

**BETWEEN:**

**INSURANCE CORPORATION OF BRITISH COLUMBIA**

(the "Corporation")

**AND:**

**COPE378 dba MoveUP**

(the "Union")

**MEMORANDUM OF AGREEMENT**

**1. Previous Conditions**

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

**2. Term of Agreement**

The term of the new Collective Agreement shall be three (3) years, from July 1, 2022 to June 30, 2025, inclusive.

**3. Effective Dates**

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

**5. Appendix "A"**

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

**6. Appendix "B"**

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 Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice.

**7. Ratification**

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

Signed this 18<sup>th</sup> day of May, 2023.

**BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:**

**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

Joseph Walker  
M. Hards

~~Tom Hansen~~  
~~[Signature]~~

Henry  
A. Trayill

John Boy  
[Signature]

P. [Signature]  
[Signature]

[Signature]  
[Signature]

\_\_\_\_\_

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ICBC Proposal #8: Mileage

Date: OCT. 20, 2022 Time: 10:20 AM



The Corporation proposes to amend Article 20.05 as follows:

20.05 Use of Personal Vehicles

- (a) Employees who elect and who are permitted by the Corporation to use their personal vehicles in lieu of transportation supplied by the Corporation will be reimbursed in accordance with the reasonable per-kilometre allowance rates as set by the Government of Canada Revenue Agency, fifty-two (.52) cents on July 1, 2013 per kilometre at ratification, for all distances travelled on Corporation business.

Signed off this 8<sup>th</sup> day of NOVEMBER, 20 22

For MoveUP:

Jennifer Hansen

For the Corporation:

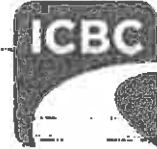
Jennifer Walsh

November 29, 2022

E&OE

**ICBC Proposal #7: Meal Expenses**

Date: Dec. 8, 2022 Time: 2:04 pm



Effective January 1, 2023, Amend Article 20.06 as follows:

**20.06 Expense Claims**

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

(a) Accommodation expenses.

(b) Meal allowances will be paid as follows: include actual expenses incurred for all meals and gratuities. Receipts will be required for individual meals above the following amounts:

Breakfast ~~-\$10.00~~ \$16.00

Lunch ~~-\$12.00~~ \$18.00

Dinner ~~-\$24.00~~ \$30.00

(c) Personal vehicle mileage expenses subject to 20.05 and other travel expenses which will include taxis and parking.

(d) Reasonable Corporation promotion expenses where incurred provided such claims are supported by receipts with comments relative to dates, persons, places, and reasons thereto.

(e) A \$10.00 per diem for reasonable miscellaneous incidental expenses (such as laundry, valet, telephone, etc.) will be paid to eligible employees, where incurred. Any one item in excess of ten (\$10.00) dollars will be supported by receipts.

For the Union:  
Trevor Hansen

Handwritten signature of Trevor Hansen in black ink.

Date: December 8, 2022

For the Corporation:  
Jennifer Walker

Handwritten signature of Jennifer Walker in black ink.

Date: December 8, 2022



(Canadian Office and Professional Employees Union, Local 378)

ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)

<b>Employer</b>			
<b>Number</b> 14	<b>Affected Article/MOU</b>	<b>Date:</b> April 13, 2023	<b>Time:</b> 6:20 pm
	LOU 28	Claims Division Provincial Scheduling for Certain Classifications	

The Parties agree to amend LOU #28 Re: Claims Division Provincial Scheduling for Certain Classifications as follows:

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

Whereas:

The Employer currently operates a recently completed the full implementation of its new claims system known as ("ClaimCenter");

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

With the introduction of ClaimCenter and electronic file handling, claims can now be assigned in a round-robin fashion as opposed to geographically, resulting in the ability to distribute work across the province through the online system;

This functionality means that the Employer can achieve efficiencies and more equitable distribution of work in the manner in which work is allocated because certain functions are less location-dependent; and,

The Parties agree that in order to take full advantage of the functionality and the efficiencies available under ClaimCenter, the Employer will be moving to a standardized 9-day fortnight and a provincially-based scheduling system for certain job classifications within its Claims division ("New Scheduling System").

The Parties have therefore agreed to the following changes to the hours of work and scheduling provisions governing the job classifications identified in this Letter of Understanding (the "LOU"):

E&OE  
Signed off this 13<sup>th</sup> day of April 2023

For the Union Jean Hauser For the Employer Christoph Weller

(a) Definition of Department

The Parties agree that for the purposes of this LOU, and except as noted herein, each of the classifications identified in Schedule A of this LOU shall constitute a separate respective province-wide "department".

(b) Hours of Work

The Parties agree that the hours of work for each of the departments covered by this LOU shall be as follows:

- (i) Hours of Operation: Shall remain the same as they currently exist in the Collective Agreement and shall continue to apply to each of the departments covered by this LOU. Work may be scheduled to provide coverage for these hours of operation.
- (ii) Work Day – seven (7) hours and fifty (50) minutes broken by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day.
- (iii) Work period – nine (9) days of work with one (1) day off every two (2) weeks.

- (1) For existing employees of each of the Schedule A departments as of the Effective Date of this agreement, employees will work Tuesday to Thursday each week. The Corporation will determine the number of employees that will have either Monday or Friday off.

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

- (2) Notwithstanding the above in sub-paragraph (b)(iii)(1), an employee may volunteer to have Tuesday, Wednesday, or Thursday off. The employee will make this intention known to the manager prior to the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.

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

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

For the Union

For the Employer



- (4) All employees will be advised of their day off prior to the vacation bid process commencing.
- (5) Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies to those employees moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.
- (6) Employees who join each of the Schedule A departments after the Effective Date of this LOU, whether by external hire, internal job posting, or any other mechanism, will follow the work period schedule set out above.
- (7) Work scheduling and assignment – ~~except for CCIC, Article 12.01(a) will apply to the classifications identified in Schedule A. that are located at CCIC.~~

#### Vacation Scheduling

**Except for CCIC, The Parties have agreed that** vacation scheduling for employees in the classifications identified in Schedule A shall be in accordance with Article 15.12 but shall be scheduled on a province-wide department basis per Schedule A for each such department. **CCIC vacation scheduling will continue to be for CCIC only.**

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

**Effective on the date of ratification, Claims job classifications for whom vacation is currently scheduled separately on a location by location basis will not be moved to provincially scheduled vacation unless mutually agreed to by the parties.**

#### (d) General

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

**This LOU applies to Estimators who are assigned the job function of "Express Estimating."**  
**All other Estimators shall be scheduled as per Article 12. Prior to the annual vacation**

E&OE

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

For the Union

For the Employer

bid, the Corporation will confirm which Estimators are assigned to the job function of "Express Estimating" ;

All other provisions of the Collective Agreement, except as are modified by this LOU, shall continue to apply to the Schedule A departments identified herein.

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

**For the Union**

**For the Corporation**

K. Smyth

B. Hale

Date: February 16, 2015

Date: February 16, 2015

Revised: May 28, 2020, **April 13, 2023**

### **Schedule A**

All employees across the province who hold the following classifications shall constitute a separate respective province-wide department for the purposes of this Letter of Understanding.

- (a) Claims Adjuster;
- (b) Customer Claims Specialist, excluding those in Out-of-Province Claims;
- (c) Claims Adjuster Commercial; and
- (d) Customer Recovery Specialist;
- (e) **Estimators who are assigned the job function of "Express Estimating" (excluding Estimators who are assigned for site-specific estimating at Claims Branch Offices, Claims Resident Offices, and Salvage Operations who will be scheduled as per Article 12.01(b)). Prior to the annual vacation bid, the Corporation will confirm which Estimators are assigned to the job function of "Express Estimating" ;**
- (f) **Support and Recovery Specialists**
- (g) **Senior Support and Recovery Specialists; and**
- (h) **Administration Coordinators**

E&OE

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

For the Union

For the Employer

For the Union:  
Trevor Hansen

*Trevor Hansen*

Date:  
APRIL 13, 2023

For the Corporation:  
Jennifer Walker

*Jennifer Walker*

Date: April 13, 2023

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

For the Union

For the Employer

ICBC Proposal #15: LOU - Vacation Scheduling

Date: April 13, 2023 Time: 6:17pm



LETTER NO. XX

**LETTER OF UNDERSTANDING**

**WHEREAS:**

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

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

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

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

1. Therefore, the parties have agreed to the following process to govern vacation scheduling for each calendar year for certain positions.
  - A. Schedules A and B to this Agreement identify the positions for which this Agreement applies (the "Impacted Positions").
  - B. No additional other job classifications will have vacation scheduled in accordance with this LOU without the mutual consent agreement of the parties, such agreement will not be unreasonably withheld.
  - C. No less than 10 (ten) percent of employees in each job classification shall be permitted to schedule vacation on any given day. Should the minimum daily vacation allotment not be operationally possible, the parties will meet to discuss an alternate minimum daily vacation allotment.
  - D. Employees on an acting assignment during a portion of the Vacation Calendar year will be given the choice to bid on vacation in either their acting position or their

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

- E. Employees on Long Term Disability (LTD) leave during the vacation scheduling process who do not have an established return to work date will, upon their return to work, be entitled to select vacation based on whatever periods would have been available to them had they participated in the vacation selection process.
- F. The Employer will provide the allocated vacation results to the Union upon request after each Round Deadline. ~~The Union agrees to not proactively share these results with their members.~~
- G. ~~The Employer will create and utilize a heat map tool to display employee selections during the vacation selection process to help provide transparency to employees about the vacation that other employees are selecting. The Employer will update this tool on at least a twice daily basis and share this tool with the Union twice daily throughout the vacation selection process.~~
- H. ~~The Employer agrees to apply the Union's Vacation Scheduling Proposal provided to the Employer on March 21, 2017 (as amended and as may be amended by mutual agreement) for certain employees as outlined in Schedule A. The call out practice is outlined in Schedule B.~~
- I. The Employer agrees to assign one job steward to act **as a point of contact for employees who have questions or concerns about** in an observer's capacity to the call outs conducted by the Employer. **The Employer will provide the assigned job steward with reasonable leave with pay to respond to these concerns.** The assigned job steward must be mutually agreed to by the parties.
- J. ~~The parties agree to meet before March 31, 2023 in advance of the 2024 vacation schedule process to discuss how to proceed with the 2024 vacation selection process and a potential extension of this signed Letter of Understanding. In the event that no agreement is reached to amend or continue the vacation selection process outlined in this Letter of Understanding, the parties will revert to the process outlined in the Collective Agreement.~~
- K. Any dispute(s) arising from the execution of this agreement shall be subject to the grievance procedure as outlined in Article 3 of the Collective Agreement.
- L. The parties agree that this Agreement is entered into on a without prejudice and precedent basis and will have no future application beyond this agreement.

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

- A. The Employer will create and utilize a heat map tool to display employee selections during the vacation selection process to help provide transparency to employees about the vacation that other employees are selecting. The Employer will update this tool daily throughout the vacation selection process.
- B. In order to increase and improve visibility in the vacation bidding process, the Employer will provide employees with access to a video tutorial on how to effectively utilize the SharePoint vacation scheduling tools including information on how to use the heat map to better understand vacation availability during each bidding round.

### Selection Process

- C. Vacation selection bid forms, seniority lists, and a calendar indicating the number of available vacation dates throughout the vacation scheduling period ("Vacation Calendar") will be made available to employees ~~in Impacted Positions no later than October 1~~ **no later than the fourth business day of October in each calendar year ("Vacation Bid Commencement Date")**.
- D. Employees ~~in Impacted Positions~~ will receive adequate information & communication on the process and the related procedures during work hours to prepare them for the new vacation selection process.
- E. A vacation selection preference consists of a request made by an employee for vacation during a single uninterrupted block of time (a "Selection"). During Rounds 1 and 2 all Selections must be submitted in full calendar weeks, from Sunday to Saturday. During Rounds 3 and 4 Selections may be of any duration.
- F. The Submission Deadline of November 20 will be eliminated and replaced by four separate submission deadlines to accord with four separate and successive rounds of Selection as follows (the "Round Deadlines"):
  - i. Round 1 (first Selection) – Two full weeks after the selection bid form is made available (as defined in Selection Process #6 2 C above);
  - ii. Round 2 (second Selection) – Two full weeks after the Round 1 deadline date;
  - iii. Round 3 (third Selection)- Two full weeks after the Round 2 deadline date; and
  - iv. Round 4 (fourth and successive Selections) – One full week after the Round 3 deadline date.
- G. In each Round, employees will be entitled to submit any number of Selections ranked from highest to lowest. Each employee will receive their highest ranked Selection that is available to them in each round based on seniority and the Vacation Calendar.
- H. ~~An updated Vacation Calendar reflecting the most current vacation balances will be made available prior to the commencement of each Round of Selection. Upon~~

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

- I. Only Selections submitted using the vacation bid form and received in accordance with the Round Deadlines outlined above will be considered in each Round. If an employee is absent from work, they will be able to submit their requests by proxy via their manager or manager's designate.
- J. The final vacation schedule will be posted promptly upon completion of the vacation selection process, no later than the third Wednesday of December.
- K. Vacation selections made after the vacation selection process outlined in this LOU will be subject to Article 15.12 Vacation Scheduling as applicable.

### **Call-Backs**

- L. After each of Round 1 and 2, the Employer will make call-backs to employees who submit a *bona fide* vacation bid during the Round but do not secure a Selection. A *bona fide* vacation bid is one where the employee:
  - i. makes Selections that are available on the Vacation Calendar at the start of the round;
  - ii. submits at least 5 total Selections; and
  - iii. submits at least 1 Selection that is outside of July, August and the last two weeks of December.
- M. All employee call-backs will take place during designated call-back days between the hours of 8am and 6pm from Monday to Friday (the "Call-Back Window"). While the Employer will endeavour to call employees on their work number during working time, employees must be available to receive calls at any time during the Call-Back Window and must provide a non-work telephone number that they or a designate can be reached at during the Call-Back Window. The Employer will leave a voice message for and send an email to any employees who miss a call-back call. Employees who miss a call-back call will have 30 minutes from the time of the missed call within which to contact Workforce to make their Selection. If an employee calls Workforce back after the 30-minute period they will be slotted into the call-back vacation selection process next in seniority at the time they call in at.

### **Other Administration**

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

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

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

- A. All job classifications listed in Schedule B shall be subject to the Direct Call Vacation Scheduling process. This process is an agreed upon vacation scheduling system, one whereby each employee will receive a phone call from Workforce or the department manager at a specific pre-scheduled time for them to choose their vacation bid.
- B. All employees must provide their contact information via the Annual Vacation Contact form on the Workforce Services SharePoint site no later than September 20<sup>th</sup>. If no contact information is provided, the employer will attempt to connect with the employee using their SAP/ESS contact information.
- C. The Direct Call Vacation Scheduling will take place between the fourth business day of October until December 20. Should additional time be required to complete this vacation bid system, Workforce will advise employees and will make all reasonable efforts to complete the process by the end of the calendar year.
- D. All employees will be provided with a specific date and time (a 15-minute window) in which they can expect to be called to bid their vacation.
- E. All employees will have the opportunity to provide a proxy name and contact information on their Annual Vacation Contact Form, should employees be off on leave during their scheduled vacation bid time.
- F. If an employee is in a position whereby they are Support and Recovery Specialist is assigned to a phone queue, they will be taken off the phone queue in advance of their allotted time slot.
- G. The hours of scheduled calls outs will be from 8:00am to 6:00pm, Monday- Friday. To facilitate this, calls outs may not be guaranteed to occur during an employee's scheduled hours of work.
- H. All employees will receive an email confirmation of their vacation bid. The vacation calendar will be updated after each bid so that employees are prepared for their call.
- I. All employees will be asked if they plan to bid in the subsequent round of vacation bidding. If an employee intends to participate in the subsequent Round, they will be advised by email of their date and time for their next bid.



CALL MISSED AND THE EMPLOYEE DOES NOT RETURN CALL:

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

CALL MISSED AND THE EMPLOYEE RETURNS THE CALL:

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

Schedule A

List of Impacted Positions:

Administration Coordinator  
Call Centre Coordinator  
Claims Contact Representative  
Customer Service Adjuster (FNOL/CCC)  
Supervisor Telephone Claims  
AP and Driver Services Representative  
Broker Enquiry Representative  
Broker Enquiry Representative II  
Customer Contact Representative I  
Customer Contact Representative II  
Customer Contact Representative III  
Supervisor Broker Enquiry Unit  
Supervisor Customer Contact  
Customer Contact Representative I DL  
Customer Contact Representative II DL  
Customer Contact Representative III DL  
Supervisor Customer Contact DL

Schedule B

List of Impacted Positions:

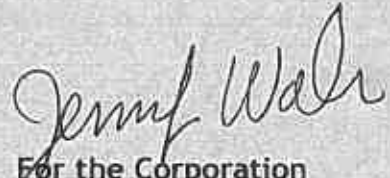
Claims Adjusters  
Administration Coordinator  
Claims Adjuster Commercial  
Estimator (Express)  
Customer Claims Specialist

Support and Recovery Specialist  
Senior Support and Recovery Specialist



For the Union  
Trevor Hansen

Date: APRIL 13, 2023.



For the Corporation  
Jennifer Walker

Date: April 13, 2023

ICBC Proposal #16: Working from Home

Date: March 30, 2023 Time: 2:20



The Corporation proposes to introduce the following changes the following Letter of Understanding:

LETTER NO. 13

LETTER OF UNDERSTANDING

RE: WORKING FROM HOME  
(REPLACES EXISTING LETTER OF UNDERSTANDING #13 – TELECOMMUTING)

For the purposes of this Letter of Understanding, "working from home" is defined as performing work from an employee's residence or other suitable location in British Columbia pre-approved in advance by the employee's manager.

The Collective Agreement applies in all respects except as specifically amended by this letter.

The Parties agree that authority for working from alternate locations by mutual agreement is granted by virtue of Article 20.01.

(a) Approval to Work from Home

(i) Subject to the terms of this LOU, an employee may, with the agreement of their manager, work from an employee's home residence. The Corporation will take the following factors into consideration when exercising their discretion to approve or deny an employee's request to work from home:

- (1) whether the work from home arrangement would maintain or improve service or productivity;
- (2) the nature of the position, the job duties, and the impact on colleagues and customers;
- (3) the employee's suitability, taking into consideration performance and work style/independence;

E&OE

- (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;  
and
  - (6) any other factors deemed relevant by the Corporation.
- (ii) No employee Employees shall not work from home more than twelve (12) ~~six (6)~~ days in a ~~two~~-four-week period.
  - (iii) Notwithstanding (a) (ii) above, there may be circumstances where the Corporation will approve an employee to work from home for more than 12 days in a four week period. ICBC will be pursuing a pilot project for 100% work from home for select Contact Centre job classifications. Following the conclusion of this pilot, work from home arrangements in excess of 12 days in a four week period may be approved. In such cases, approval will be required by the employee's manager, the Vice-President of the Division and the Chief People Officer.
  - (iv) Working from home is voluntary. Each working from home arrangement will be confirmed in a letter which lays out the details of the arrangement. The letter will contain a start and end date. A copy of the letter will be sent to the Union in each instance.
  - (v) Work from home arrangements may be cancelled at any time by either the employee or their manager by giving as much notice as reasonably possible (a minimum of two (2) weeks' notice).

(b) Work Schedule

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

(c) Equipment and Expenses

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

(d) Safety

- (i) The Corporation will ensure that locations where employees work from home meet applicable safety standards.
  - (ii) Where considered appropriate, the Corporation will provide training to employees working from home concerning safe work practices while working from home.
  - (iii) Employees who work from home must continue to comply with their obligations under the Workers Compensation Act, the Occupational Health and Safety Regulation, and with any safety policies and procedures that may be instituted by the Corporation to the extent that they are applicable to the working from home arrangement.
  - (iv) An employee shall provide Employee Health & Wellness photographs or video of their home work location. Employees must implement the recommendations made by the Joint Safety Committee concerning a safe environment.
  - (v) The Joint Safety Committee shall have the right to inspect the employee's place of residence from time to time to ensure ongoing compliance with the requirements of Workers Compensation Act, the Occupational Health and Safety Regulation, and with the Corporation's Occupational Health and Safety policies and procedures provided at least forty-eight (48) hours' notice is given.
- (e) **General Administration**
- (i) Employees working from home are responsible for providing a dedicated work space which is appropriate for working from home.
  - (ii) Employees working from home must manage dependent care and personal responsibilities separately from work, in a way that allows them to meet job requirements. Employees will not be expected to perform work from home while on sick leave. If working from home is being used to assist an employee's return to work from an illness or an injury, the provisions of this LOU may, or may not, apply.
  - (iii) In the event an employee working from home experiences technical disruption or power outage while performing work, such disruption will be reported to their immediate manager and the employee may be required to temporarily relocate to the nearest ICBC location to continue work, provided the employee can relocate to that location before the end of their scheduled shift. In any event, the employee will be paid for their full shift, including any applicable overtime.
  - (iv) Subject to the terms of this Letter of Understanding, while working from home, employees retain all rights and benefits of the Collective Agreement, including

WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of working from home.

- (v) Employees who work from home will be required to adhere to the Corporate Code of Ethics, Corporate Policy Guide, Information Systems Security Policies, Occupational Health and Safety Policies, Freedom of Information Protection and Privacy Act, and any other policies, procedures or directives as provided by management or as required by law.
- (vi) The Corporation will provide the Union with names of all bargaining unit members who are working from home on a bi-annual basis.

For the Union For the Corporation

J. Zygmunt B. Hale

Date: November 2, 2012 Date: November 2, 2012 Revised: May 25, 2020

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For the Union

Trevor Hansen

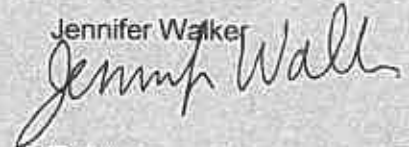


Date:

March 30, 2023

For the Employer

Jennifer Walker



Date:

March 30, 2023

E&OE

ICBC Counter-Proposal to MoveUP Proposal #2  
1.04 - Amend - Union Security



Date: \_\_\_\_\_, 2022 Time: \_\_\_\_\_

The Corporation proposes the following counter proposal to MoveUP's Proposal #2:

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

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

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

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

Signed off this 27<sup>th</sup> day of MARCH 2023

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> October 20, 2022	<b>Time:</b> 10:03
UP 3	2.03	<i>Amend – Union Recognition - Counter</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 or ~~designated 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

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 20 22

For the Union  
Jean Hase

For the Employer  
Jenny Walker



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.

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

For the Union



For the Employer



ICBC Counter-Proposal to MoveUP Proposal #5  
2.0 – Union Recognition

Date: OCT. 26 2022 Time: 10:00 Am



The Corporation proposes the followign counter proposal to MoveUp's Proposal #5:

2.14 Right to have Job Steward Present

An employee shall have the right to have a Job Steward present at any discussion with management personnel which the employee believes might be the basis of disciplinary action. The parties agree to cooperate in conducting these meetings in a manner that does not cause an undue delay of proceedings. Where practicable, the manager shall provide at least twenty-four (24) hours notice of such a meeting. Where 24 hours notice is provided, the employee may request an earlier meeting at their discretion.

[REMAINDER OF ARTICLE TO CONTINUE UNCHANGED FROM PRESENT]

Signed off this 8<sup>th</sup> day of NOVEMBER 20 22

For MoveUP:

[Signature]

For the Corporation:

[Signature]



(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>September 27, 2022</b>	<b>Time:</b> <b>11:20 am</b>
UP 6	3.06	Amend	

**ARTICLE 3**

**GRIEVANCE PROCEDURE**

**3.06 General Grievance Procedure**

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

**(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

ES/OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

For the Union

For the Employer

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.

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 20 22

For the Union



For the Employer



ICBC Counter-Proposal to MoveUP Proposal #8  
Article 7 – Job Postings and Competitions



Date: MAR. 28, 2023 Time: 10:29 AM

ARTICLE 7

JOB POSTINGS AND COMPETITIONS

7.01 Job Postings

- (d) The job posting shall contain all relevant job information including job title, work location, required knowledge, skills and abilities, or equivalent, salary range, special conditions, status (full-time or part-time, etc.), and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.

With respect to mass postings, the Corporation will include the anticipated number of positions needed at the time of posting.

...

- (g) A list of the names and seniority dates of the successful applicant(s) will be posted on the intranet. The Union will be advised of the names of all applicants, and the name and seniority of the successful applicant(s). For mass postings, the information provided to the Union will include the originating position of the successful applicants.

[REMAINDER OF ARTICLE UNCHANGED BY THIS PROPOSAL]

Signed off this 29<sup>th</sup> day of MARCH 2023

For MoveUP:  
[Signature]

For the Corporation:  
[Signature]

ICBC Counter-Proposal to MoveUP Proposal #9  
7.01 – Amend – Job Postings and  
Competitions



Date: Nov 9 2022 Time: 2:39 pm

The Corporation proposes the following counter proposal to MoveUP's Proposal #9:

**ARTICLE 7**

**JOB POSTINGS AND COMPETITIONS**

**7.01 Job Postings**

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

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

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

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

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

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

Signed off this 9<sup>th</sup> day of NOVEMBER 2022

For the Union

Jens Hans

For the Employer

Jens Hans



**ICBC Counter Proposal to MoveUP Proposal #11  
11.16 Notification and Limitation of Acting  
Appointments**

Date March 29 2023 Time: 1:45pm



The Corporation proposes the following counter proposal to MoveUP's Proposal #11:

**ARTICLE 11**

**SALARY ADMINISTRATION**

**11.16 Notification and Limitation of Acting Appointments**

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

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

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

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

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

**For the Union:**

Trevor Hansen

Date: TBA

March 29, 2023

**For the Corporation:**

Jennifer Walker

Date: TBA

**ICBC Counter proposal to MoveUP Proposal #14  
Hours of Work - Four-Day Work Week**



Date: March 29 2023 Time: 1:51

The Corporation proposes the following LOU re. Four Day Week:

Full-time regular employees who hold the classifications listed in Schedule "A" below and scheduled to work the four-day week will be governed by the following terms and conditions:

**Hours of Work**

Hours of Operation: 7:00 a.m. – 6:00 p.m., Monday to Friday.

Work Day: Eight (8) hours and fifty (50) minutes, to be scheduled within hours of operation.

Work Week: Four (4) days per week, Monday to Friday.

**Time off Provisions**

Employees working the four-day work week will neither earn TO days nor schedule TO days already earned. At the employee's option, any existing TO day entitlement will be either paid out, or frozen for the period of time during which they are working the four-day work week.

**Vacation Entitlement**

Employees working the four-day work week will earn vacation in accordance with the following:

- (a) Twelve (12) days in each calendar year in which the employee's first (1<sup>st</sup>) to seventh (7<sup>th</sup>) anniversary date occurs.
- (b) Sixteen (16) days in each calendar year in which the employee's eighth (8<sup>th</sup>) to sixteenth (16<sup>th</sup>) anniversary date occurs.
- (c) Twenty (20) days in each calendar year in which the employee's seventeenth (17<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) anniversary date occurs.
- (d) Twenty-four (24) days in each calendar year in which the employee's twenty-fifth (25<sup>th</sup>) to twenty-ninth (29<sup>th</sup>) anniversary date occurs.
- (e) Twenty-eight (28) days in each calendar year in which the employee's thirtieth (30<sup>th</sup>) anniversary date occurs, and in each calendar year thereafter.

**Paid Holidays**

Paid holidays will be in accordance with Article 16.

**Lunch Periods**

Employees working the four-day work week may select either one (1) unpaid sixty (60) minute lunch period or two (2) thirty (30) minute unpaid lunch periods. These options may be varied by mutual agreement between the employee and the manager, but will be subject to operational requirements.

**Work Scheduling**

Work Scheduling will be in accordance with Article 12.10.

**Operational Requirements**

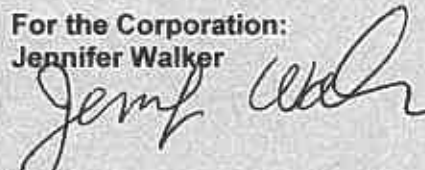
Should operational requirements change such that the four-day week is no longer viable from a business perspective, upon providing reasonable notice to the Union, the Corporation may discontinue the four-day week shift.

**For the Union:**  
Trevor Hansen



Date: *March 29, 2023*

**For the Corporation:**  
Jennifer Walker



Date: *March 29, 2023*

**Schedule A**

- (a) 70 - Fair Practice Advisors
- (b) 660 - Senior Forms Analyst
- (c) 282327 - UX Designer
- (d) 441 - Senior Facilities Planner
- (e) 227028 - Facilities Project Planner
- (f) 234652 - CAFM System Analyst
- (g) 297820 - Environmental Program Specialist

**ICBC Counter proposal to MoveUP Proposal #14  
Hours of Work - Four-Day Work Week**



Date: March 29, 2023 Time: 1:57  
3/29/2023

The Corporation proposes to introduce the following Letter of Understanding:

**12.03 Extended Shifts**

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

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

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

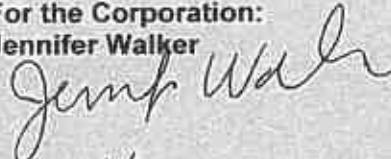
For the Union:  
Trevor Hansen



Date:

March 29, 2023

For the Corporation:  
Jennifer Walker



Date:

March 29, 2023

**ICBC Counter Proposal to MoveUP Proposal #20  
– Paid Holidays**



Date: Feb 27, 2023 Time: 2:30pm

**ARTICLE 16**

**PAID HOLIDAYS**

**16.01 Paid Holidays**

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

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

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

**16.02 Date of Observance**

(a) Should the provincial or Federal Government(s) proclaim a day in lieu of any of the holidays listed in 16.01(a), the day proclaimed shall become the holiday for the purpose of interpreting this Article.

(b) When a paid holiday falls on a Saturday and/or a Sunday, and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on a working day immediately preceding or immediately following the paid holiday, to be chosen by the Corporation.

**16.03 Holiday Pay**

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

An employee who is on sick leave either the day immediately before or the day immediately

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

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

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

**16.05 Notice for Work on Paid Holiday**

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

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

A full-time temporary employee will be paid ~~10.8%~~ ~~11.4%~~ 11.2% of their gross earnings with each pay period in lieu of annual vacation and general holiday leave.

**16.07 Holiday Pay during Acting Appointment**

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

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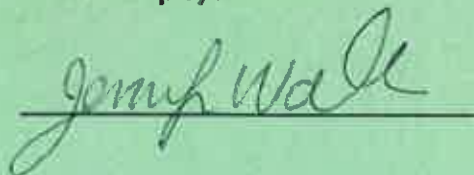
E&OE

Signed off this 27 day of February 2023

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> April 12, 2023	<b>Time:</b> 3:50pm
UP 23	17.11	Amend - Paid Sick Leave	

**ARTICLE 17**

**PAID SICK LEAVE**

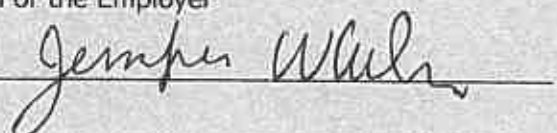
**17.11 Medical/Dental Appointments**

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.

Once per calendar year, full-time regular employees and full-time temporary employees who have completed their benefit waiting period and are scheduled on a Nine-Day Fortnight or four-day work week may, subject to operational requirements, reschedule their scheduled day off to another day within the same week to attend the medical or dental appointment of a dependent family member living under the same roof as the employee, when they are unable to schedule the appointment outside of the employee's working hours.

E&OE  
Signed off this 12<sup>th</sup> day of APRIL 2023

For the Union  


For the Employer  




**ICBC Counter-Proposal to MoveUP Proposal #27  
19.01 – Amend – Leave of Absence**



Date: May 18, 2023 Time: 9:30am

The Corporation proposes the following counter proposal to MoveUP's Proposal #27:

**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**, 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.

Signed off this 18<sup>th</sup> day of May 2023

For the Union

*Jean Hansen*

For the Employer

*Jeff Wald*

ICBC Counter Proposal to MoveUP Proposal  
#28 – 19.04 Exam Leave



Date: MAR 27, 2023 Time: 2:14PM

The Corporation proposes the following counter proposal to MoveUP's Proposal #28:

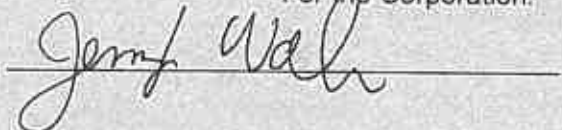
A regular employee who writes a final course or year-end examination during or immediately following a regularly scheduled work shift will be entitled ~~to reasonable time off to write the examination. In addition, such an employee will be entitled~~ to leave of up to four (4) working hours without loss of pay ~~in order to either~~ prepare for the examination ~~or write the examination~~. An employee who completes the writing of an examination not less than three (3) hours prior to the end of her/his shift will be expected to return.

Signed off this 27<sup>th</sup> day of March 20 23

For MoveUP:



For the Corporation:



ICBC Counter-Proposal to MoveUP Proposal #30

Date: March 29, 2023 Time: 1:46



The Corporation proposes the following counter proposal to MoveUP's Proposal #30 dated February 7, 2023:

ARTICLE 19

Leave of Absence

19.XX Voluntary Emergency and Rescue Worker Leave

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

Signed off this 29<sup>th</sup> day of March 20 23

For the Union

*Ken Hansen*

For the Employer

*James Walsh*

**ICBC Counter-Proposal to MoveUP Proposal #33  
Article 22 – Health & Safety**

Date March 30, 2023 Time: 3:20



The Corporation proposes the following counter proposal to MoveUP's Proposal #33:

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

- (a) There shall be a Joint Occupational Health, Safety and Environmental Committee (OHS&E Committee) composed of at least four (4) members.
  - (i) The committee must consist of both Worker and Corporation Representatives. At least half of the members must be Worker Representatives appointed by the Union.
  - (ii) The OHS&E Committee must have two (2) co-chairs, one (1) selected by the Union appointed Representatives and one (1) by the Corporation appointed Representatives.
- (d) The OHS&E Committee shall meet monthly, and may hold special meetings, as required.
- (e) While the OHS&E Committee will have the same duties and functions as the Joint Worksite Occupational Health and Safety Committees it will focus on occupational health and safety issues that have broad reaching implications to employees in multiple locations and positions.
- (f) Worker Representatives shall be on leave of absence without loss of pay for time spent on this committee.

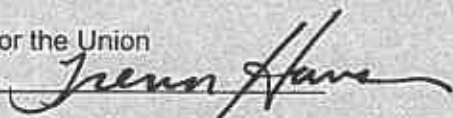
**22.06 Joint Worksite Occupational Health and Safety Committees (OH&S Committee)**

- (a) Pursuant to the Workers Compensation Act, there shall be established at each worksite, where there are twenty (20) or more employees, a Joint Worksite Occupational Health and Safety Committee (OH&S Committee) composed of at least four (4) members.
  - (i) The committee must consist of both Worker and Employer Representatives.

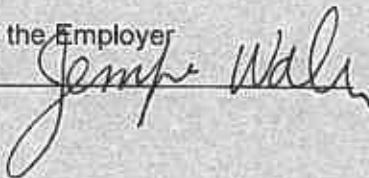
- (ii) At least half of the members must be Worker Representatives appointed by the Union.
- (iii) A worksite with fewer than twenty (20) employees must have a designated Worker Health and Safety Representative who will bring up safety issues as a permanent agenda item at staff meetings.
- (b) OH&S Committees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

Signed off this 30<sup>th</sup> day of March 2023

For the Union



For the Employer



ICBC Counter Proposal to MoveUP Proposal #35



Date: MARCH 28 2023 Time: 11:59 Am

The Corporation proposes the following amendment to Article 28:

28.03

(a) Employer Responsibilities:

In accordance with ~~Section 115(1)(a) & 115(2)(e)~~ of the Workers Compensation Act the Corporation has a duty to ensure the health and safety of employees, and as a result, must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment. Accordingly, the Corporation must:

...(remainder of 28.03 (a) unchanged)

(b) Employee Responsibilities:

In accordance with ~~Section 116(1)(a)~~ of the Workers Compensation Act employees have a duty to take reasonable care to protect the health and safety of of themselves and other persons. As a result, employees must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment by:

... remainder of Article 28 unchanged with the exception of the following:

28.05 Complaint Process

(b) Formal Complaint Resolution Process

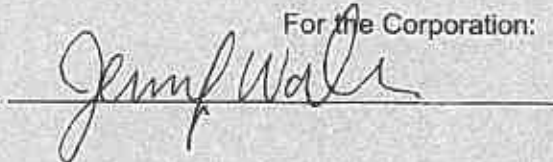
All formal complaints will be investigated by Employee Relations or an external party, as deemed appropriate by the Manager, Employee Relations. **Members of the bargaining unit who are involved in a formal complaint shall be advised of their right to Union representation throughout the complaint process.**

Signed off this 28<sup>th</sup> day of MARCH. 20 23

For MoveUP:



For the Corporation:



**ICBC Counter Proposal to MoveUP Proposal #35**



Date: NOV 8, 2022 Time: 2:42 PM

The Corporation proposes to add a land acknowledgement to the opening page of the Collective Agreement to acknowledge the land upon which the negotiations of this collective agreement have taken place and to state a joint commitment towards reconciliation:

ICBC and MoveUP respectfully acknowledge that the negotiations of this Collective Agreement have taken place on the unceded traditional ancestral territories of the x<sup>w</sup>məθk<sup>w</sup>əyem (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), səłiwətaʔ (Tseil-Waututh) and qiqéyt (Qayqayt) First Nations. ICBC and MoveUP commit to enlightening ourselves and one another about the history and ongoing impacts of colonization and affirm our commitment to action toward reconciliation and decolonization in our workplace and communities.

Signed off this 27<sup>th</sup> day of MARCH 20 23

For MoveUP  
*Jean Hause*

For the Corporation:  
*Jerry Walker*



(Canadian Office and Professional Employees Union, Local 378)

ICBC  
PROPOSALS 2022  
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 40	LOU D-2	September 27, 2022	11:20 am

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

E&OE  
Signed off this 9<sup>th</sup> day of November 2022

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> September 27, 2022	<b>Time:</b> 11:20 am
UP 41	LOU 1	<i>FOUR-DAY WEEK - CLAIMS CONTACT CENTRE</i>	

The Union proposes to keep this Letter of Understanding

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

For the Union

*Jerry Hance*

For the Employer

*Jim Walsh*



(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>
		<b>September 27, 2022</b>	<b>11:20 am</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 20<sup>th</sup> day of OCTOBER 2022

For the Union *Jesse Hans*

For the Employer *Genie Walker*



(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>
		<b>September 27, 2022</b>	<b>11:20 am</b>
UP 46	LOU 6	<i>Joint Return to Work Program</i>	

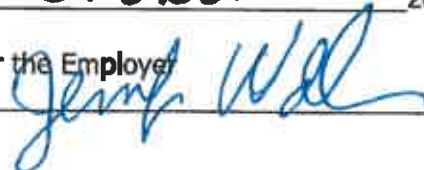
The Union proposes to keep this Letter of Understanding

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

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>
		<b>September 27, 2022</b>	<b>11:20 am</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 20<sup>th</sup> day of OCTOBER 2022

For the Union  
*Jim Hama*

For the Employer  
*Janet Walker*



(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>
		<b>September 27, 2022</b>	<b>11:20 am</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 20<sup>th</sup> day of OCTOBER 20 22

For the Union

For the Employer

ICBC Counter-Proposal to MoveUP Proposal #53  
re LOU 18 – Workloads - Claims Division and  
MoveUP Proposal #68 Enhanced Care Transition  
Committee



Date: April 12, 2023 Time: 3:45pm

The Corporation proposes the following counter proposal to MoveUP's Proposal #53:

**RE: WORKLOADS – CLAIMS  
DIVISION**

The Corporation agrees to establish the following provisions as a means of addressing workload concerns in the Claims division.

1. Upon request, the Corporation shall meet with the Union through the joint consultation process to discuss workload concerns which have not been addressed through the Committee process set out below. The Employer will ensure that a manager with responsibility for workload/staffing models in the affected area(s) is present at these meetings. The Corporation will provide the Union with information related to workload standards and staffing models for the areas in question. Upon request by the Union, the parties will discuss appropriate means to share this information with affected employees.

2. **Workload Committees**

A Workload Committee shall be established for each of the following groups of job functions and each Workload Committee shall be comprised of three (3) management representatives (not including the Operations Manager), and three (3) employees from within the relevant job function group who are elected or appointed through the Union:

- (a) Legal services (Legal Secretary; Paralegal);
- (b) Adjusting services (Claims Adjuster; Claims Adjuster Commercial);
- (c) Claims Contact Centre (Customer Service Adjuster);
- (d) Injury services (Customer Claims Specialist; Claims Specialist, Senior Claims Specialist);
- (e) Administrative (Claims Document Support Assistant; Claims Support Assistant; Rehab Support Assistant);

- (f) Material Damage (Vehicle Settlement Representative, Estimator); and
- (g) Recovery Services (Support and Recovery Specialist, Senior Support and Recovery Specialist, Advanced Support and Recovery Specialist, Benefit Analyst, Benefit Support Coordinator; 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.

### 3. **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.

#### 4. 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

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

**For the Union**

**For the Corporation**

K. Smyth

B. Hale

Date: February 16, 2015

Date: February 16, 2015

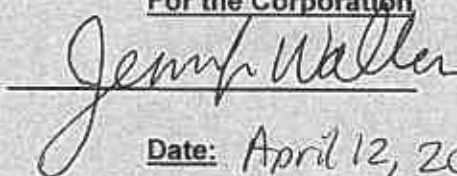
**Revised: April 12, 2023**

**For the Union**



**Date:**

**For the Corporation**



**Date:** April 12, 2023



(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>
		<b>September 27, 2022</b>	<b>11:20 am</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 20<sup>th</sup> day of OCTOBER 20 22

For the Union

Jason Hansen

For the Employer

Genf Wald



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
		September 27, 2022	11:20 am
UP 55	LOU 22	Use of Plain Language	

The Union proposes to keep the Letter of Understanding

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

For the Union

Jean Hanse

For the Employer

Jenny Walker



(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> September 27, 2022	<b>Time:</b> 11:20 am
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 20<sup>th</sup> day of OCTOBER 2022

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>
		<b>September 27, 2022</b>	<b>11:20 am</b>
UP 57	LOU 26	Claims Workforce Transition	

The Union proposes to keep the Letter of Understanding

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

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>September 27, 2022</b>	<b>Time:</b> <b>11:20 am</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 20<sup>th</sup> day of OCTOBER 2022

For the Union

*Jim Hansen*

For the Employer

*Gene Wall*



(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	September 27, 2022	11:20 am
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 20<sup>th</sup> day of OCTOBER 2022

For the Union Jean House For the Employer Jerry Walker



(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>September 27, 2022</b>	<b>Time:</b> <b>11:20 am</b>
UP 63	LOU 33	Enhanced Care Model Transition	

The Union Proposes to keep the Letter of Understanding

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

For the Union *Jean Hans*

For the Employer *Gemp Walk*





(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	September 27, 2022	11:20 am

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

E&OE  
Signed off this 20<sup>th</sup> day of OCTOBER 2022

For the Union



For the Employer



ICBC Counter Proposal to MoveUP Proposal #67



Date: March 29 2023 Time: 1:46 p m

The Corporation proposes to add the following LOU:

LETTER NO. XX

LETTER OF UNDERSTANDING

Re: Diversity Equity Inclusion Training

The Corporation is committed to being an inclusive employer, one that reflects the diversity of the people and communities of British Columbia in which we serve. In furtherance of this commitment, the Corporation agrees to collaborate with MoveUP in developing its initial baseline training for all employees on Diversity, Equity and Inclusion Literacy.

The parties agree that Employee Resource Groups (ERGs) are an integral part of ICBC's DEI approach, and as such, the Corporation agrees that it shall advise the Union of the names of the employees who hold leadership positions in these ERGs (for example, Co-Chairs, Membership Lead, Communications Lead, Marketing Lead, etc.) on an annual basis.

For the Union:

Trevor Hansen

A handwritten signature in cursive script, appearing to read "Trevor Hansen".

Date: TBA

march 29, 2023

For the Corporation:

Jennifer Walker

A handwritten signature in cursive script, appearing to read "Jennifer Walker".

Date: TBA

ICBC Counter Proposal to Move UP #69:  
Office Relocations and Closures

Date: April 12 2023 Time: 3:45 pm



The Corporation proposes to add the following LOU:

LETTER NO. XX

**LETTER OF UNDERSTANDING**

**RE: Office Relocations and Closures**

The Corporation's business model continues to evolve and change with respect to how and where it delivers its services to the citizens of British Columbia. This evolution includes the Corporation's review of its need for facilities taking into account multiple operational factors including where there may be opportunities to reduce its carbon footprint. The Corporation will provide the Union with reasonable notice regarding office relocations and closures affecting a significant number of employees. Where applicable, the Parties will meet to discuss a Labour Adjustment Plan in accordance with section 54 of the Labour Relations Code.

For the Union:

A handwritten signature in cursive script, appearing to read "Jenny Hansen", is written over a horizontal line.

For the Corporation:

A handwritten signature in cursive script, appearing to read "Jenny Adams", is written over a horizontal line.

E&OE

# Appendix B

2023.05.18

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<sup>1</sup> Yellow highlighting indicates NEW Proposal Language

## 1. General Wage Increase (ICBC 1)

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

1. July 1, 2022:
  - a. increase all wage grids by a flat rate of \$0.25 per hour; and a 3.24% general wage increase;
2. July 1, 2023:
  - a. Effective July 1, 2023 - Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).
3. July 1, 2024:
  - a. Increase all wage grids by the annualized average of British Columbia CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0% subject to the attached COLA Memorandum of Agreement.

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of this memorandum of settlement. These wage increases shall be retroactive to July 1, 2022, with retroactive payments to be paid in the ratification year, to all active employees, including those on all forms of leaves of absence.

The July 1, 2022 wage increase will be paid retroactively to employees who retired between July 1, 2022 and the date of ratification.

### Memorandum of Understanding

#### Re: Cost of Living Adjustments (COLA)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

*\*ICBC note - The March 21, 2023 release of the BC Stats Consumer Price Index confirms that the maximum year 2 wage increase will be 6.75%*

## 2. Cultural Leave (ICBC 2)

The Parties agree to amend the Collective Agreement at Article 19 to add Article 19.19 as follows:

### 19.19 Ceremonial, Cultural, Spiritual and Bereavement Leave For Indigenous Employees

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

#### Definitions:

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

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

\* An Indigenous elder and knowledge keeper is designated as such by their community

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

### 3. Letter of Understanding #5 – Co-operative Education Students (ICBC 3)

*The Parties agree to amend LOU #5 as follows, effective one month after ratification:*

#### LETTER NO. 5

#### LETTER OF UNDERSTANDING

#### RE: CO-OPERATIVE EDUCATION STUDENTS ~~INFORMATION SERVICES DEPARTMENT~~

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

1. All students will become and remain members of the Union for the term of their employment with the Corporation.
2. ~~Hirings will be limited to no more than eighteen (18) students at any one time, and no more than fifty (50) students in any calendar year.~~
2. **The Corporation will provide the Union with a monthly list of new Co-op student hires in accordance with its obligations under Article 1.04.**
3. Student projects will normally be for a three (3) to four (4) month period and on occasion may elect consecutive work terms, ~~and students will normally be located in Head Office.~~
4. Students will receive salary treatment in accordance with the following schedule. Students will be paid on an hourly basis, and will receive ~~10.8%~~ **11.2%** of gross earnings with each pay period in lieu of statutory holiday and annual vacation leave. Students will not be covered by any of the welfare benefits set out in the Collective Agreement and will not receive compensation in lieu thereof.
5. **The Corporation will not utilize Students to reduce or replace the number of full time or part time regular positions. No student will be employed, or will be continue to be employed, if this would result in a layoff or failure to recall a qualified employee.**

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



**First Work Term**

~~80% of Step 1 of Salary Group 8. the current salary group for the applicable entry level job.~~

**Second Work Term**

~~85% of Step 1-2 of Salary Group 8. of the current salary group for the applicable entry level job.~~

**Third Work Term**

~~90% of Step 1-3 of Salary Group 8. 1 of the current salary group for the applicable entry level job.~~

**Fourth Work Term**

~~95% of Step 1-4 of Salary Group 8. the current salary group for the applicable entry level job.~~

**Fifth Work Term**

**Step 5 of Salary Group 8.**

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

**First Work Term**

**Step 1 of Salary Group 5**

**Second Work Term**

**Step 2 of Salary Group 5**

**Third Work Term**

**Step 3 of Salary Group 5**

**Fourth Work Term**

**Step 4 of Salary Group 5**

**Fifth Work Term**

**Step 5 of Salary Group 5**

For the Union

R. Tuckwood

Date: April 13, 1995

Revised: July 20, 1999, June 11, 2020

Revised: Date TBA

For the Corporation

D.E. Thomas

Date: April 13, 1995

4. Hours of Work (ICBC 5)

The Parties agree to amend Article 12.04 Variable Business Week as follows:

**12.04 Variable Business Week**

...

(i) Account Services

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

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

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

## 5. Flexible Benefits (ICBC 11/12)

*The Parties agree to the following changes **effective January 1, 2024** to benefits as represented by the following summary in the Benefits Supplement:*

### **Extended Health Plan**

#### **The Plan**

The purpose of our Extended Health Care Plan is to provide you and your eligible dependents with assistance for costs related to treatment of medical conditions.

If there should be any difference between the wording of this summary and the provisions of the Group Extended Health Care contract, together with subsequent riders to such contract, the provisions of the contract, as amended from time to time, shall prevail.

#### **Eligibility**

To be eligible an employee or dependent must be eligible for coverage under the Medical Services Plan of BC.

All full-time regular and part-time regular employees are eligible for coverage.

Coverage for you and your eligible dependents will commence on the first day of the month following the date of employment. ICBC pays 100% of the cost for full-time employees and cost-shares for part-time employees.

#### **Eligible Dependents**

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Unmarried,
- Under age 21
- Not employed on a full-time basis; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependent's coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of ten (10) hours per week or, if they are incapable in engaging in any substantially gainful activity and is dependent upon you for

support, maintenance and care, due to a mental or physical disability. A child who is incapacitated on the date they reach age 21 will continue to be an eligible dependent. However the child must have been covered by this plan immediately prior to this date.

A stepchild must be living with you to be eligible.

### **Deductible/Reimbursement**

Before any payments are made under the plan, an amount of \$25.00 is deducted in each calendar year from the eligible expenses.

After the deductible has been satisfied, 80% of eligible expenses will be reimbursed until \$1,000.00 has been paid in a calendar year. After \$1,000.00 has been paid in the calendar year, expenses will be reimbursed at 100%. Emergency Out-of-Province expenses are reimbursed at 100%.

The plan will reimburse based on reasonable and customary fees for the Province.

**Note:** the plan shall not be liable for reimbursement in excess of \$350,000.00 lifetime to any one (1) employee or any one (1) dependent for claims made for services in Canada. Preauthorization is recommended from the carrier for expenses in excess of \$1,000.00 per person.

### **Eligible Expenses (For Services within British Columbia)**

The following services are covered under the plan when performed within British Columbia where supporting documentation is provided. This is a summary for information purposes only.

<b>Eligible expense</b>	<b>Guidelines</b>	<b>Maximums</b>
Hospital	Upgrade to private or semi-private room	N/a
Orthopedic Shoes	Custom made shoes and modification when prescribed by physician or podiatrist	\$400.00 per calendar year for adult \$200.00 per calendar year for child
Hearing aids	Purchase of hearing aids when prescribed by a medical doctor or audiologist. Repairs, maintenance and batteries not included.	\$1,000.00 every five (5) calendar years for adult \$1000.00 every two (2) calendar year for child
Chiropractors	Fees for visit to chiropractor licensed in the Province of BC.	<del>\$400.00</del> per member or dependent in any calendar year
Naturopathy	Fees for visit to naturopathic physician licensed in the Province of BC <del>Includes testing</del>	<del>\$200.00</del> per member or dependent in any calendar year
Podiatrist	Fees of podiatrist registered or licensed in BC	<del>\$100.00</del> per member or dependent in any calendar year

Eyewear/glasses	Charges incurred relative to purchase of corrective lenses and frames, contact lenses, laser eye surgery and/or eye examinations Sunglasses and safety goggles not included	<p><del>\$300.00</del> <b>\$500.00</b> per member or dependent in any two (2) consecutive calendar years <b>for charges incurred relative to purchase of corrective lenses and frames, contact lenses and laser eye surgery. In addition, coverage will be provided for one eye exam per member or dependent, performed by a certified practitioner in any 24 month period (subject to reasonable and customary charges).</b></p> <p><del>\$ increase to \$400.00 per member or dependent in any two (2) consecutive calendar years effective January 1, 2021/</del></p>
<b>Paramedical Services:</b> Physiotherapist, and Massage Practitioners , <b>Speech Therapist,</b> <b>Acupuncturist,</b> <b>Chiropractor,</b> <b>Naturopath,</b> <b>Podiatrist,</b> <b>Chiropodist,</b> <b>Osteopath,</b> <b>Athletic Therapist</b>	Fees of <b>qualified Paramedical Practitioners (massage, physiotherapy, naturopath, chiropractor, speech therapist, acupuncturist, podiatrist, chiropodist, osteopath, athletic therapist) physiotherapist or massage therapist registered or licensed in BC (except if related to or resident with member)</b>	Combined maximum of <del>\$250.00</del> <b>\$1,500</b> per member or dependent in any calendar year

Eligible expense	Guidelines	Maximums
<b>Speech Therapist</b>	<b>Fees of speech therapist licensed in BC</b>	<b><del>\$400.00</del> per member or dependent in any calendar year</b>
<b>Counselling Services /Mental Health</b>	<p><del>Fees of registered or clinical psychologist, or counsellor licensed in BC, or Master of Social Work or Master of Counselling.</del></p> <p><b>Fees of services from qualified <u>psychologists, social workers, clinical counsellors and psychotherapists</u></b></p>	<b><del>\$500.00</del> <b>\$2,500</b> per member in any calendar year <del>\$100.00 per or</del> dependent in any calendar year</b>
<b>Acupuncture</b>	<del>Fees for acupuncture treatments performed by physician or surgeon licensed to perform acupuncture in BC</del>	<b><del>\$400.00</del> per member or dependent in any calendar year</b>
<b>Drugs and Medicines</b>	<p>Charges for drugs and medicines legally requiring a prescription Includes insulin, syringes, oral contraceptives, diabetic testing supplies, injections of vitamin b12 for treatment of pernicious anemia, drugs prescribed for fertility purposes Excludes: preventative medicines and vaccines, any vitamin preparation not expressly included, food and mineral supplements, those drugs not approved pursuant to the food and drug act for sale and distribution in Canada</p>	<p>Coverage based on generic equivalent where available unless physician has prescribed brand name with no exceptions. Fertility drugs limited to \$15,000.00 per person lifetime. Dispensing fee maximum based on provincial average.</p>
<b><u>Gender Affirmation</u></b>	<p><b><u>Surgical and other procedures for male-to-female transition:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>augmentation mammoplasty.</u></b></li> <li>• <b><u>thyroid chondroplasty.</u></b></li> <li>• <b><u>laryngoplasty.</u></b></li> <li>• <b><u>permanent hair removal (laser or electrolysis) for pre-surgical areas in preparation for vaginoplasty.</u></b></li> </ul> <p><b><u>Surgical and other procedures for female-to-male transition:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>scrotoplasty.</u></b></li> <li>• <b><u>implantation of penile and/or testicular prostheses.</u></b></li> </ul>	<b><u>\$10,000.00 per member or dependent in any calendar year subject to a lifetime maximum of \$50,000.00 (excludes procedures available under the provincial plan and subject to eligibility requirements and exclusions)</u></b>

	<ul style="list-style-type: none"> <li>• <u>permanent hair removal (laser or electrolysis) for pre-surgical areas in preparation for phalloplasty.</u></li> </ul>	
Permanent Prosthesis	Charges for permanent prosthesis (artificial limbs, eyes and mastectomy forms) and braces. Only when ordered by attending physician.	N/a
Crutches, Canes, Walkers, Wheelchairs, Trusses	Charges for rental or when approved purchase	N/a
Ostomy/ileostomy Supplies	When ordered by attending physician	N/a
Orthotics	Charges for custom made orthotics when recommended by physician or podiatrist	\$400.00 per calendar year per adult \$200.00 per calendar year per child



<b>Eligible expense</b>	<b>Guidelines</b>	<b>Maximums</b>
<b>Ambulance</b>	Charges of licensed ambulance service in BC, including air ambulance to transport patient to nearest hospital where adequate treatment is available	N/a
<b>Medical Equipment</b>	Durable medical equipment such as manual hospital beds, respirator, oxygen equipment and other durable equipment usually found only in hospitals.	N/a
<b>Vaccination Coverage</b>	<b>Charges for Vaccines</b>	<b>N/a</b>
<b>Wigs</b>	Charges for wigs and hairpieces for patients with temporary hair loss as a result of medical treatment.	\$500.00 per lifetime

....

## **Life Insurance**

### **The Plan**

The purpose of this plan is to provide you and your dependents with financial support in the event that one (1) of you should die.

### **Basic Life Insurance Cost**

The premiums are paid by ICBC for all full-time regular employees. ICBC cost shares the premium for all part-time regular employees. The premium paid by ICBC on your behalf is a taxable benefit.

**Basic Coverage (Mandatory)****(a) On your life**

Life insurance equal to your regular annual salary rounded to the next higher multiple of \$1,000.00 if not an even multiple of \$1,000.00, times two (2).

**(b) On the Lives of Your Dependents**

On your spouse - life insurance equal to ~~\$10,000.00~~ ~~50% of your basic life insurance~~

On your dependent children - life insurance equal to ~~\$5,000.00~~ ~~5% of your basic life insurance~~ for each dependent child ~~(minimum \$2,000.00 each).~~

**Eligible Dependents**

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Unmarried,
- Under age 21
- Not employed on a full-time basis ; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependents coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of ten (10) hours per week.

A stepchild must be living with you to be eligible.

**Voluntary Life Insurance (Optional)**

This is term insurance on your life only which may be purchased by you in multiples of \$25,000.00 to a maximum of \$900,000.00. Premiums are payable by you and are based on your age and whether or not you are a smoker. Current rates can be obtained on ICBC's intranet or through employee benefits.

**Disability Premium Waiver**

If while insured you become totally disabled, before attaining age 65, your group life insurance and that of your eligible dependents shall be continued for the amount then in effect during the period of your disability.

**Conversion**

You may apply, during the thirty-one (31) day period following termination of employment, for an individual policy of life insurance in an amount up to the amount of life insurance in force on your life and that of your spouse at the date of termination to a combined maximum of \$200,000.00. Dependent children's life insurance cannot be converted.

If there are any variances between these details and the provision of the policy, the latter shall govern.

## 6. Moving Expenses (UP31)

*The Parties agree to amend Article 20.08 as follows:*

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~~ \$36,750.00. Limited moving expenses in accordance with 20.08 (b) will have a limit of ~~\$15,000.00~~ \$15,750.00.

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

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

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

new headquarters; and

- (vi) the employee must initiate their move to the new residence within three (3) months of moving to their new headquarters; and
- (vii) the employee must submit their claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to their new headquarters, unless a longer period is agreed to in writing by the Corporation.
  - (a) Full moving expenses will be paid in accordance with 20.09(a), where the change in headquarters results from:
    - (i) the location of the employee's headquarters being changed by the Corporation, except as limited by 20.08(c);
    - (ii) a move as a result of the employee being displaced under Article 9 - Technological and Procedural Change;
    - (iii) a move as a result of the employee receiving a promotion under Article 7 except as limited under 20.08(b) (iii) or 20.08(b) (iv).
  - (b) Limited moving expenses will be paid in accordance with 20.09(b) where the change in headquarters results from:
    - (i) a move as a result of the employee being displaced under Article 8 - Layoff and Recall;
    - (ii) a move as a result of the employee voluntarily transferring to a job of equal or lower salary level under the terms of Article 7. Unless otherwise agreed by the Corporation, employees

in such instances will not receive any moving expenses if they have less than five (5) years continuous service or if they have received a move paid by the Corporation in the preceding five (5) years;

- (iii) a move as a result of an employee receiving a promotion under Article 7 which requires a change in headquarters within Greater Victoria, or within the Lower Mainland;
- (iv) a move as a result of an employee receiving a promotion under Article 7 into any Salary Group 7 and below, except for Estimator Trainees who are promoted outside of, or into, or out of the geographical area comprised of the Municipalities or Cities set out in 20.08(b)

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

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

## 7. First Aid Attendant Premium (UP32)

*The Parties agree to amend Article 20.10 as follows:*

### **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 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.

## 8. Protective Clothing and Equipment (UP34)13

### 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.

### 9. One-time Subsidy Payment – (ICBC Counter-Proposal to UP #50)

The parties agree to the following:

LETTER NO. XX

#### Letter of Understanding Re: One-time Subsidy Payment

1. In recognition of the unique and specific challenges relating to the roles listed below, the Corporation wishes to provide a one-time only economic subsidy retention payment of **\$1275.00**, less applicable statutory deductions, to regular full-time or part-time employees (not temporary employees) in the one of the following job classifications at ratification in accordance with the provisions set out below:

Job Code	Job Title
2080	Supervisor Driver Examiner
2079	Supervisor Driver Licensing Centre
2076	Supervisor Driver Examiner Unit
106440	Driver Examiner I
2074	Driver Examiner II
2077	Standalone Driver Examiner
2071	Client Service Representative
2072	Supervisor Client Service Representative
868	Regional Salvage Assistant
225361	Supervisor Regional Salvage

195604	Supervisor Salvage
333	Administrative Salvage Assistant II
346	Equipment Operator

2. The One-Time Payment referred to above will be pro-rated in accordance with an Employee's Active Service in one of the designated roles above in the year preceding ratification but will not be less than \$500.00. For the purposes of this Letter of Understanding, Active Service includes any approved leave of absence with pay and Includes absences under Articles 19.05 (Maternity Leave) and 19.06 (Parental/Adoption Leave) For employees who were on an approved leave of absence without pay greater than 30 days of the preceding fiscal year, the payout will be pro-rated for the time period of Active Service.
3. The One Time Payment is made on a without prejudice basis and does not constitute base wages and is not pensionable and will be paid within 60 days of ratification.

For the Union

For the Employer

**10. Recruitment and Retention Incentive Payments – Information Services Department (ICBC Counter to #UP37)**

The Corporation proposes to enter into the following Letter of Understanding.

LOU XX

**LETTER OF UNDERSTANDING**

**RE: Recruitment and Retention Incentive Payments – Information Services Department**

**Hourly Market Supplement**

1. Effective July 1, 2022, in recognition of recruitment and retention challenges in certain specialized roles, the Corporation will pay employees in the classifications listed in Schedule A a pensionable market supplement of \$1.48 per hour worked.

**Recruitment Incentive Program**

2. Effective upon ratification, the Employer will pay a one-time Recruitment Incentive of \$3,000, less applicable deductions to new regular full time and part-time employees hired into the classifications listed in Schedule A during the term of this Letter of Understanding. This payment shall be made upon hire and shall not be pensionable.
3. In the event an employee who has received a Recruitment Incentive resigns from or whose employment is terminated with cause from ICBC within the first year of their employment, the employee will be required to repay the Recruitment Incentive to ICBC in an amount prorated based on service provided in the eligible role until the employee's resignation or termination date. Amounts owed shall be recovered by way of payroll deduction, which shall constitute an assignment of wages under the *Employment Standards Act*.

4. Employees will only be eligible for one Recruitment Incentive from ICBC. In the event an employee who has already received a Recruitment Incentive is hired or promoted into another classification set out in Schedule A they will not receive an additional Recruitment Incentive.
5. This Letter of Understanding will expire at the end of this collective agreement unless renewed by the Parties.
6. The Parties may mutually agree to change classifications and/or amounts listed in Schedule A.

**Schedule A:**

<u>Classifications</u>	<u>Job Code</u>	<u>Salary Group</u>
Infrastructure Platform Administration II	680	10
Data Engineer – Intermediate	00280676	13
QA Analyst - Intermediate	274318	11
QA Analyst – Senior	274319	13
Business Systems Analyst – Intermediate	274553	12
Business Systems Analyst – Senior	274539	13
Developer – Intermediate	274759	12
Developer – Senior	274780	13
Technical Support Specialist	258023	10
Senior Technical Specialist	472	13

11. Letter of Understanding – Salary Group 3 and 4 (ICBC Counter to UP#36)

The Corporation proposes to enter into the following Letter of Understanding:

LETTER NO. XXX

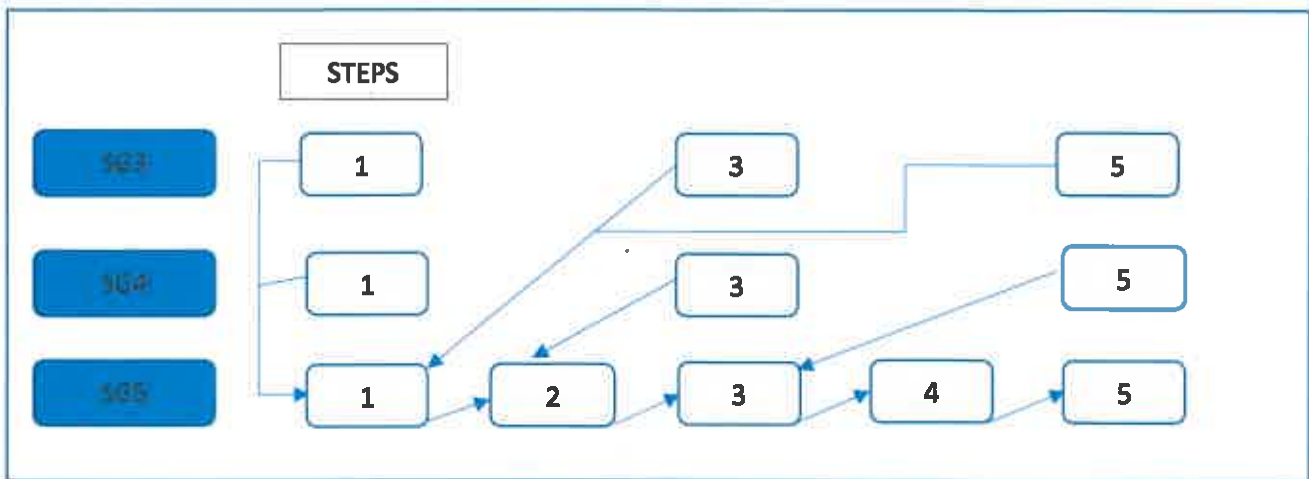
**LETTER OF UNDERSTANDING**

**RE: SALARY GROUP 3 AND SALARY GROUP 4 PAY AND STEP PROGRESSIONS**

It is agreed that all jobs in salary group (SG) 3 and 4 shall be paid as salary group 5, as of July 1, 2023, in the following manner:

- 1. SG3 step 1, 3 and 5 will be paid SG5 step 1
- 2. SG4 step 1 will be paid SG5 step 1
- 3. SG4 step 3 will be paid SG5 step 2
- 4. SG4 step 5 will be paid SG5 step 3

Each employee shall maintain their length of service date, which shall be used for all subsequent Salary Group step increases. For illustration, the progress between salary groups shall be as follows:



The provisions of Article 11.06 (b) shall apply with the exception that an employee in Salary Group 3 will be treated the same as employees in Salary Groups 4 to 13.

#### **New Employees**

Employees hired into positions listed in Appendix A, Job Classifications by Salary Group, that are salary group 3 or 4, shall be paid no less than Salary Group 5, step 1. The provisions of Article 11.06 (b) shall apply with the exception that an employee in Salary Group 3 will be treated the same as employees in Salary Groups 4 to 13, meaning that the first step increase will happen after six months, and subsequent increases shall be annual. For part time employees, salary step increases shall be prorated based on regularly scheduled hours worked.

#### **Promotions**

An employee who promotes from SG3 or SG4 shall be entitled to the provisions of 11.08.

An employee who promotes to a position in SG4 and/or SG5 will not be considered as a lateral transfer with respect to article 7.07.

#### **Job Evaluation**

This LOU solely impacts SG3 and SG4 job classifications, and has been reached on a without prejudice basis, and will have no impact on any other job classifications or evaluations, currently or in the future, at salary group 5 or higher.

There will be no changes to the existing job evaluation process as outlined in Article 10.

It is agreed that all jobs, current and future, in SG3 and SG4 shall remain valued as per Article 10.02. Point factor ratings for jobs in SG3 and SG4 shall not be changed because of this LOU.

This LOU does not prevent either party from amending the job evaluation sheets to capture material changes as and when they occur.

#### **Limited Postings**

The provisions of 7.05 with respect to jobs in SG3 and SG4 remain unchanged and unaffected by this LOU.

All other provisions of the collective agreement shall apply, unless agreed to by the Parties.



## 12. LTD Arrears – (UP65)

Note: This proposal is contingent on the Union withdrawing grievance 22-0057 LTD premiums.

### 18.07 Long Term Disability Plan

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