

Section 54 Adjustment Plan:

Elimination of the Vehicle Settlement Representative Position

Between:

Insurance Corporation of British Columbia

(the “Employer” or “Corporation”)

And:

MoveUP (Canadian Office and Professional Employees Union, Local 378)

(the “Union”)

(Collectively, the “Parties”)

Recitals:

- A. The Corporation has implemented technological and procedural changes to its material damage estimating line of business which will result in the elimination of the vehicle settlement representative role (the “VSR” role).
- B. The Corporation provided the Union with notice of the VSR role elimination, and notice of the same under Section 54 of the BC *Labour Relations Code*, on July 3, 2024.
- C. Subsequent to the Union being provided with the notice set out in paragraph B above, the parties met on several occasions to discuss certain amendments to the Collective Agreement, as an alternative to the strict application of the provisions of the Collective Agreement to the employees affected by the VSR role elimination.
- D. The Corporation has decided to move forward with the VSR role elimination. In recognition of the impact of the VSR role elimination on affected employees, the Parties wish to enter into this Section 54 Adjustment Plan (the “Plan”).

Operative Terms:

General Principles

1. This Plan is made on a without precedent or prejudice basis to the interpretation of the Collective Agreement or any Letter of Understanding.

2. Notwithstanding the terms of the Collective Agreement and any Letter of Understanding, the Corporation may implement a reduction in the number of regular employees in accordance with the provisions of this Plan.
3. The Parties agree that this Plan and the discussions between the Parties leading to its creation satisfy the requirements of section 54 of the BC *Labour Relations Code*, in the event such provisions apply in relation to the displacement of employees as a result of the Corporation's elimination of the VSR role.

Employee Notification

4. On November 4, 2024, the Corporation will provide to the Union a list of employees who are in the VSR role and will be affected by the VSR role elimination.
5. Affected employees will be notified of the VSR role elimination no later than November 21, 2024. This same notification, and the election opportunity set out in paragraph 6 below, will be provided to all affected employees in the VSR role, including those on a leave of absence at the time of notification.
6. As part of this notification, affected employees will be provided with the opportunity to elect between accepting placement into a Customer Service Adjuster ("CSA") role, or terminating their employment and accepting severance in accordance with the Collective Agreement.
7. Affected employees will have until December 6, 2024 to advise the Corporation of their election between placement or severance. For any affected employee for whom no response is received by this date, they will be deemed to have elected placement.

Placement

8. The following provisions apply to those affected employees who elected the placement option, or were deemed to have elected the placement option pursuant to paragraph 7 above ("Placement Employees").
9. The Parties agree that placement in the CSA role under the provisions of this Plan will not constitute a lateral transfer for purposes of application of Article 7 of the Collective Agreement.
10. Placement into the CSA role will take place January 13, 2025 (the "Placement Date").
11. Placement Employees shall remain in their salary step level at the Placement Date. Thereafter, Article 11.06 of the Collective Agreement will apply regarding future length of service increases.

12. Placement Employees will be provided with CSA training and coaching for up to eight (8) weeks following the Placement Date (the "Training Period"). Placement Employees will be on a training schedule during the Training Period, which will generally be scheduled between 8:00am-5:00pm.
13. For Placement Employees in the Lower Mainland, training will take place at GCC.
14. For Placement Employees outside the Lower Mainland, training will be remote. Placement Employees may be required to attend their established headquarters.
15. Placement Employees will participate in the CSA shift bid in December 2024 or January 2025 for the shift bid period beginning February 23, 2025 to approximately August 31, 2025.
16. Placement Employee vacation selections which were previously approved, and which will occur prior to the Placement Date, will be honoured. Placement Employee vacation selections which were previously approved, and which will occur during the Training Period, will be reviewed by the Corporation on a case-by-base basis to determine if these selections can be honoured; the Corporation's decisions about honouring vacation selections during the Training Period will be based upon operational needs and training requirements.
17. Placement Employee vacation selections to occur approximately between February 23, 2025 and January 3, 2026 (the "2025 Period") will follow the approach set out for employees on Long Term Disability in LOU No. 27. Specifically, upon placement in the CSA role, Placement Employees will be entitled to select vacation for the 2025 Period based on whatever periods would have been available to them had they participated in the vacation selection process with other CSAs.
18. Placement Employees will accumulate Time Off during the Training Period. Where operationally feasible, Placement Employees will be included in the CSA Time Off bid in mid-December 2024 for Time Off to occur between January 1, 2025 and February 22, 2025. Where it is not operationally feasible to include the employees in the CSA Time Off bid, Placement Employee requests to utilize Time Off during the Training Period will be reviewed by the Corporation on a case-by-base basis. The Corporation's decisions about Time Off requests during the Training Period will be based upon operational needs and training requirements.
19. Placement Employees will be included in the CSA Time Off bid for the time period beginning February 23, 2025.
20. Each Placement Employee's existing headquarters as of the Placement Date, as defined by Article 20.01 of the Collective Agreement, will remain unchanged as a result of the placement.

21. The Parties agree that for Placement Employees with a headquarters within the lower mainland of British Columbia, such employees will be required to attend the Corporation's Guildford Corporate Centre (GCC) location in Surrey one day per month, on the day to be determined by their manager, for the purposes of collaboration. For clarity, for employees working primarily remote who are only required to attend the office one day a month per the terms of the Corporation's Ways of Working Policy, this monthly in-office day will be at the GCC location. Employees choosing to work in the office, or a hybrid schedule, will attend the GCC location on this same day. All other days worked will take place at the employee's regular headquarters per Article 20.01 of the Collective Agreement, except as otherwise required due to operational needs and in accordance with the terms of the Collective Agreement.
22. For Placement Employees with a headquarters outside the lower mainland of British Columbia, where such employees choose to work in-office and bid on a shift outside of their headquarters open hours, the Parties acknowledge that Claims Centers within the employee's headquarters may not regularly be open. In such circumstances, in consideration of the prospects of an employee working alone, the Corporation may choose to consult with the Union to discuss alternative options. This may include discussion of alternative headquarters, or alternative schedules.
23. For Placement Employees on a leave of absence as of the Placement Date, the dates and specific details of their CSA training, and participation in shift bids, TO bids and vacation bids, will be determined on a case-by-case basis upon the employee's return to work. Best efforts will be made to align the terms of their return to work into the CSA role with those set out above for the other Placement Employees.

Severance

24. The following provisions apply to those affected employees who elected to terminate and receive severance ("Severance Employees").
25. The Corporation must receive notification in writing of the election to terminate and receive severance no later than December 6, 2024.
26. Severance Employees will be terminated effective January 13, 2025 (the "Termination Date"). For clarity, Severance Employees have no entitlements under Article 8 (Layoff and Recall), beyond calculation of severance pay, and have no right of recall following the Termination Date.
27. Severance Employees will receive a severance payment calculated in accordance with the terms of Article 9.03(d) of the Collective Agreement.
28. The Corporation will make the required severance payment on January 24, 2025.

Estimator Trainee Program

29. The Corporation agrees to notify the Union if it intends to recruit for the Estimator Trainee position in the future. The Corporation agrees to make reasonable efforts to consult with the Union prior to job selection activity, and to discuss the potential of selection from Placement Employees into the Estimator Trainee position.

Dispute Resolution

30. The grievance procedure as set out in the Collective Agreement shall apply to differences arising regarding the interpretation or enforcement of this Plan.

All of which is agreed this November 19, 2024 in Vancouver, British Columbia.



Authorized representative of
**Insurance Corporation of
British Columbia**



Authorized Representative of
**MoveUP (Canadian Office and
Professional Employees
Union, Local 378)**