAYS

##### 16.01 Paid Holidays

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

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

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

##### 16.02 Date of Observance

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

##### 16.03 Holiday Pay

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

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

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#### **16.04 Holiday Falling on Employee's Vacation**

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

#### **16.05 Notice for Work on Paid Holiday**

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

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

A full-time temporary employee will be paid ~~40.8%~~ 11.4% of their gross earnings with each pay period in lieu of annual vacation and general holiday leave.

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

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

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

## ICBC PROPOSALS 2022

### Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 21	17.0	<i>Amend</i>	

### ARTICLE 17

#### PAID SICK LEAVE

The Union proposes to include in this Article the following:

Notwithstanding any other provision in this agreement, no employee covered by this agreement shall receive a lower sick leave entitlement than the minimum set out in the *Employment Standards Act*.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

## ICBC PROPOSALS 2022

### Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 22	17.10	<i>Amend – Paid Sick Leave</i>	

### ARTICLE 17

#### PAID SICK LEAVE

##### 17.10 Benefit Restrictions

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

- (a) The first day of absence for each separate occurrence of disability in excess of three (3) occurrences per calendar year shall be paid at 75% pay.
- (b) The first two (2) days of absence for each separate occurrence of disability in excess of five (5) occurrences per calendar year shall be paid at 75% percent pay.
- (c) For the purposes of (a) and (b) above, recurring absences due to a chronic condition, for mental health reasons, and/or for regularly scheduled treatment by a qualified medical practitioner of an ongoing or prolonged illness or injury will be considered as one (1) occurrence.

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

- (d) Maternity leave.
- (e) Disabilities occurring during leaves of absence without pay. Entitlement resumes when the designated period of such leave expires, and the employee returns to work.
- (f) Any absence when the employee has been suspended for just cause.
- (g) Any absence where an employee is locked out or on a strike authorized by the Union.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 23	17.11	<i>Amend – Paid Sick Leave</i>	

**ARTICLE 17**

**PAID SICK LEAVE**

**17.11 Medical/Dental Appointments**

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

Full-time regular employees and full-time temporary employees who have completed their probationary period, will also be granted reasonable leave without loss of pay to attend the medical and dental appointments of dependent family members when they are unable to be arranged on an employee's scheduled days off. A dependent family member is defined as a person for whom the employee is responsible for their care and wellbeing.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

## ICBC PROPOSALS 2022

### Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 24	17.14	<i>Amend – Paid Sick Leave</i>	

### ARTICLE 17

### PAID SICK LEAVE

#### 17.14 Family Illness

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

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 25	18	<i>Discussion – Improve Benefits</i>	

**ARTICLE 18**

**WELFARE BENEFIT PLANS**

The Union proposes that the parties discuss Article 18 with a view to improving the Welfare Benefits Plans.

The employer shall provide five (5) "Wellness Days" to each employee per calendar year. An employee may take five (5) days with pay per year to excuse themselves from work for personal reasons. Such requests must be made with reasonable notice whenever possible and approval of these days shall be granted upon the request being received. Wellness Days must be taken in the calendar year and will not carry over to subsequent years or be paid out.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 26	18.10	NEW – Welfare Benefits Plans	

**ARTICLE 18**

**WELFARE BENEFIT PLANS**

**18.10 Legislative Changes**

If the premium paid by the Corporation for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the governments of British Columbia or Canada, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 27	19.01	<i>Amend – Leave of Absence</i>	

For explanation the Union considers an adult son or daughter to be a child and we consider same sex and common law to be a spouse.

**ARTICLE 19**

**LEAVE OF ABSENCE**

**19.01 Bereavement Leave**

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

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

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 28	19.04	NEW – Examination Leave	

**ARTICLE 19**

**LEAVE OF ABSENCE**

**19.04 Examination Leave**

A regular employee who writes a final course or year-end examination during or immediately following a regularly scheduled work shift will be entitled to reasonable time off to write the examination or to prepare for the exam. ~~In addition, Such an employee will be entitled to leave of up to four (4) working hours without loss of pay and will advise their manager if they intend to use these hours for the exam or for exam preparation. in order to prepare for the examination.~~ An employee who completes the writing of an examination not less than three (3) hours prior to the end of their shift will be expected to return.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 29	19.10	<i>New – Leave of Absence</i>	

**ARTICLE 19**

**LEAVE OF ABSENCE**

**19.10 Military Leave**

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

In addition to the above provisions, members of the forces are entitled to Reservists Leave per the Employment Standards Act.

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Signed off this

day of

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 30	19.xx	<i>NEW – Leave of Absence</i>	

The Union proposes that the parties agree to a new provision in the Collective Agreement that will allow volunteer emergency and rescue workers receive their regular net pay for their volunteer services provided.

**ARTICLE 19**

**LEAVE OF ABSENCE**

**19.xx Volunteer Emergency and Rescue Workers Leave**

Any regular employee who has accumulated more than six (6) months of service with the Corporation will be entitled to reasonable leave without loss of pay to attend to duties related to volunteer emergency and rescue work. If the employee receives payment from their volunteer organization for their time spent performing their duties, the employee shall reimburse the Corporation the amount received. The employee will discuss their volunteer work with their manager and will work together to meet the needs of the Corporation and the employee's volunteer commitments.

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Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 31	20.08	<i>Amend – Moving, Travelling, Special Entitlements</i>	

**ARTICLE 20**

**MOVING, TRAVELLING, SPECIAL ENTITLEMENTS**

*The Union proposes that the parties agree to increase the amounts payable in the Article by 5%.*

**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 \$35,000.00. Limited moving expenses in accordance with 20.08 (b) will have a limit of \$15,000.00.

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

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

- (i) the employee must be moving from, and to, a full-time regular position; and
- (ii) the employee must actually incur a change in residence; and
- (iii) the new headquarters must be further from the original residence than was the previous headquarters; and
- (iv) the new headquarters must be more than eighty (80) road kilometres away from the original residence if in the Lower Mainland and fifty (50) road kilometres away from the original residence if outside the Lower Mainland; and
- (v) the new residence must be closer to the new headquarters than is the old residence to the new headquarters; and

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- (vi) the employee must initiate their move to the new residence within three (3) months of moving to their new headquarters; and
- (vii) the employee must submit their claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to their new headquarters, unless a longer period is agreed to in writing by the Corporation.

(a) Full moving expenses will be paid in accordance with 20.09(a), where the change in headquarters results from:

- (i) the location of the employee's headquarters being changed by the Corporation, except as limited by 20.08(c);
- (ii) a move as a result of the employee being displaced under Article 9 - Technological and Procedural Change;
- (iii) a move as a result of the employee receiving a promotion under Article 7 except as limited under 20.08(b) (iii) or 20.08(b) (iv).

(b) Limited moving expenses will be paid in accordance with 20.09(b) where the change in headquarters results from:

- (i) a move as a result of the employee being displaced under Article 8 - Layoff and Recall;
- (ii) a move as a result of the employee voluntarily transferring to a job of equal or lower salary level under the terms of Article 7. Unless otherwise agreed by the Corporation, employees in such instances will not receive any moving expenses if they have less than five (5) years continuous service or if they have received a move paid by the Corporation in the preceding five (5) years;
- (iii) a move as a result of an employee receiving a promotion under Article 7 which requires a change in headquarters within Greater Victoria, or within the Lower Mainland;
- (iv) a move as a result of an employee receiving a promotion under Article 7 into any Salary Group 7 and below, except for Estimator Trainees who are promoted outside of, or into, or out of the geographical area comprised of the Municipalities or Cities set out in 20.08(b)

(iii) who will be paid expenses in accordance with 20.09(a).

(c) An employee whose change in headquarters results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Corporation.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer

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- (d) Employees who receive full or limited moving expenses for a move related to a promotion or transfer they initiated will reimburse the Corporation for all moving expenses received in those instances where the employee leaves the employment of the Corporation within two (2) years of the date of the move.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 32	20.10 (b)	<i>Amend 20.10 (b) – Moving, Travelling, Special Entitlements</i>	

**ARTICLE 20**

**MOVING, TRAVELLING, SPECIAL ENTITLEMENTS**

**20.10 Special Allowances**

(a) Language Premium

Ongoing need

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

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

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

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

Incidental Use

Employees who are required, at the specific request of their managers, to use a language other than English on an incidental, but not regular basis, will be paid an additional 5% of their regular daily rate for each day they actually use another language in the performance of their job duties. This payment will be made on the basis of records

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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kept by the employees, and approved by their managers on a quarterly basis. For any period of 4 consecutive weeks where an employee uses the other language on average 3 days per week the employee will receive the 5% premium for the entire 4 week period.

#### Pilot Projects

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

#### Fluency Testing

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

(b) First-Aid Attendant Premium

Employees designated as First-Aid Attendants, who are required to be holders of a valid Occupational First-Aid Certificate, will receive a premium of ~~\$32.00~~ \$36.00 per month for a level "1" certificate and ~~\$106.00~~ \$115.00 per month for a level "2" certificate, or greater.

(c) Driver Examiner Substitution Pay

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

(d) Premium Pay for Forklift Training

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

(e) Personal Protective Equipment

Where an employee is required to wear personal protective equipment (PPE) for 20% or more of their shift, they will be paid a premium of 5% of their normal hourly rate for all time spent wearing the PPE. ICBC will supply all required PPE to employees.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 33	22		

**ARTICLE 22  
HEALTH & SAFETY**

The Union proposes that the parties discuss this Article with a focus on improving mental health in the workplace.

The Union proposes that there is a Worker Representative on all OH&S committees at Service BC offices.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 34	22.08	<i>Amend – Health &amp; Safety</i>	

**ARTICLE 22  
HEALTH AND SAFETY**

**22.08 Protective Clothing and Equipment**

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

Where employees are required to wear protective footwear, the Corporation will reimburse employees up to ~~\$175.00~~ \$200.00 for the purchase and/or replacement of such footwear. In situations where “winter” or rubber boots are also required, the Corporation will reimburse employees up to an additional ~~\$175.00~~ \$200.00.

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

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

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 35	28	<i>New – Discrimination, Workplace Bullying and Harassment</i>	

**ARTICLE 28**

**DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT**

The Union proposes that the parties identify and address systems of discrimination, oppression and racism within the Employer's policies, practices, and procedures with the intent of developing ways to dismantle such systems of discrimination, oppression, and racism. This shall include a joint process to decolonize the language of ICBC policies and the collective agreement.

The Union further proposes that the parties discuss the Employer's process for investigating bullying and harassment complaints internally as these investigations routinely conclude that the alleged behaviour does not constitute bullying and harassment as defined by the Employer's policy.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 36	Appendix A & B	<i>Amend- Salary Group</i>	

The Union proposes that the parties agree to move salary group 3 and 4 into salary group 5.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 37	Appendix "B"	<i>Salary Group Restructure</i>	

**Additional Salary Groups**

The Union and Corporation will amend Appendix B to include additional salary groups when one of the following events occur:

- In the event the Corporation creates a new job classification that would exceed the limitation of the existing salary groups.
- In the event the Corporation amends an existing job that, through the job evaluation process as per Article 10, would result in a higher salary above salary group 13.
- In the event the Corporation deems a position requires a market adjustment for recruitment and retention.
- A decision from a third party that determines a job classification should be included in the bargaining unit and should be compensated above salary group 13.
- When mutually agreed by the parties.

Should the Parties be unable to agree on the amendments required by Appendix B, the dispute will be referred to an Arbitrator for an expedited arbitration.

Any employees who are affected by this agreement, will be made whole retroactive to the date that a-e above occurred.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 38	Appendix "B"	<i>General Wage Increase</i>	

The union proposes that the Corporation provide our members with a fair and reasonable general wage increase in each year of a renewed Collective Agreement.

The Corporation shall also provide a cost-of-living adjustment to the standard hourly rates in Appendix B of the Agreement for the life of the Agreement based on the Consumer Price Index (CPI) for Canada, published by Statistics Canada. All adjustments shall be incorporated into the standard hourly rates and shall be made quarter annually on the first pay period of the quarter following the announced change to the CPI. Any decreases in the CPI shall not reduce wage amounts and shall not decrease the amount of the general wage increases in any given year of the agreement.

**Re: Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Memorandum of Agreement (MOA) is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1: a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or  
b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase; shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the PublicSector Employers' Council Secretariat.
5. This will be effective during the term of the Collective Agreement.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 39	All LOU's	<i>Review All</i>	

The Union proposes that the parties discuss the various Letters of Understanding and agree to keep, amend or remove each one.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 40	LOU D-2		

The Union proposes to keep current LOU with updated Letter of Understanding.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 41	LOU 2	<i>FOUR-DAY WEEK – CLAIMS CONTACT CENTRE</i>	

The Union proposes to keep this Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 42	LOU 2	<i>Amend – Organization Title Changes</i>	

The Union proposes that the parties agree to update this Letter of Understanding with a review of department and division names.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 43	LOU 3	<i>Four-Day Week Centralized Estimating Facility</i>	

The Union proposes to keep this Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 44	LOU 4	<i>Amend - Corporation Sponsored Events</i>	

The Union proposes to keep this Letter of Understanding and incorporate into Article 20

## LETTER OF UNDERSTANDING

### RE: CORPORATION SPONSORED EVENTS

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

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

#### For the Union

D.B. McPherson

Date: June 23, 1998

#### For the Corporation

D.E. Thomas

Date: June 23, 1998

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 45	LOU 5	<i>Co-operative Education Students Information Services Department</i>	

The Union proposes to keep this Letter of Understanding

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 46	LOU 6	<i>Joint Return to Work Program</i>	

The Union proposes to keep this Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 47	LOU 8	<i>Amend- Return of Employees Who Were Formerly Members of the Bargaining Unit to Positions in the Bargaining Unit</i>	

The Union proposes to keep this Letter of Understanding and move into the body of the agreement at Article 10.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 48	LOU 11	<i>Regional Definitions</i>	

The Union proposes to keep this Letter of Understanding and move into the body of the agreement

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 49	LOU 12	<i>Acting Appointments – Claims Adjusting Hierarchy</i>	

The Union proposes to remove the Letter of Understanding.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 50	LOU 13	<i>Amend - Working From Home</i>	

The Union proposes to amend this 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.

(a) Approval to Work from Home

- (i) Subject to the terms of this LOU, an employee may, with the agreement of their manager, work from an employee's home residence. The Corporation will take the following factors into consideration when exercising their discretion to approve or deny an employee's request to work from home:
  - (1) whether the work from home arrangement would maintain or improve service or productivity;
  - (2) the nature of the position, the job duties, and the impact on colleagues and customers;
  - (3) the employee's suitability, taking into consideration performance and work style/independence;
  - (4) the availability of equipment and internet service as outlined in this LOU, specifically 3(c) Equipment and Expenses; and
  - (5) the manner and frequency of contact between manager and employee;

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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- (6) whether inclement weather has been forecasted; and/or
- (7) any other ad hoc situations deemed acceptable by the Corporation.
- (ii) ~~No employee~~ Employees shall be permitted to work from home more than six (6) days in a two week period for all scheduled hours of work and/or overtime performed.
- (iii) 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.
- (iv) Work from home arrangements may be cancelled at any time by either the employee or their manager by giving two (2) weeks' notice.
- (v) Notwithstanding (iv) above, should the Employer make significant changes to the work from home arrangements, it shall provide at least three (3) months' notice to the impacted employees and the Union. The parties will work together to minimize the impact on employee's lives, wherever possible, prior to implementation of those changes. Changes shall not be made in an unreasonable or arbitrary manner.

(b) Work Schedule

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

(c) Equipment and Expenses

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

(d) Safety

- (i) The Corporation will ensure that locations where employees work from home meet applicable safety standards.\_
- (ii) Where considered appropriate, the Corporation will provide training to employees working from home concerning safe work practices while working from home.\_
- (iii) Employees who work from home must continue to comply with their obligations under the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with any safety policies and procedures that may be instituted by

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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the Corporation to the extent that they are applicable to the working from home arrangement.

- (iv) An employee shall provide Employee Health & Wellness photographs or video of their home work location. Employees must implement the recommendations made by the Joint Safety Committee concerning a safe environment.
  - (v) The Joint Safety Committee shall have the right to inspect the employee's place of residence from time to time to ensure ongoing compliance with the requirements of *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with the Corporation's Occupational Health and Safety policies and procedures provided at least forty-eight (48) hours' notice is given.
- (e) General Administration
- (i) Employees working from home are responsible for providing a dedicated work space which is appropriate for working from home.\_
  - (ii) Employees working from home must manage dependent care and personal responsibilities separately from work, in a way that allows them to meet job requirements. Employees will not be expected to perform work from home while on sick leave. If working from home is being used to assist an employee's return to work from an illness or an injury, the provisions of this LOU may, or may not, apply.
  - (iii) In the event an employee working from home experiences technical disruption or power outage while performing work, such disruption will be reported to their immediate manager and the employee may be required to temporarily relocate to the nearest ICBC location to continue work, provided the employee can relocate to that location before the end of their scheduled shift. In any event, the employee will be paid for their full shift, including any applicable overtime.
  - (iv) Subject to the terms of this Letter of Understanding, while working from home, employees retain all rights and benefits of the Collective Agreement, including WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of working from home.\_
  - (v) Employees who work from home will be required to adhere to the Corporate Code of Ethics, Corporate Policy Guide, Information Systems Security Policies, Occupational Health and Safety Policies, Freedom of Information Protection and Privacy Act, and any other policies, procedures or directives as provided by management or as required by law.
  - (vi) The Corporation will provide the Union with names of all bargaining unit members who are working from home on a bi-annual basis.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(f) Inflexibility Premium

Job classifications that are unable to be performed from home and require that employees attend work in-person shall be paid an inflexibility premium equivalent to 5% of their gross bi-weekly salary.

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 51	LOU 14	<i>Material Damage Joint Committee</i>	

The Union proposes to keep this Letter of Understanding.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 52	LOU 17	<i>Welfare Benefits for Corporation Retirees</i>	

The Union proposes to keep the Letter of Understanding and incorporate the language of LOU 29.

The union proposes to increase the lifetime maximum for extended health benefits to a lifetime maximum of \$50,000.00 and that residence in British Columbia is not required to participate in the plan.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 53	LOU 18	Workloads-Claims Division	

*The Union proposes that the parties discuss workloads at the Corporation, with the following in mind:*

*It is agreed that excessive workload has an impact on the mental, physical, and psychological health of employees. It impacts the customer experience & impression of the work performed by employees. It also has an impact on the perception by the public on the value of the Corporation to the citizens of British Columbia.*

*Therefore, the Corporation will do a review of existing workload measurements for all claims, claims legal & injury services jobs and will determine reasonable workload standards that recognize the mental, physical, & psychological impacts on the staff. The Corporation will share those standards with the employees and the Union.*

*The Corporation will create a plan that will be implemented when workloads exceed standards. The Union recognizes that claims volume can rise suddenly. In such circumstances, the Corporation will implement a 'severe weather claims plan' which could result in claims higher than the standard. Should the volume remain above the standard for ninety (90) days, the employer will take all necessary actions to reduce the caseloads & relieve the mental, psychological & physical impacts that may result.*

**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:

(job titles to be updated)

(a) Legal services (Legal Secretary; Paralegal);

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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- (b) Adjusting services (Claims Adjuster; Claims Adjuster Commercial);
- (c) Claims Contact Centre (Customer Service Adjuster);
- (d) Injury services (Customer Claims Specialist; Claims Specialist, Senior Claims Specialist);
- (e) Administrative (Claims Document Support Assistant; Claims Support Assistant; Rehab Support Assistant);
- (f) Material Damage (Vehicle Settlement Representative; Estimator); and
- (g) Recovery Services (Rehab Benefits Administrator; Recovery Benefits Coordinator; Customer Recovery Specialist, Senior 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 the Corporation will cover up to one quarter (0.25) FTE of the cost; any additional hours incurred by this Committee member would be paid to ICBC as Union-paid leave.

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

## 2. **Committee Functions and Responsibilities**

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

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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### 3. **Process**

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

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

- 4. Workload Committees shall be provided with pertinent employee productivity information and/or any applicable volume standards. Where no such standards have been established for any particular job classification, the Committee may include in its recommendations to management that such standards be developed

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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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

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 54	LOU 19	<i>Extended hours of work locations</i>	

The Union proposes to keep this Letter of Understanding

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 55	LOU 22	Use of Plain Language	

The Union proposes to keep the Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 56	LOU 25	<i>Payout of Historical TO Day Banks (prior to Jan 1st 2009)</i>	

The Union proposes to keep this Letter of Understanding.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 57	LOU 26	Claims Workforce Transition	

The Union proposes to keep the Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 58	LOU 27	Four-Day Work Week Broker Enquiry Unit	

The Union proposes to keep the Letter of Understanding

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 59	LOU 28	Claims Division Provincial Scheduling for Certain Classifications	

The Union proposes to remove the Letter of Understanding.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 60	LOU 29	Retiree-Paid, Enhanced Post-retirement Benefits	

The Union proposes to keep this Letter of Understanding and discuss incorporating in LOU 17

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 61	LOU 30	24 x 7 Shifts for Technical support Specialists	

The Union Proposes to keep the Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 62	LOU 32	Changes to Claims Resulting from the Rate Affordability Action Plan (RAAP)	

The Union Proposes to keep the Letter of Understanding

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 63	LOU 33	Enhanced Care Model Transition	

The Union Proposes to keep the Letter of Understanding

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 64	LOU 34		

The Union proposes to add Letter of Understanding 34 signed on November 27, 2020 to Appendix E

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

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For the Employer

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## 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

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20

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For the Union

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For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 65	LOU	NEW-PAYMENT ARREARS RECOVERY	

LETTER NO. XX

**LETTER OF UNDERSTANDING**

**RE: PAYMENT ARREARS RECOVERY**

ICBC shall recover from employees amounts due to the Union and Union's Long Term Disability Plan Trust on behalf of these entities and this shall constitute an assignment of wages under the Employment Standards Act. The Employer shall provide at least 30 days' written notice to affected employees of: (1) the nature of the payment arrears; (2) the option to negotiate a mutually agreeable payment recovery plan; (3) failing that, the Employer will begin to deduct the amount due in the next pay cycle. Such payments will not exceed more than 10% of net pay in any pay period.

When negotiating a repayment plan the employee shall have the right to request the Union to represent them in such negotiations.

In cases where an employee leaves the corporation (resigns, is terminated, or is laid-off) the recovery of the amount in arrears can be 100% offset by the final pay and/or any subsequent payments that may be owed by the corporation to the employee after their employment ends. (e.g. severance, payout of time banks, vacation accrued, bonuses, etc).

Agreed to this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022, in the City of \_\_\_\_\_, British Columbia.

For the Employer:

For the Union:

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20

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For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 66	LOU	<i>NEW-DISABILITY MANAGEMENT STEWARDS AND PROGRAM</i>	

LETTER NO. XX

**LETTER OF UNDERSTANDING**

**RE: Disability Management Stewards**

The Union and the Corporation will work to implement a new Disability Management system that models the one used by the HEU and other public sector unions, includes paid Disability Management Stewards. The cost of implementing this new system, including training Disability Management Stewards and the ongoing support of the program, shall be borne by the employer.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 67	LOU	<i>NEW-DIVERSITY EQUITY INCLUSION TRAINING</i>	

LETTER NO. XX

**LETTER OF UNDERSTANDING**

**RE: DIVERSITY EQUITY INCLUSION TRAINING**

The Corporation will provide at least eight (8) hours of annual training to all employees on the importance of reconciliation with First Nations, Metis, and Inuit. In addition, ICBC, will provide at least eight (8) hours of annual training on topics of diversity, inclusion, and equity, including such topics as Black history in Canada.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 68	LOU	NEW-ENHANCED CARE TRANSITION COMMITTEE	

LETTER NO. XX

**LETTER OF UNDERSTANDING**

**RE: ENHANCED CARE TRANSITION COMMITTEE**

The Corporation and the Union will strike a joint committee to discuss and resolve concerns related to the implementation and changes within Enhanced Care.

The committee shall include at least eight (8) employees who are in jobs impacted by Enhanced Care, at least three (3) decision making managers within the departments, at least two (2) representatives of MoveUP and two (2) representatives from Employee Relations.

The cost of this committee shall be borne by the Corporation.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 69	LOU	<i>NEW-Office Relocations and Closures</i>	

LETTER NO. XX

**LETTER OF UNDERSTANDING**

**RE: Office Relocations and Closures**

The union proposes that the parties discuss the recently announced office closures with the objective of finding ways to mitigate negative impacts to our members.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 70	Index	<i>Housekeeping</i>	

The Union proposes that as a part of our editing of the renewed Collective Agreement we make various additions to the Index such as:

- "TO Days" currently on page 64
- Boot Allowance
- Clothing
- E.O.I. – see Acting Assignment
- Nine-day fortnight

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer

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