



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Article o	<i>ARTICLE o – SCOPE OF AGREEMENT</i>	

ARTICLE o

SCOPE OF AGREEMENT

o.01 Date of Effect

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

o.02 Section 50 Exclusion

The parties hereto agree to the exclusion of the operation of Section 50, subsection (2) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

o.03 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

o.04 Pre Bargaining Meeting

Prior to the commencement of collective bargaining, the parties shall meet to preview matters of concern, and to develop plans and procedures to optimize the effectiveness of direct collective bargaining in bringing about an agreement.

o.05 Continuation of the Agreement

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

0.06 Strikes and Lockouts

Notwithstanding paragraphs 2. and 4. above, it is agreed that the employees may strike, and the Corporation may lock-out after this Agreement's expiry date.

0.07 Agreement Scope

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context, the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Corporation Officers or Representatives.

0.08 Use of Plural Terms

Wherever the singular is used in this Agreement, these words shall be construed as meaning the plural where the context requires. Conversely the reverse is equally true.

0.09 Interpretation of Time Period Terminology

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

0.10 Catastrophic Event Cooperation

It is recognized that a physical catastrophe (e.g. earthquake, fire) may seriously disrupt normal business operations. In this event, the parties agree to cooperate in the administration of the Collective Agreement, to enable contingencies which are directed to restoring normal operating conditions.

0.11 Management Rights

All management rights heretofore exercised by the Corporation, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Corporation.

0.12 Notification of Corporation Policies and Procedures

The Corporation agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Corporation will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it

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Signed off this _____ day of _____ 20_____

For the Union

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is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 3 of this Agreement.

0.13 Impact of Legislation

- a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Corporation and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- b) The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
- c) If after forty-five (45) working days from the commencement of negotiations referred to in Article 0.13(a) the matter has become deadlocked, then either the Union or the Corporation may refer the matter to an impartial arbitrator for final binding determination.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	ARTICLE 1	<i>ARTICLE 1 – UNION SECURITY</i>	

ARTICLE 1

UNION SECURITY

1.01 Agreement Application

This agreement shall apply to and be binding upon all employees of the Corporation described in a certificate issued to the Union by the Labour Relations Board on the 5th day of November, 1974, and shall continue to apply to the said certificate as the same may be amended by the Labour Relations Board from time to time.

1.02 Application and Maintenance of Membership

The Corporation agrees that all employees covered by this Agreement within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the Corporation, whichever event shall later occur, as a condition of continued employment with the Corporation shall make application to become members of the Union and if accepted, remain members of the Union.

1.03 Acquainting New Employees

The Corporation will inform new employees of their Union membership obligations. The Corporation will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee documentation. The Corporation will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Corporation by the Union.

The Corporation will provide the employee with a list of Job Stewards.

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For the Union

For the Employer

1.04 Assignments of Wages and Employee Information

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

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

1.05 Financial Obligations

Notwithstanding any provision in this Article, there shall be no financial responsibility on the part of the Corporation for fees, dues, or general membership assessments of an employee unless there are sufficient unpaid wages of that employee in the Corporation's possession except that this provision shall not absolve the Corporation of its financial obligations in those circumstances where it knowingly failed to withhold sufficient employees' pay to pay the monies outstanding to the Union.

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For the Union

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1.06 No Discrimination for Union Activity

The Corporation and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Corporation shall not participate in or interfere with the administration of the Union.

1.07 Work Jurisdiction

Duties normally performed by employees within the bargaining unit will not be assigned to artificial intelligence (AI), automated or computer-driven and related systems. In addition, bargaining unit work will not or be performed by non-bargaining unit personnel except in emergencies when bargaining unit employees capable of performing the work are not available. In such emergency situations, where the period of assignment is longer than two (2) weeks duration, the Corporation will notify the Union when work traditionally performed exclusively by bargaining unit employees is being performed by exempt employees.

It is recognized by the parties under this clause that Corporation operations necessitate the utilization of non-bargaining unit personnel and they may continue to be used to the same extent they are now used.

The Corporation will not transfer to non-bargaining unit employees those functions (which do not qualify for exemption under the Labour Relations Code) which have been performed exclusively by bargaining unit employees.

Nothing in this Article shall be construed as a contractual definition of "employee" which is different from the definition of "employee" in the Labour Relations Code.

1.08 Contracting Out

The Corporation will not contract out work normally performed by bargaining unit employees which will result in any layoff or downgrading of such employees, including to artificial intelligence or automated computer-driven systems.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Article 2	<i>ARTICLE 2 – UNION RECOGNITION</i>	

ARTICLE 2

UNION RECOGNITION

2.01 Recognition of Union Executive Board Members, Executive Councillors, Job Stewards and Union Representatives

The Corporation will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Executive Councillors, Job Stewards and Union Representatives.

The Union will notify the Corporation in writing as to who are the elected, appointed and/or designated Executive Board Members, Executive Councillors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Agreement.

In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Manager, Employee Relations.

2.02 Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- (b) The transmission of Union bulletins and/or notices by posting or such other means as are reasonable under the circumstances.
- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.

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For the Union

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- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out in Article 3.06 of this Collective Agreement.

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. 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 and prepare for 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 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**

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For the Union

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Job stewards and/or other elected Officers of the Union ~~will~~ may receive leave of absence with or without pay ~~at the discretion of and~~ by prior advisement to 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 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.

2.04 Union Leaves

(a) Union Leave

Employees elected or appointed to full time Union positions, including LTD Trust Administrator ~~(excluding clerical staff)~~ will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Corporation and the employee will continue to accrue seniority with the Corporation during such period. Employees on such leave will at their option continue to participate in all Corporation welfare plans, provided the Union reimburses the Corporation on a monthly basis for the cost of such premiums. Employees on leave to work for the Union on application to the Corporation, will be re-employed by the Corporation at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in their classification assuming they had never left the employment of the Corporation.

(b) Trainee Union Representatives

The Corporation will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the timing of the leave will be subject to departmental operating considerations;

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Signed off this _____ day of _____ 20____

For the Union

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- the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the corporation;
- only one (1) such leave will be granted in a twelve (12) month period;
- in situations where the Trainee is assigned to the ICBC bargaining unit, they will work under the direction of a full-time union representative - who is also regularly assigned to the ICBC bargaining unit - for the duration of the trainee appointment.

2.05 Communications - Union Bulletin Boards

Bulletin boards shall be made available to the Union at all locations of the Corporation for posting of appropriate notices relative to meetings and general Union activities. The Corporation will provide access to its mail distribution systems and electronic messaging systems, on a cost share basis, for the distribution of such notices upon prior notice approval being given to obtained from the Manager, Employee Relations.

2.06 Cooperation with Union Officers

The Corporation will cooperate with Officers, Executive Councillors, Job Stewards, and/or Representatives of the Union in carrying out their Union responsibilities.

2.07 Union Use of Office Space

Job stewards and/or Representatives of the Union who require private office space for the purpose of performing their duties relative to 2.02(a) above, will receive such accommodation on request to the manager of the department or the Manager, Employee Relations.

2.08 New Employee Union Orientation

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to their Job Steward as part of their orientation to the department. In addition, the Corporation agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, for a period of up to one (1) hour. The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Corporation and the Union. The time and location of the meeting will be subject to approval by management.

2.09 Notification of New Excluded Jobs

Prior to implementation, the Corporation agrees to advise the Union, and provide the job profile, of newly created first-level management jobs, and confidential- all jobs which are excluded from the bargaining unit. In addition, the Corporation will advise the Union when the position is filled.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

2.10 Union Insignia

- (a) A Union member shall have the right to wear or display jewellery (pins, etc.) bearing the recognized insignia of the Union.
- (b) One (1) Union shop card, furnished by the Union, will be displayed to public view at the public entrances to Corporation premises. Such card will not exceed 6 in. X 8 in. In dimensions, and shall be surrendered by the Corporation upon demand by the Union.

2.11 Union Meetings

Where possible the Corporation will allow Union Representatives to conduct meetings after hours on Corporation premises, within the following conditions:

- (a) The Union will provide the Corporation with as much advance notice as possible.
- (b) The meeting(s) will be held in an area which will cause the least inconvenience to the cleaning services, e.g. lunch rooms or an open area.
- (c) The Union will ensure that the premises are left in good order.
- (d) Any meetings involving more than one (1) floor area, department or claim centre, will be held off premise.

2.12 Bargaining Agent Recognition

The Corporation recognizes MoveUP (Canadian Office and Professional Employees Union, Local 378) as the sole bargaining agent, as defined by the Labour Relations Code, for all employees described in the certification issued by the Labour Relations Board on November 5th, 1974.

2.13 No Other Agreement

Neither the Corporation nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Corporation or its representatives which may conflict with the terms of this Agreement.

It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent, and minor nature can arise. Such accommodations will not be considered a violation of this Article.

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

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

(24) hours notice of such a meeting. Where 24 hours notice is provided, the employee may request an earlier meeting at their discretion. If an employee is under investigation they will be provided with the detailed allegations in writing at the time of notification of the meeting. Management will also provide the employee under investigation with a list of job stewards from their headquarters.

Where a manager meets with an employee with the specific intent to administer discipline, the manager shall make every effort to notify the employee in advance of that meeting in order that the employee may have a Job Steward present. The Union may assign more than one (1), Job Steward for training purposes.

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

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

2.15 Technical Information

The Corporation agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining, subject to such information not being harmful to the business interests of the Corporation.

2.16 Union and Corporation Communications

The Corporation and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to the Manager, Employee Relations and the President of the Union or their respective designates.

The Union will be provided with a copy of any written correspondence issued to an employee which expresses an opinion respecting the interpretation of this Collective Agreement as it applies to that employee.

The parties further agree that the use of email and fax correspondence and regular type written correspondence shall be considered proper and acceptable means of communications for all matters contained in this Agreement including grievances.

2.17 Union Members Miscellaneous Union Leave

Union members may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Employee Relations.

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.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

2.18 Union Access to Sites

The Employer agrees that access to its premises will be granted to Union Representatives and members of the Union's Executive. Notification shall be given to Employee Relations in advance of entering the Employer's premises and such access shall not interfere with operations.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	Article 4	<i>ARTICLE 4 - SENIORITY</i>	

ARTICLE 4

SENIORITY

4.01 Seniority Defined

- (a) Except as modified in this Agreement, seniority shall be determined as length of continuous service with the Corporation as a member in good standing of the Union.
- (b) Unless an effective break in service occurs, a temporary employee who secures a regular position during the term of their temporary employment shall be credited with seniority back to the date last hired as a temporary employee. Service shall be deemed to be continuous for temporary employees in situations where there are fourteen (14) or fewer calendar days between the end of one (1) period of temporary employment and the start of a new temporary or regular assignment. Such employees will be subject to the probationary periods outlined in Article 6.01.

4.02 Date of Hire Prior to First Agreement

All employees of the Corporation as at the signing date of the first Collective Agreement shall be granted seniority back to the date that they were last hired by the Corporation provided, however, that they have maintained continuous membership in the Union and meet the requirements of 4.03 below.

4.03 Probationary Employees

New employees hired under the terms of this Agreement will be credited with seniority back to the date of hire upon completion of their probationary period.

4.04 Loss of Seniority

Employees shall lose their seniority only if they:

- (a) Terminate employment with the Corporation.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

- (b) Are discharged for just cause or terminated pursuant to proper application of this Agreement.
- (c) Are laid off for a period exceeding the specified recall period as described in Article 8.06(a).
- (d) Accept, or transfer to, a position with the Corporation which is outside the bargaining unit; except that upon returning to a position within the bargaining unit they will be credited with such seniority as had previously been attained in the bargaining unit.
- (e) For the purposes of 4.01 and 4.04(a) above, seniority and service shall be deemed to be preserved in situations when:
 - (i) A regular employee who has terminated their employment is offered and starts a new full-time or part-time regular job with the Corporation within sixty (60) calendar days of their last day of employment. Such employees will be subject to the terms outlined in Article 6.01.
 - (ii) A regular employee who has terminated their employment is offered and starts a temporary position within sixty (60) calendar days of their last day of employment and, without an effective break in service (as described in Article 4.01(b)), subsequently secures a full-time or part-time regular job with the Corporation. Such employees will be subject to the terms outlined in Article 6.01.

Eligibility for benefits will be in accordance with the applicable Articles of the Collective Agreement (i.e. 17.02 and Article 18).

4.05 Seniority Accrual on Seniority List

Employees laid off and placed on the recall list shall continue to accrue seniority during such period of lay-off.

4.06 Seniority for Part-Time Employees

Part-time regular employees shall be credited with seniority on a pro-rata basis in proportion to the hours of work for a full-time employee, to a maximum of a full-time regular employee, as calculated on a bi-weekly basis. Seniority accrual will be based on the employee's scheduled non-overtime hours (i.e. base hours plus voluntary additional hours which are worked during a regular work day/week). In situations of part-time employee absence, seniority accrual will be in accordance with base hours only.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

4.07 Seniority Accrual While on Leave

Periods of illness or injury, vacation, trial period in a position outside the bargaining unit or approved leave of absence will not constitute a break in continuous service provided membership is maintained in the Union.

4.08 Seniority Calculation

Seniority will be calculated on the basis of calendar days of employment as a member of the bargaining unit during a period of uninterrupted service with the Corporation as a regular employee. Part-time regular employees will earn a proportion of calendar days in accordance with Article 4.06.

4.09 Labour Relations Code - Inclusions and Exclusions from Bargaining Unit

- (a) Upon a decision by the Labour Relations Board or agreement by the parties, that an employee and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the employee involved will be granted seniority credit for the period of exclusion.
- (b) Employees excluded under the Labour Relations Code of B.C. or by agreement of the parties, and thus required to withdraw from the bargaining unit, shall be credited with all seniority accrued pursuant to this Article as follows:
 - (i) such employees shall have the right to exercise bumping rights as defined in Article 8.02 in order to remain in the bargaining unit, provided the employee elects this option within two (2) weeks of being excluded from the bargaining unit.
 - (ii) such employees may apply to vacant positions in accordance with Article 7, with full seniority rights, for a period of six (6) months following exclusion from the bargaining unit.

4.10 Seniority List

- a) The Corporation shall maintain a seniority list.
- b) Such lists shall include: name, employee number, date upon which service at the Corporation commenced, the adjusted start date for seniority purposes, ranking, position, department, and division.
- c) The Corporation will allow employees to have self-service access to their seniority ranking.
- d) Lists shall be sent to the Union twice per year, in January and in July.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- e) Upon written request from the Union, The Corporation will provide the Union with an up-to-date seniority list within seven (7) working days of such request. Such a request will be made not more than twice yearly.
- f) The accuracy of these lists may be challenged by the Union and/or an employee. Lists will be rectified should errors be identified.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	Article 5	ARTICLE 5 – EMPLOYMENT, DISCHARGE AND TERMINATION	

ARTICLE 5

EMPLOYMENT, DISCHARGE AND TERMINATION

5.01 Notice of Appointment to New Employees

All new employees will receive a notice of appointment setting out the date of hire, job title, salary, and employment status in accordance with Articles 6.02 to 6.05 inclusive of this Agreement. If status is that of a full or part-time temporary employee, this notice shall also indicate the nature of the project and expected duration of employment.

5.02 Probationary Periods

- (a) A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of six (6) months. Employees shall be eligible for benefits as described in Article 6 of this Agreement after completing three (3) months or sixty (60) paid days of employment, whichever shall last occur.

A temporary employee who enters a regular position which is a different job title and classification from their previously held position shall be subject to the same probationary period as a new employee, as described above. Such an employee will be eligible for welfare benefits in accordance with the conditions set out in Article 6.02(b) of this Agreement. The employee may be terminated during this period as a result of inadequate performance and will receive payment in accordance with Article 5.02(b).

- (b) An employee may be terminated during their probationary period **for just cause.**
Employees terminated on probation will be with:
- (i) five (5) days' notice or pay in lieu of notice if the employee has sixty (60) paid days or less of employment with the Corporation;
 - (ii) ten (10) days' notice or pay in lieu of notice if the employee has more than sixty (60) paid days of employment with the Corporation.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

The probationary periods as described above may be extended by mutual agreement of the parties.

(c) If a probationary employee moved their home 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 in order to accept the job with the Corporation, they shall be reimbursed for up to one (1) thousand dollars of moving expenses if terminated on probation.

5.03 Competency Related Inadequacies

- (a) In situations where it can be demonstrated that a regular employee, not covered by Article 5.02, is failing to meet the performance expectations of their job due to competency-related inadequacies, the following provisions will apply:
- (i) the Corporation will provide a written notice to the employee, with a copy to the Union, outlining the inadequacies.
 - (ii) the supervisor and the employee will work together, for a period of not less than three (3) months, in an endeavour to raise the employee's performance to an acceptable level of competency.
 - (iii) the employee will be apprised of their progress during the aforementioned period at intervals of not less than one (1) month.
 - (iv) the employee will be permitted to have a job steward or union representative present at all meetings.
- (b) Where an employee's performance fails to improve to an acceptable level by the end of the above-stated period, the Corporation will endeavour to place the employee in a job more suited to the employee's aptitude, skills and abilities. In doing so the Corporation will endeavour to place the employee in a vacant position as close to their former salary group and work location as possible. In such instances, the Union will cooperate by waiving job postings, as required. Where necessary, employees placed in such positions will be provided with an orientation period of four (4) months.
- (c) Should no job be available which is suitable to the employee's aptitude, skills, and abilities, their employment may be terminated in accordance with Article 5.05. Following termination, the employee will be considered for any job vacancy which comes available within the following six (6) months that is suited to the employee's aptitude, skills and abilities.
- (d) The period devoted to performance improvement will not be less than three (3) months, unless otherwise agreed by the parties, and may be extended by mutual agreement of the parties.

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For the Union

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5.04 Discharge, Suspension Written Notification

Employees may be discharged for a serious breach of discipline or conduct without notice.

Reasons for suspension or dismissal shall be in writing and issued to the employee and the Union by the close of business, the work day following the suspension/dismissal.

5.05 Written Notification - Non-Culpable Termination

Employees who have completed their probationary period under 5.02 above, and who are terminated for reasons other than just cause, shall receive a minimum of ten (10) working days' notice, or pay in lieu of notice, unless otherwise specifically provided in this Agreement. Copies of all termination or discharge notices will be provided to the Union at the same time as they are issued. Unless agreed with the Union, no employee who has completed their probationary period as described in Article 5.02 will be terminated during absence due to illness (except as provided for in Article 17.07), authorized leave of absence of any kind, or while under the provisions of a long term disability program.

5.06 Termination of Employees on Layoff

Employees on lay-off in accordance with the provisions of Article 8, who are not recalled during the recall period, will be deemed terminated.

5.07 Personnel Files and Performance Assessments

(a) Personnel Files

- (i) A personnel file shall be maintained by the Corporation for each bargaining unit employee. Such a file may exist in hard copy and/or electronic form, and shall contain the following information (where applicable):

- letters of commendation.
- disciplinary documentation relating to incidents of culpable misconduct.
- factual information pertaining to the employee's work history, such as positions held, records of Acting assignments, salary history, etc.
- documentation pertaining to the employee's work performance.

In addition to the above-noted information, other ancillary files may contain information concerning the employee's employment. The

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existence of any such ancillary files will be made known to the employee upon request.

- (ii) It is the intent that the personnel file be kept current, and that circumstances which require attention be brought forward without undue delay. A copy of all documents placed on an employee's personnel file, which are not of a routine administrative nature, will be provided to the affected employee at the time of filing.
- (iii) An employee may make entries into their personnel file for any reason. A copy of any such entry shall be provided to the employee's manager at the time of filing.

(b) Employee Access to Personnel Files and Ancillary Employment Information

An employee shall have the right to review information pertaining to them from their personnel or ancillary files at any time, upon reasonable notice. The information will be made available within three (3) working days or such longer period as may be reasonable due to postal service. An employee may request and shall receive a copy of any employment record or document pertaining to them which is contained in their employment files.

An employee's right to access information pertaining to them from employment files will not apply to circumstances where that information is privileged, or restricted by act or statute.

(c) Union Access to Employee Information

The Union will have the same right of access to employment information as the employee, as set out in the preceding clause, providing the employee gives their authorization to the Corporation in writing. The authorization will not give repeated right of access to the Union unless the employee so stipulates. In giving the Union such access, the employee agrees to hold the Corporation harmless with respect to the Union's stewardship of that information).

(d) Purging Personnel or Ancillary Files

The Corporation agrees to remove from an employee's personnel file any adverse report, which is of a punitive nature, after eighteen (18) months provided no further such reports have been issued within that period.

All references to probationary notices will be removed from the employee's file after eighteen (18) months have passed since the successful completion of the probation and subject to the employee being actively employed and maintaining an acceptable level of performance during that time.

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An employee may request the removal and destruction or amendment of any document in the personnel or ancillary files which they feel is irrelevant to their employment, or which would be prejudicial to the employee in an employment decision. Such request will not be unreasonably denied.

In the event that a document is so destroyed or amended, the Corporation agrees not to refer to the existence of the original document or circumstances in any hearing.

(e) **Performance Assessments**

Where a formal assessment of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provision shall be made on the assessment for the employee to sign it. Such signature shall not be evidence of agreement or disagreement with the assessment. A copy of the assessment shall be provided to the employee after they have signed it, and such assessment shall not be changed without the knowledge of the employee.

(f) **Letters of Expectation**

The Corporation agrees to remove from an employee's personnel or ancillary files any letter of expectation after eighteen (18) months provided no similar reports have been issued within that period.

5.08 Burden of Proof

In all cases of discipline, the initial burden of proof of just cause will rest with the Corporation.

5.09 Workload

The Corporation agrees to make every reasonable effort to ensure that the workload is evenly distributed amongst employees within the same job classification, department and headquarters.

Where the Union has reason to believe that workload is not evenly distributed, as described above, the matter will be referred to the Joint Consultation Committee for resolution before a grievance is initiated.

When new programs, systems, or processes materially affect employees' work, the Corporation shall notify and consult with employees and the Union in advance, allow feedback and suggestions, provide necessary training or resources, and consider input before implementation, except in urgent operational or safety situations.

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5.10 Time Limit for Applying Discipline

The discipline, discharge or termination of any employee must be issued by the Employer within thirty (30) calendar days of the date that the infraction occurred.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 6	<i>ARTICLE 6 – EMPLOYEE DEFINITIONS AND BENEFITS</i>	

ARTICLE 6

EMPLOYEE DEFINITIONS AND BENEFITS

Except as specifically limited in this Article, or as limited elsewhere in this Agreement, all employees shall receive all of the benefits and provisions of this Agreement.

6.01 Benefit Waiting Period

Definition

For the purpose of determining benefit entitlements, all employees entering service with the Corporation except as defined in 6.05 or as otherwise provided for in this Agreement, shall be subject to a benefit waiting period for the first three (3) months or sixty (60) paid days of employment, whichever shall last occur. During the benefit waiting period the following shall apply in accordance with Article 4.03:

The employee,

- (a) shall not attain seniority until completion of the probationary period as defined in Article 5.02;
- (b) may be terminated in accordance with Article 5.02(b), and will not be considered laid off or have any rights of recall;
- (c) shall not be entitled to benefits under technological or procedural change;
- (d) shall be eligible to apply for other positions within the bargaining unit, except that selection preference will be equal to that of an outside hire.

6.02 Full-Time Regular Employees

(a) **Definition**

A full-time regular employee is one hired to fill an ongoing position vacated by a regular employee or to fill a new position or additional position which is of a continuing nature.

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(b) **Benefit Limitations**

Full-time regular employees shall be entitled to all benefits of this Agreement except as limited during the benefit waiting period. During the benefit waiting period full-time regular employees shall not be eligible for coverage under the Dental Plan and the Long Term Disability Plan, but shall receive coverage under the B.C. Medical Plan, the Extended Health Benefits Plan and the Group Insurance Plan.

Upon completion of the benefit waiting period, a full-time regular employee will be credited with service back to the date of hire for the purpose of determining all the benefits under this Agreement.

Except as provided for in 6.04(a)(ii), by agreement with the Union the Corporation may hire a temporary employee to fill a full-time regular position as defined above.

A full-time temporary employee who is successful in securing a regular position while a temporary employee shall have the term of employment since their last date of hire as a temporary employee applied towards the waiting periods for all welfare benefit plans. Those who have served the required waiting periods will be immediately eligible for coverage under those welfare benefit plans provided to full-time regular employees.

6.03 Part-Time Regular Employees

(a) **Definition**

A part-time regular employee is one hired to fill a position which is of a continuing part-time nature. Except as may be varied below, a part-time regular employee will work according to a regular part-time schedule, but unless agreed with the Union, will not work more than 75% of the normal monthly hours as established in Article 12.

Employees who work more than 75% of the normal monthly hours shall be considered as a full-time regular employee and will receive all benefits thereto. A part-time regular employee's schedule may be varied by agreement with the employee. Part time Regular schedules will provide for not less than 10% of normal monthly scheduled hours as established in Article 12 or other hours of work articles, and no less than four (4) hours per scheduled shift.

(b) **Hours of Work**

Part-time regular employees may be regularly scheduled to work up to the normal hours in a work day, as defined elsewhere in this Agreement. By agreement with the part-time employee and the Corporation, part-time regular employees may be regularly scheduled to work up to nine and one-half (9.5) hours per day at straight time. In addition to scheduled base hours, extra hours may be offered on a voluntary basis to the maximum number of hours normally worked by a full-time regular employee. Either a Job Steward or a local Union Officer will be notified prior to implementation of such an arrangement.

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(c) **Benefit Limitations**

- (i) will conclude their probationary periods after having worked the equivalent hours as described for the probationary period.
- (ii) will be credited with seniority and service back to date of hire upon completion of the probationary period, and such credit during that period and henceforth shall be in accordance with the hours worked for the Corporation provided the employee retains membership in the Union for that period.
- (iii) will be laid off in accordance with the principle of inverse seniority within their department.
- (iv) will be entitled to coverage under the Dental Plan, Long Term Disability Plan, group life insurance plan, B.C. medical services plan and Extended Health Benefits Plan on a cost share basis in accordance with hours worked. The percentage of premiums paid by the employee will be determined, based on the rolling average of the percentage of full-time hours worked over the previous six (6) pay periods.

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

- (v) will be entitled to receive sick leave on a pro-rata basis to cover scheduled days of work.
- (vi) will be remunerated for statutory holidays, as set out in Article 16.01, at the rate of 5.2% gross earnings, and shall receive 2% of gross earnings for each week of earned vacation entitlement, as provided for in Article 15.03, during each calendar year. A part-time regular employee who wishes to take vacation upon completion of the service requirements may request the applicable percentage of earnings to date, subject to a maximum of four (4) ~~two (2)~~ such requests in a calendar year. The amount paid out in such instances will be deducted in the calculation of vacation and holiday pay at year- end. The above compensation represents the part-time employees' total claim for vacation and holiday pay, except that at the discretion of the Corporation such employees may be paid for holidays as they occur provided such is deducted from total compensation above.

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- (vii) may be terminated in accordance with this Agreement, except that pay in lieu of any notice shall be calculated on the basis of scheduled working days or hours within the period of required notice. Any severance pay which may be due as a result of action taken under Article 8 will be calculated on a pro rata basis in relation to the time worked.
- (viii) will receive salary step increases in accordance with their accumulated service.
- (ix) part-time regular employees will have the right to apply for full-time regular positions within the Corporation after the completion of their probationary period but seniority shall be determined under (ii) above. Part-time regular employees who apply to a full-time posting in their current job classification and in the same headquarters that they currently work will not be subject to Article 7.07(a).
- (x) will have their salaries calculated by multiplying their appropriate hourly rate times the hours worked.

6.04 Full-Time Temporary Employees

(a) Definition

Full-time temporary employees may be hired without job posting under the following conditions provided they are paid not less than the rate for a full daily shift for each day worked and are working a normal work week schedule as established under Article 12 or Article 13. It is the intent that the Corporation will appoint regular employees within the applicable department to acting positions within that department wherever practical in advance of hiring temporary employees.

Should no full-time regular employee be available from within the applicable department, upon an employee's written request, the Corporation, where practical, will use full-time regular employees from other departments within the same headquarters. Such usage will be subject to the availability of employees who are capable of performing the work, and the practicality of releasing such employees from their current/regular work assignment(s).

- (i) Full-time temporary employees may be hired in connection with specific temporary projects or temporary variations in work where such project or variation is for six (6) months or less. The parties, by mutual agreement, may agree to a period in excess of six (6) months.

During a period of continuous service, full-time temporary employees will earn service credits towards eligibility for length of service increases as per Article 11.06.

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Full-time temporary employees who assume a lower level position during a period of continuous employment will receive a salary in the lower level position which is commensurate with their accrued service; that is, their rate of pay will be determined on the basis of having accrued their period of continuous service in the lower level job in the first instance.

- (ii) Notwithstanding 6.04(a)(i), full time temporary employees who are hired to replace a full time regular employee absent on maternity leave and parental leave may be hired for the duration of the leave.

Full time temporary employees who are hired to replace a full time regular employee absent on long term disability ("LTD") may be hired for the duration of the LTD up to twelve (12) months from the date LTD commences, without receiving extension approval from the Union.

Full-time temporary employees may be hired for employee replacement during vacations, sick leave, leave of absence and to fill vacancies temporarily while jobs are being posted and filled as follows:

Type of Leave Replacement	Duration
1. Vacation Leave	A maximum period of thirty-five (35) days, plus any vacation carry over under Article 15.10.
2. Sick Leave	A maximum period of four hundred (400) hours of sick leave is provided.
3. Leave of Absences	
(i) Bereavement Leave	A maximum period of five (5) days is normally granted. This may be extended.
(ii) Special Leave	An indeterminate period. *
(iii) Court Leave	An indeterminate period. *
(iv) Maternity Leave	A maximum period of seventeen (17) weeks.
(v) Parental-Adoption Leave	Non-Birth parent or adopting parent: A maximum period of sixty-two (62) weeks. Birth Mothers: A maximum period of sixty- one (61) weeks (in addition to maternity leave). Note: If Article 19.06(e) is applicable, then the duration of the leave replacement shall be extended by the additional leave

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	granted, and is not to exceed the maximum entitlement provided under Article 19.06(f).
(vi) Public Office Leave	An indeterminate period. *
(vii) Leave Without Pay	Ten (10) consecutive working days in any calendar year.
(viii) General Leave Without Pay	An indeterminate period.
(ix) Military Leave	A maximum of four (4) weeks per year.
(x) Education Leave	A maximum period of twelve (12) months.
(xi) Long Service Leave	A maximum period of twelve (12) months.
(xii) Compassionate Care Leave	Period of leave to be taken in accordance with the BC Employment Standards Act and Article 19.15.
4. Filling Posted Positions	Article 7.01(b) would apply. **
5. Long Term Disability	In instances where a Regular Employee is absent due to being on Long Term Disability and where a Temporary Employee is required the duration of the leave replacement shall be a maximum period of twelve (12) months, without receiving extension approval from the Union.

* No specific duration is set by the Collective Agreement.

** The selection process normally takes six (6) to eight (8) weeks to complete.

(b) **Benefit Limitations**

Full-time temporary employees shall be entitled to all the benefits of this Agreement, except that full-time temporary employees:

- (i) will be governed by Article 6.01 during their probationary period;
- (ii) will not have any rights under the layoff and recall provisions of Article 8. However, the Corporation will advise such employees of a pending layoff as early as possible;
- (iii) will not have any rights under technological or procedural change;

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- (iv) will be paid 11.2% of gross earnings with each pay period in lieu of annual vacation and general holiday leave;
- (v) will not be entitled to coverage under the Dental Plan, Long Term Disability Plan, Group Life Insurance Plan, B.C. Medical Services plan, or Extended Health Benefits Plan. In lieu thereof, full-time temporary employees will be paid at the rate of 108% of the rate they would have otherwise attained;
- (vi) will be entitled to benefits under the short term disability plan upon the completion of their benefit waiting period in accordance with Article 17.03;
- (vii) can apply for other bargaining unit positions and receive selection preference in accordance with Article 7.03(c) after completion of the probationary period. If selected, the Corporation may require the temporary employee to fulfil their temporary assignment before commencing their new position.

6.05 Part-Time Temporary Employees

(a) Definition

Part-time temporary employees will work less than 75% of the regularly scheduled hours per day and/or week and/or per month as set out in Articles 12 and 13 and such work will be in connection with a specific part- time temporary project which will be for six (6) months or less unless otherwise mutually agreed by the parties.

(b) Benefit Limitations

Unless otherwise specifically agreed by the Union, part-time temporary employees will be paid an hourly rate which will be 108% of the hourly rate which is at the mid-point of the salary range for the appropriate classification. The enhanced rate shall be in lieu of all other benefits except that any benefit required by law will be in addition to the enhanced rate.

Part-time temporary employees will receive 11.2% of gross earnings at termination in lieu of holiday pay as set out in Article 16 and in lieu of vacation entitlements.

(c) Term of Employment

Part-time temporary employees may be hired for up to six (6) months for part-time regular employee replacement during vacations, sick leave and leave of absence.

Part-time temporary employees who are hired to replace a part time regular employee absent on long term disability ("LTD") or Maternity/Parental leave may be hired for the

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duration of the leave but not to exceed the length of the leave for Maternity/Parental leave and twelve (12) months for LTD.

6.06 Work Experience Students

Individuals who are granted work experience status will not be considered employees for the purposes of this Agreement and will receive no pay. Work experience students will not be used in a manner which results in the denial of an opportunity that would otherwise be offered to a regular employee, and will not be used to fill regular or temporary vacancies.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	Article 7	<i>ARTICLE 7 – JOB POSTINGS AND COMPETITIONS</i>	

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.

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

- (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

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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). For mass postings, the information provided to the Union will include the originating position of the successful applicants.
- (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

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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.

7.02 Appointments to Jobs

Except as otherwise provided in this Agreement, employees may apply for regular positions during their probationary/assessment period, as described in Article 5.02, but will receive consideration as an outside applicant. Temporary employees who are successful in attaining a regular position may be held in their temporary positions until the conclusion of their temporary assignment, at the Corporation's option.

7.03 Job Selection

- (a) Except as limited in Articles 6.01(d) and 7.02, preference in appointment to bargaining unit positions will be given to regular employees of the Corporation who are members of

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the bargaining unit. For the purposes of this clause, employees on the recall list are considered regular employees.

- (b) Job selections and promotions shall be on the basis of knowledge, skills and ability to perform the vacant job (as at the time of posting). Where the knowledge, skills and ability are relatively equal, seniority will be the determining factor.

In cases where two (2) or more employees have the same seniority date, and one (1) of those employees will be selected for a posted position, if all other things are equal, the date of the employee's first application for employment with the Corporation will determine the order of seniority.

- (c) After employees covered by Article 7.03(a) and except as limited by Articles 6.01(d) and 7.02, preference in appointment to bargaining unit positions will be given to temporary employees who are members of the bargaining unit.
- (d) The Corporation will consider referrals for jobs in the bargaining unit from the Union in the event that the vacancy cannot be filled from within the Corporation.

(e) No employee shall be eliminated from candidacy for a position on the basis of non-culpable absenteeism including long-term disability leave.

7.04 Job Selection Disputes

- (a) The Union will initiate the grievance at Stage III of the Grievance Procedure as set out in Article 3 within fifteen (15) calendar days of the date the employee received written notification/email.
- (b) In cases where a selection grievance is initiated, the selected employee may assume the position on a temporary basis until the grievance has been resolved.

Where the placement of the selected employee would involve the relocation of that employee's principal residence and the Corporation elects to fill the position, it will be filled on an interim basis (either through an acting, alternate or temporary assignment), pending resolution of the grievance. In such an instance Article 7.01(j) will not apply.

- (c) The parties agree to expedite the resolution of job selection disputes by utilizing a binding alternate dispute resolution process.
- (d) In the event of a re-selection for a regular position as a result of a selection grievance or Alternate Dispute Resolution (ADR) award, any employee involved in the re-selection may select a Job Steward from within the same headquarters to witness the re-selection. The Job Steward will be entitled to be present for all re-selection interviews and tests, with no loss of pay.

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7.05 Limited Postings and Standing Applications

- (a) Job vacancies in Salary Group 3 will be posted in the applicable headquarters only.
- (b) Any job vacancy in Salary Group 4 at any headquarters within any of the cities and municipalities of Vancouver, Burnaby, New Westminster, Coquitlam, Surrey, Delta, Richmond, West Vancouver and North Vancouver will be posted at all Corporation work locations within all of those cities and municipalities.
- (c) Job vacancies in Salary Group 4 at any headquarters other than those described in Article 7.05(b) above will be posted at the applicable headquarters only.
- (d) Should any employee wish to be considered for any specific job in Salary Groups 3 and 4, which the Corporation is not required to post at their headquarters, they may apply by submitting in writing a standing application for that job to the Manager, Recruitment Services. The employee in such instances will be advised of all vacancies and selections for that job on the same basis as if the specific job were bulletined. The employee will have complete recourse to the Grievance Procedure as outlined in this Article to resolve any dispute.

Standing applications will not be accepted for positions in Salary Group 5 and above.

Employees are required to reaffirm their standing application every four (4) months.

7.06 Agreed Trainee Jobs

- (a) The purpose of a trainee classification is to provide for the upgrading of an employee's knowledge, skills and abilities under a coordinated training program in order to meet the requirements of an end level position, and to define a salary progression which is commensurate with the employee's satisfactory progress through the training program.

Where a need for trainees is identified, the pay group for that trainee position will be established through the application of Article 10. The length of the training period appropriate to the trainee position and the salary progression through the trainee salary range, will be established by mutual agreement of the parties.

Upon successful completion of their trainee program, trainees will be classified to the end level job and confirmed to a permanent headquarters.

- (b) Any employee will have the right to grieve any selection or decision under 7.06(a) in accordance with the procedures of this Article.

(See Appendix "D")

7.07 Lateral Transfers

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For the Union

For the Employer

- (a) ~~Except as agreed to by the parties, or where there are no other fully qualified eligible applicants, or as set out in Article 6.03(c)(ix), the Corporation will not accept an application by a regular employee for a lateral transfer to the same job in a different location unless eighteen (18) months have elapsed since the date the employee was last hired or secured a transfer, promotion or voluntary demotion pursuant to this Article provided the voluntary demotion was not for health reasons.~~

Except as agreed to by the parties, or where there are no other fully qualified eligible applicants, or as set out in Article 6.03(c)(ix), the Corporation will not accept an application by a regular employee for a lateral transfer to a different job within the same pay grade as their present job, unless six (6) twelve (12) months have elapsed since the date the employee was last hired or secured a transfer, promotion or voluntary demotion pursuant to this Article provided the voluntary demotion was not for health reasons.

The following provisions govern the determination of the start date in a position for the purposes of applying the above:

(i) Promotions

The effective date of the employee's appointment, or four (4) weeks from the date of written notification of selection, whichever first occurs.

(ii) New hires, transfers and demotions

The effective date of the employee's appointment in the new position.

Each employee will be advised, in writing, of their start date (as calculated above).

- (b) Trainees who successfully complete their training program, and who are reclassified to the end-level position, will be eligible to apply for a lateral transfer following twelve (12) months from the date of reclassification.

- (c) Unless otherwise agreed by the parties, the above clauses will not apply in the following cases:

(i) the employee has moved location at the direction of the Corporation since they first secured a position pursuant to this Article, or

(ii) a placement has occurred due to the procedures set out in Article 8, Article 9, or any other placement of a non- voluntary nature.

- (d) Where restrictions on an employee's ability to access a lateral transfer expire during the term of a mass posting, the employee may become eligible for lateral transfers upon completion of the waiting periods outlined in 7.07(a) and (b) above, subject to all of the following:

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- (i) the employee submitted an application within the time period of the original posting;
- (ii) the location the employee is requesting becomes vacant after the date the waiting period expires (vacancy determined by the date the position request - HR241 is received in Human Resources);
- (iii) there remain no other qualified internal applicants, requesting the same location, who were eligible and selected into the mass posting inventory at the time of the original posting.

(e) The following provisions are understood and agreed upon:

The parties to this Agreement will cooperate in facilitating exchange transfers between regular employees to enable each employee's headquarters to be nearer their place of residence, subject to Article 7.07 and the following conditions:

- (i) this will be a voluntary action at the employees' request;
- (ii) there will be no expenses paid by the Corporation;
- (iii) the exchange transfer must be at equal job levels;
- (iv) the exchange transfer must be between employees who are each capable of performing the new job;
- (v) the Corporation must concur with the exchange transfer and such exchange transfer shall not be unreasonably denied, subject to Article 7.07;
- (vi) this will be a once only opportunity for any regular employee;
- (vii) the Corporation will establish a registry on the email system for employees who wish to exchange location with another employee.
- (viii) Regardless of whether an exchange transfer is available, the Corporation will consider individual requests for headquarter changes. These requests will not be unreasonably denied. If multiple requests are made at the same time, they will be granted in order of seniority.

7.08 Employee Initiated Requests to Revert to Full-Time Status

Where the Corporation has previously accommodated an employee's request to move from full-time to part-time regular status within a job classification and department, and the employee

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wishes to revert to full-time status in the same job classification and department, the Corporation will accommodate the employee, subject to the availability of a full-time position.

7.09 Return of Employees who were Formerly Members of the Bargaining Unit to Positions in the Bargaining Unit

The Corporation and the Union recognize that employees in bargaining unit positions may move to positions which are excluded from the bargaining unit, and that a return to the bargaining unit at a later date may be required or desired. In instances where an employee moves from a bargaining unit position to an excluded position, the Corporation may hold the employee's bargaining unit position, or a comparable position, open for a period of up to four (4) months in order to facilitate the individual's return to the bargaining unit.

Employees returning to the bargaining unit under the terms of this Article will be responsible for reimbursement of dues to the Union.

7.10 Employees on Leave During Job Posting Period

The Corporation shall ensure that employees on approved leaves of absence shall have access to view and apply for internal job postings while on leave.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	Article 8	<i>ARTICLE 8 – LAYOFF AND RECALL</i>	

ARTICLE 8

LAYOFF AND RECALL

8.01 Layoff

(a) Notification

If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the Corporation, the Corporation shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied.

(b) Temporary Assignments

Prior to layoff of any regular employees the Corporation will end the assignment of any temporary employee, in that department, provided the affected employee has the prerequisite qualifications or an equivalency to enable the employee to immediately perform the assignment such that there is no loss of productivity.

(c) Contractor (in-house) Assignments

Prior to layoff of any regular employee from a department the Corporation will, where practical, end the assignment of a contractor in that department provided the affected employee has the prerequisite qualifications or an equivalency to enable the employee to immediately perform the assignment such that there is no loss of productivity and provided the work is assessed to be at an equal or lower level to that being performed by the employee.

(d) Layoff by Seniority

The basic principle in applying layoff to any regular employee shall be layoff by seniority (i.e. the most junior employee in the department in the affected job classification shall be the first laid off, providing the retained employee can perform the job). (See Letter No. 2)

(e) Pre-layoff Canvass

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Prior to issuing formal notice of layoff to regular employee(s) under Article 8 or 9, the Corporation may, at its discretion, canvass all employees in affected job classifications, within affected departments to ~~invite-~~ offer the choice of the following:

- (i) Placement into other vacant regular positions in a job the employee previously held and performed at a satisfactory level, or an equivalent or lower level job within the Corporation, provided the employee has the prerequisite skills, aptitudes, education and experience, or equivalency, and can perform the job within the normal orientation period for the position, and/or,
- (ii) Resignation with severance pay as provided for in Article 8.03, except that such pay will be limited to a maximum of six (6) months. In addition, the Corporation may, at its discretion, canvass employees in other job classifications within affected departments, or other departments, divisions, headquarters and/or regions, who would not otherwise be affected, but whose positions could be used to place affected employees. Seniority will prevail where the Corporation limits the number of employees leaving.

The Corporation will advise the Union immediately of the results of the pre-layoff canvass. The Union will cooperate in any pre-layoff canvass by waiving postings as required.

8.02 Vacancy Rights and Bumping Rights

The Corporation will endeavour to place regular employees affected by layoff in other vacant positions within the region in which they are employed, provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such a period of orientation not to exceed that which is prescribed in the job profile. The Union will cooperate by waiving job postings as required.

The employee may elect to exercise their bumping rights if:

- (i) there are no positions available in the region, or
- (ii) the employee can bump into a position of higher pay grade than the position available, or
- (iii) the available position(s) would involve relocation that carried an entitlement to moving expenses under Article 20.08.

Should there be a position available which does not involve relocation which carries an entitlement to moving expenses under Article 20.08, and the employee does not elect to exercise their bumping rights, the employee will either accept such a position or be deemed to have

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elected layoff and receive severance pay in accordance with 8.03. Where an employee declines such placement into a vacant position, and elects layoff, their rights of recall will be limited to only those positions in a higher pay grade than the one offered at the time of layoff.

Bumping Rights

- (a) Subject to the limitations specified, any regular employee who is subject to layoff under the terms of this Agreement may bump the least senior employee from an equivalent or lower level job on the following basis:
- (i) the least senior employee in the same job classification (i.e. job profile); or
 - (ii) the least senior employee in a job the redundant employee previously permanently held since the date of last hire with the Corporation.

Provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

- (b) Any regular employee with less than two (2) years seniority may exercise their bumping rights in accordance with 8.02(a) in the following order:
- (i) in the headquarters where they are employed;
 - (ii) in any headquarters where they were previously employed.

Employees electing to exercise their bumping rights in accordance with item (ii) above will not be eligible for moving expenses as defined in Article 20.08 of the Agreement.

- (c) Any regular employee with more than two (2) years but less than eight (8) years seniority may exercise their bumping rights in accordance with 8.02(a) in the following order:
- (i) in the headquarters where they are employed;
 - (ii) in the region in which they are employed.
- (d) Any regular employee with more than eight (8) years seniority may exercise their bumping rights in accordance with 8.02(a) in the following order:
- (i) in the headquarters where they are employed;
 - (ii) in the region in which they are employed;
 - (iii) in the Corporation.

- (e) Employees who have the opportunity to exercise their bumping rights under Article 8.02(c) or (d) and who have the opportunity to bump into two (2) or more jobs will

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exercise their bumping rights within the same municipality or city prior to bumping Corporation-wide, except that such condition will not negate the employee's right to bump into the highest salary grade job available.

- (f) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.
- (g) Lack of space in a headquarters may require overflow premises to accommodate employees of a department who would otherwise be located in that headquarters if space permitted. Where this occurs, all such premises of that department shall be deemed to be a single headquarters for the purposes of establishing bumping rights under this Article.

8.03 Notice and Severance Pay

- (a) Any regular employee who is laid off will receive written notice of layoff and severance pay as follows:
 - (i) employees who have less than three (3) years' service with the Corporation since the last date of hire will receive ~~four (4) two (2)~~ calendar weeks' written notice;
 - (ii) employees who have three (3) or more years' service with the Corporation since the last date of hire will receive ~~six (6) four (4)~~ calendar weeks' written notice.

Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.02 will be laid off with severance pay, subject to a maximum of ~~seventy-three (73) fifty-two (52)~~ weeks, as follows:

- (i) ~~four (4) three (3)~~ weeks' pay for employees with up to two (2) full years service;
 - (ii) ~~three (3) two (2)~~ weeks' pay for each full year of service in excess of two (2) years, up to five (5) years;
 - (iii) ~~four (4) three (3)~~ weeks' pay for each full year of service in excess of five (5) years.
- (b) A regular employee who receives severance pay, if they return to work for the Corporation, will reimburse the Corporation for any portion of severance pay which exceeds the period of layoff prior to their return to work. An employee who receives severance pay because of more than one (1) layoff shall not receive total severance pay which will exceed the amount of severance entitlement defined in 8.03(a) (i.e. severance pay is not cumulative with each layoff).

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(c) Employees who are entitled to severance pay may elect to receive it in a lump sum, or to have their salary continued for the period of entitlement. Benefits and pension entitlement will continue during the period of salary continuance.

8.04 Salary on Transfer to Lower Level Jobs

A regular employee who transfers or bumps to a lower level job under the conditions of this Article will continue to receive their salary on such transfer along with increases on their appropriate anniversary dates provided, however, that they will not receive a salary which is higher than the maximum of the lower level job.

8.05 Reinstatement to Former Position

A regular employee who accepts a lower level position under this Article shall have the right to reinstatement of their former position or one substantially derived from it, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted and the employee shall receive the salary they would have attained assuming they had not transferred to a lower level job.

8.06 Recall List and Procedure

- (a) Employees with less than five (5) years continuous service shall be placed on a recall list for six (6) months. Employees with five (5) or more years continuous service shall be placed on a recall list for twelve (12) months.
- (b) Employees on the recall list will be considered automatic applicants to job vacancies posted in accordance with the provisions of Article 7, provided the position is within the department from which they were subject to layoff.

New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority and in the following order:

- (i) recall will first be offered to employees on the recall list who have five (5) or more years of seniority at the time of recall;
- (ii) should there be no employee on the recall list with five (5) or more years of seniority at the time of recall, or should eligible employees decline recall in accordance with 8.06(d) or (e) below, recall will next be offered to the employee on the recall list, who has previously worked within that region;

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- (iii) should there be no employee on the recall list eligible for recall under (i) and (ii) above, the Corporation may hire from outside the bargaining unit;
 - (iv) new in-house work (that is normally performed by bargaining unit employees) will not be contracted until employees on the recall list from the affected department, who have the prerequisite qualifications or equivalency to perform the job, are recalled in their order of seniority.
- (c) Employees who are recalled will be given a salary on rehire which is not less than the salary they would have received assuming they had not been laid off except that such salary will not be below the minimum or above the maximum of the salary range.
- (d) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have fourteen (14) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.
- (e) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which they were laid off at the same headquarters shall be terminated by the Corporation.
- (f) Employees on layoff will keep the Corporation informed of their current address for recall. Should an employee change their address during the period of layoff, they will inform the Corporation of such change by registered mail.
- (g) Should a temporary position become available at the headquarters from which an employee was laid off and for which the laid off employee has the prerequisite education and experience or equivalent to perform the job, the Corporation will attempt to contact the employee (by telephone) to determine their interest in the position. The employee's decision not to accept the position, whatever level it may be, will not prejudice their previously established rights of recall into regular position vacancies.
- (h) Should the affected employee accept the temporary position, their status during their employment with the Corporation in that position will be considered that of a regular employee except that they will continue to be eligible for recall into a regular position vacancy during their period of employment in the temporary position. In the event the employee is subsequently laid off while holding a temporary position, they will not be eligible to exercise their bumping rights and will be subject to recall in accordance with their original recall rights when laid off from a regular position. In such cases the employee's period of recall as defined in Article 8.06(a) will recommence. The terms of Article 8.03 will apply in total to an employee affected by this clause.

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Signed off this _____ day of _____ 20____

For the Union

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8.07 Copies of Recall Lists and Notices to the Union

Copies of recall lists and all notices of recall shall be sent to the Union office.

8.08 Regional Definitions

For the purpose of Article 7.05 and 8.02, the Province of British Columbia is divided into four (4) regions:

1. Vancouver Island;
2. The Lower Mainland, being the Greater Vancouver Regional District and adjoining municipalities extending north to include Squamish and Powell River and extending east to include Hope;
3. The Southern Interior, being that portion of the interior of British Columbia to the east of Hope extending to the Alberta border and to the north of Hope extending to the Trans-Canada Highway No. 1 and including communities located on the Trans-Canada Highway No. 1; and
4. The Northern Interior, being that portion of the interior of British Columbia north of the Trans-Canada Highway No. 1 excluding headquarters located in the Vancouver Island, Lower Mainland and Southern Interior Regions.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	Article 9	<i>ARTICLE 9 – TECHNOLOGICAL AND PROCEDURAL CHANGE</i>	

ARTICLE 9

TECHNOLOGICAL AND PROCEDURAL CHANGE

9.01 Notice of Change

The Corporation will provide the Union with as much notice as possible, but in any event not less than sixty (60) calendar days when a significant number of employees are affected, prior to introducing automation or new equipment or new procedures **including those relating to artificial intelligence (AI), automated processing, or digital workers/assistants (bots)** which could result in the displacement or downgrading of any regular employee covered by this Agreement. In any event, the Corporation may implement the change after the sixty (60) day period so long as the rights of employees under this Article are not abrogated.

In relation to providing the Union with notice of technological and procedural change, as set out above, the Corporation will meet with the Union during the first thirty (30) days of the sixty (60) day notice period to review planned implementation procedures, and to consider any alternative approaches proposed by the Union.

9.02 Cooperation in Placement of Displaced Employees

Prior to the application of the following procedures, the parties hereto agree that they will cooperate in facilitating the placement of employees displaced as a result of 9.01 above by attrition wherever possible.

The basic principle in applying displacement to any regular employee shall be last hired, first laid off provided the retained employee(s) can perform the job. (See Letter No. 2).

9.03 Displacement of Employees

Any full-time regular employee who is displaced under this Article will be entitled to the following considerations in the following order.

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The parties agree that the terms and conditions of Article 8.02 will apply in the event of bumping under this Article.

- (a) The Corporation will place the employee in an available position of equal salary grade within the same headquarters or within the same region that the employee can perform after appropriate training and orientation, the period of which shall not exceed three (3) months. The Union will cooperate with such placements by waiving job postings as required. The employee will either accept the available position (unless it involves relocation that would entitle the employee to moving expenses under Article 20.08), or elect to terminate and receive severance pay in accordance with 9.03(d).
- (b) If no position at an equal salary grade within the same headquarters or within the same region is available, or if such position is available and has been rejected by the employee because it involves relocation that carries an entitlement to moving expenses under Article 20.08(a), the Corporation will offer the employee an available position at a lower salary grade within the same headquarters or within the same region that the employee can perform after appropriate training and orientation, the period of which shall not exceed three (3) months. The Union will cooperate with such placements by waiving job postings as required.

The employee will accept the position being offered unless acceptance would involve relocation that would entitle the employee to moving expenses under Article 20.08(a), or unless the employee elects to exercise their bumping rights into an alternate position in accordance with Article 8.02. For the purposes of this Article, employees in the Northern Interior, Southern Interior and Vancouver Island regions will be allowed a one-time bump opportunity corporate wide after exhausting the options in Article 8.02. The exercising of these bumping rights, however, must result in the employee either securing a position in a higher pay grade than the one being offered, or securing a position in a location other than the location of the position being offered and which is consistent with the order of bumping as described in 8.02. In the event the employee does not accept placement in an available position for reasons other than described herein, the employee will elect to terminate and receive severance pay in accordance with 9.03(d).

- (c) When an employee who has been displaced under this Article cannot be placed or rejects placement because it involves relocation that carries an entitlement to moving expenses under Article 20.08(a), and subsequently elects not to exercise their bumping rights or exhausts their bumping rights, the employee will be laid off and will receive severance pay in accordance with Article 9.03(d). An employee who is laid off shall be placed on the recall list in accordance with the period defined in Article 8.06(a).
- (d) An employee who elects to terminate under 9.03(a) or 9.03(b), or who is laid off under 9.03(c), will receive severance pay in accordance with Article 8.03.

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- (e) An employee who is placed or bumps into a lower grade job will receive salary protection in accordance with Article 9.04.

9.04 Salary Protection

A full-time regular employee who is placed or bumps into a lower level job will receive salary protection effective from the date they assume the lower level job, as follows:

Period of Protected Salary Treatment

- (a) Up to and including three (3) years of service, one (1) month of protected treatment for each full year of service.
- (b) More than three (3) years of service, three (3) months protected treatment plus two (2) months protected treatment for each full year of service in excess of three (3) years.
- (c) More than five (5) years of service, entitlement will be as calculated per item (b), or twelve (12) months protected treatment, whichever is greater.

After the expiry of the protected salary period, the affected employee will have their salary red-circled if such is above the maximum of the lower level job.

9.05 Artificial Intelligence (AI)

- a) The Parties acknowledge the integration of generative artificial intelligence (“GenAI”) and algorithmic artificial intelligence (“AAI”) technologies in various sectors have raised significant concerns regarding employment security, data privacy, accuracy, intellectual property risks, environmental degradation and ethical considerations.
- b) GenAI is classified as any machine-based system, that for explicit or implicit objectives, is capable of generating content, decisions, predictions or any other outputs that mimic human-like responses, including but not limited to automated content creation, decision-making algorithms, and predictive modeling.
- c) The Parties explicitly acknowledge that GenAI tools shall not substitute for human judgement and creativity. Therefore, the Parties agree not to use, deploy or integrate GenAI technologies in any workplace processes and operations that may directly or indirectly have any impact on the work of the bargaining unit without mutual agreement of the Parties except as explicitly outlined in this Agreement.
- d) The Parties acknowledge that GenAI implementation could occur outside of the control of the employer, further to which that any GenAI function creep into existing processes

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and software not currently discussed or known would not immediately be in violation of this Agreement.

- e) The Parties shall notify each other if they become aware of any potential GenAI function creep, and the Parties shall determine if further discussions are required.
- f) Furthermore, the Employer shall be restricted in the usage of applied artificial intelligence (AAI) in the workplace. AAI shall refer to any machine-based system, that for explicit or implicit objectives, is capable of personal data collection of employees to analyze, monitor, surveil or assess employees for the purposes of recommending labour management actions to the Corporation. These include, but are not limited to, performance management, coaching, direction or assignment of work, or the processing of employment data such as payroll.
- g) The Corporation will not implement any artificial intelligence (AI) systems, including those involving automated processing or digital workers/assistants (bots), without consulting with the Union.
- h) The Corporation will develop a plan for the implementation of such systems, which will include provisions for training and support for employees who are impacted by the change, with a focus on retraining and redeployment to ensure continued employment. This plan will be shared with the Union to obtain feedback.
- i) The Corporation must disclose to the Union at the time of implementation, and on an annual basis thereafter, all AI technology being used within the Corporation including the business purpose of each tool or technology.
- j) The Corporation will make every reasonable effort to maintain the size of the workforce at its current complement and will not lay off any employees as a result of the implementation of AI systems.
- k) A Joint AI Review Committee shall be established consisting of three (3) management and three (3) employee representatives designated by the Union. The Management representatives must be involved in the planning, selection and implementation of AI technology and should include representation from both the Operations and Information Services.

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- i. The Committee shall function on a continuing basis and shall meet at least four (4) times per year, and at any other times the Committee deems necessary, under a rotating chairperson. The function of the Committee shall be to review the use of AI by the Corporation, discuss any planned future implementations, and provide feedback on said plans.
- ii. The Committee will also regularly review the impact of such systems on employees and will recommend adjustments as needed to ensure that employees are not adversely affected.
- iii. The Committee will meet during working hours, and such time will be paid as time worked.

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#10	Article 10	<i>ARTICLE 10 – JOB CLASSIFICATIONS – PROFILES - EVALUATION</i>	

ARTICLE 10

JOB CLASSIFICATIONS - PROFILES – EVALUATION

10.01 Job Classifications

All bargaining unit employees will be covered by a job classification which will be set out in Appendix "A."

The Corporation will provide a job profile and job evaluation sheets for each bargaining unit job classification set out in Appendix "A", and for each new job classification or revised job classification as established under this Article.

The Corporation will provide copies of job profiles and job evaluation sheets to the Union office at the time they are implemented. Job profiles will be available on the internal ICBC website.

The parties to the Agreement agree that it is in the best interest of all parties to maintain the job profiles in an up-to-date form. Completed Job Evaluations will be copied to the manager of affected employee(s), and Union within ten (10) days from being finalized by Compensation Services.

10.02 Job Classification Pay Grade Assignment

Job classifications will be described, evaluated, and assigned a pay grade by Compensation Services. New job classifications will not be posted on the internal ICBC website until the job profile has been prepared, evaluated and assigned a pay grade.

10.03 Changes in Duties and Responsibilities

Duties and responsibilities of job classifications may be changed by the Corporation subject to the changes being properly documented into the job profile. Such jobs will be evaluated and assigned a pay grade by Compensation Services.

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For the Union

For the Employer

10.04 Updating Appendix "A" - Job Classifications

Appendix "A" will be updated annually by Compensation Services to reflect completed evaluations. A copy of the updated Appendix "A" will be provided to the Union electronically on an annual basis.

10.05 Minor Duties

Job profiles prepared in accordance with this Article will summarize job duties and responsibilities, and will form part of this Agreement. Minor duties, which are ancillary to one (1) or more of the duties defined in the job profile, may be omitted provided such duties are related to those set out in the job profile, and provided such duties do not affect the value of the job.

10.06 Consultation with Affected Employee(s)

Job profiles will be prepared by Compensation Services after consultation with the affected employee or a representative group of affected employees and/or the appropriate manager(s). The job profiles will be developed on the basis of information gathered through this consultation as well as the input provided through the Position Questionnaire, which will be completed and initialed by the affected employee or a representative group of affected employees and/or the appropriate manager(s).

It will not be necessary to prepare Position Questionnaires for changes in job duties and responsibilities, which will be of a temporary or non-recurring nature.

~~10.07 Employee Initiated Disputes Related to Job Duties~~

- ~~(a) — If (an) employee(s) believe(s) a material change has occurred in the duties they perform they will speak with their manager to discuss their concerns, and may consult with a Job Evaluation Appeal Officer.~~
- ~~(b) — If the issue is unresolved by the meeting with the direct manager, the employee(s) will consult with a Job Evaluation Appeal Officer, who will discuss and document the specific duties that do not align with the job profile and send this information to the Manager, Compensation Services and the Union.~~
- ~~(c) — Compensation Services will acknowledge receipt within ten (10) business days, and if possible provide a comprehensive response, to the Job Evaluation Appeal Officer, with copies to the manager and Union.~~
- ~~(d) — Compensation Services will arrange for Compensation Analysts to rewrite the job profile if the scope and substance of the changes affect the rating of the job or the general nature of the job, within a reasonable amount of time.~~

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(e) — If the issue remains unresolved, the Job Evaluation Appeal Officer may file a grievance under Article 3.06.

10.07 Work in Lower Level Classifications

Employees may be required to temporarily perform lower level work provided such employees suffer no reduction in pay grade. It is the intent of this clause that the Corporation will not assign such work in a discriminatory manner.

10.08 Work in Higher Level Classifications

Employees may be requested to temporarily perform higher level work subject to such work being offered on an equitable and rotational basis to those employees capable of performing the work. In such instances, employees will receive salary in the acting capacity in accordance with Article 11.14 and 11.15.

10.09 Job Evaluation Plan

The parties agree that the amended Deloitte & Touche Job Evaluation Plan will apply during the life of this Agreement. It is the intent of this Article that all jobs will be classified fairly and equitably relative to each other.

The parties may explore alternate compensation plans during the life of this Agreement and may mutually agree to implement such plans.

10.10 Job Evaluation Appeal Officer Representative

The Union will appoint ~~two (2)~~ bargaining unit employees to be Job Evaluation Appeal Officers Representatives, selected in accordance with job qualifications determined and agreed to by the ~~Parties~~, to conduct job evaluation appeals on an as needed basis, in accordance with Article 10.12 of the Job Evaluation Appeal Procedure. The appointee(s) will conduct job evaluation appeal duties for which the Corporation will cover up to one half (.50) FTE of the cost. One (1) appointee will serve as the principal Officer and the other will serve as back up in situations of absence or excessive workload.

Job evaluation appeals will be focused on the area(s) in dispute following the completion of the process in Article 10.12 of the job evaluation appeal procedure and will take into account supporting baseline classifications in the Job Evaluation Plan. Such reviews will be carried out in an expedient and cost effective manner consistent with the timeframes set out in Article 10.12.

The Job Evaluation Appeal Officer Representative will be paid not less than the maximum of Salary Group 10 or their regular salary with the Corporation, whichever is greater, for the period(s) when they are acting as a Job Evaluation Appeal Officer Representative.

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The Corporation will pay for all reasonable expenses incurred by the Job Evaluation Appeal Officer Representative in the performance of their functions as set out in Article 10.12. Pay for time worked in connection with Job Evaluation Appeal Officer's Representative's duties will be limited to job evaluation appeal work related to 10.12 and will be paid at straight time earnings during regular working hours.

The Job Evaluation Appeal Officer Representative will adhere to standard Corporation policies, and will submit an accounting of time spent and associated expenses, together with a summary of activities related to each job evaluation appeal as and when required, which will be forwarded to the Manager, Compensation Services.

The Job Evaluation Appeal Officer Representative will coordinate with their manager which days will be for job evaluation work and which will be their regular job. Their workload in their primary position will be adjusted proportionately. schedule their time in such a way as to cause minimal disruption to their regular job with the Corporation. The Job Evaluation Appeal Officer will provide to their manager at least five (5) days' notice of any absence in relation to carrying out their duties in connection with this Article.

10.11 Job Evaluation Appeals

- (a) The Union may appeal new or existing Job Evaluations within sixty (60) calendar days from the date the Union is notified of the completed Job Evaluation: or upon notification from an employee of changed job duties. All notice of appeals by the Union shall be made in writing to Compensation Services and will include:
- (i) Position /Job Code being appealed;
 - (ii) reasons for appeal including the relevant job factors being appealed; and
 - (iii) if an existing position, the material change to the applicable job factors being appealed.
- (b) Compensation Services shall respond to the Union's notification by providing the following information within seven (7) calendar days from the date Compensation Services receives the written request:
- (i) job profile;
 - (ii) job evaluation factor analysis;
 - (iii) job questionnaire as appropriate;
 - (iv) additional information may be provided at the discretion of Compensation Services.

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- (c) Within thirty (30) calendar days of receipt of the Union's notice of appeal, Compensation Services shall provide a final written response in reply to the Union's notice of appeal.
- (d) If the Union does not agree with Compensation Services final reply per 10.12(c) then the Union may, within fifteen calendar (15) days, refer the matter to arbitration.
- (e) The parties agree to select an Arbitrator based on their expertise in job evaluation. The Corporation and the Union shall each pay an equal share of the fees and expenses of the Arbitrator in each case. It is agreed that, whenever possible, the parties will hold the arbitration hearings at either the Corporation's or the Union's offices.
- (f) The arbitration hearing shall be of an expedited nature. It is agreed that formal participation at the arbitration hearings shall, except at the discretion of the arbitrator, be limited to one (1) representative and one (1) supporting witness from each party, excluding the legal representatives of each party, if any. The Parties agree to utilize the alternate dispute resolution process "ADR" that occurs at least two (2) times per year.
- (g) The time limits referred to in this Article may be extended by mutual agreement, and such agreement will not be unreasonably denied.
- (h) For all position questionnaires filed after the ratification date of the 2014-2019 Collective Agreement, if an appeal commenced under Article 10.12 results in a change in salary group, the effective date of such change shall be the date upon which the position questionnaire was submitted pursuant to Article 10.07.

10.12 Pay Level Changes

Pay levels of job classifications set out in Appendix "A" will only be changed through the application of the Job Evaluation Plan and related procedures as set out in this Article.

Pay level changes will be back-dated to the day upon which Compensation Services is notified of a dispute as per Article 10.11(a).

The parties agree that the rating of jobs listed in the classification schedule forming Appendix "B" of the Pay Equity, as evaluated through submitted questionnaires, are correct as at their respective implementation dates(s). Such jobs will serve as a baseline for subsequent evaluations of new or amended jobs, and will be used by the parties in the resolution of job evaluation appeals.

10.13 Meetings with Compensation Services

To facilitate expeditious communication between the Union and Compensation Services, the Parties agree to hold monthly meetings to discuss appeals in process.

10.14 Job Evaluation Committee

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The Corporation and the Union shall jointly establish a Job Evaluation Committee with the following membership:

- a) three (3) representatives appointed by the Corporation (including a representative from compensation services)
- b) three (3) representatives appointed by the Union

The Committee will meet at least quarterly and shall select a Chairperson from among its membership; the position of Chairperson shall alternate between the Corporation and Union representative members on an annual basis.

The Job Evaluation Committee role is to review, analyze, discuss and attempt to resolve job evaluation appeal submissions under Article 10.11. The Committee shall meet during regular business hours, and employees participating in the Committee shall do so without loss of pay.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	Article 11	<i>ARTICLE 11 – SALARY ADMINISTRATION</i>	

ARTICLE 11

SALARY ADMINISTRATION

11.01 Pay According to Job Classifications and Salary Group

All employees covered by the Agreement will be classified and paid under one (1) of the job classifications and salary groups set out in Appendix "A" except that job classifications and salary groups subsequently developed under Article 10 will be included and form part of Appendix "A".

Should there be any conflict between the language of Article 11.01 and any other provision of the Collective Agreement, the language of Article 11.01 will apply.

11.02 Bi-Weekly Pay and Calculation

Employees will be paid on a bi-weekly basis with the bi-weekly salary calculated at 46.154% of the employees' normal monthly rate rounded to the nearest cent.

11.03 Hourly Rate Calculation

Employees' normal hourly rate for overtime and premium pay calculations shall be calculated to the nearest cent by dividing the employees' bi-weekly salary as established in Article 11.02 by seventy (70).

11.04 Minimum Rate

No employee will receive less than the minimum rate for the job.

11.05 Rate Upon Hiring

New employees will be hired at the minimum rate for the job except that the Corporation may hire up to the midpoint of the salary range at its option, to recognize related experience. New

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employees may be hired above the midpoint of the salary range provided agreement is reached with the Union.

11.06 Length of Service Increases

- (a) Except as limited by Article 11.07, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
- (i) all regular employees hired prior to the signing of this Agreement will retain their previously established length of service date unless promoted as per item (iii) below;
 - (ii) new employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire;
 - (iii) any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 11.08, and will have their length of service date adjusted to reflect their date of promotion.
- (b) An employee in Salary Group 3 will progress along the salary scale at six (6) month intervals until they reach the maximum of the salary range.

An employee in Salary Groups 4 to 13 will progress along the salary scale at one (1) year intervals except that an employee who is hired at or promoted to Step 1 will receive a length of service increase after six (6) months service. Such an employee will thereafter receive length of service increases at annual intervals until they reach the maximum of the salary range.

Except as otherwise provided in this Agreement, length of service increase dates will be moved back to reflect the number of working days taken as leave without pay whenever such leave exceeds one (1) calendar month.

- (c) An employee whose salary is on a step of the salary range will receive a length of service increase to the next step of the range. If an employee is promoted into a job in Salary Groups 5 to 13, and the new salary falls below the mid-point between Step 1 and Step 2 of the new scale, the salary will be set to Step 1 of the range. If a promoted employee's salary falls at, or above, the mid-point between Step 1 and Step 2 of the new range, the salary will be set to Step 2 of the range. An employee whose salary falls between any other steps on the salary range will receive length of service increases which equal the dollar difference between the steps in which the employee's salary fell before the increase except that no employee will receive a length of service increase which would place them above the maximum salary for the job.

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11.07 Withholding and Reinstatement of Length of Service Increases

Length of service increases as set out in Article 11.06 may only be withheld for inadequate performance and after the employee has been given written notice of their inadequacies and the intention to withhold, such notice to be given not less than one (1) calendar month prior to the date of the increase. The Union will be notified in writing of such action.

The length of service increase may be withheld for a period not to exceed three (3) calendar months but notwithstanding this, an employee will not be eligible for a length of service increase while on probation in accordance with Article 5.03 of this Agreement. When the employee has restored their performance, they will regain their position in the salary scale on a non-retroactive basis.

11.08 Rate of Pay upon Promotion

An employee who is promoted from one (1) salary group to another will receive no less than a one (1) salary step increase in wages. Where the employee is promoted to a salary group with a minimum salary level which is higher than the employee's rate of pay at the time of promotion, the employee will be moved to that minimum salary rate.

If an employee is within thirty (30) calendar days of moving to the next step within a salary group in their current position, the step will be honoured in their promoted role.

Employees who currently are paid at a rate of pay which is between wage steps in any given salary group, upon promotion, will receive no less than 5% increase above their current salary at the time of promotion including movement to the next higher salary step should the new rate, after the 5% adjustment fall between salary steps in the new salary range.

11.09 Pay on Performing Higher Graded Job Duties

An employee who performs part or all of a higher graded job on a regular continuing basis, daily or weekly, shall have the duties and responsibilities reflected in their job profile and pay grade as set out in Article 10.

11.10 Pay on Transfer to a Lower Level Job Voluntarily or Due to Inadequate Performance

Except as modified in this Section, an employee who transfers to a lower level job at their request or as a result of inadequate performance under Article 5.03 shall retain their salary provided such salary is not above the maximum of the lower graded job. If their salary is above the maximum it shall be reduced to the maximum of the lower graded job.

An employee under this clause who has less than six (6) months service in the higher level job will receive a salary under this clause on reverting to a lower level job which would be that salary

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which they would have attained assuming they had not transferred to the higher level job in the first instance.

An employee under this clause who has less than six (6) months service since being hired into the higher level job will receive a salary in the lower level job equivalent to that which they would have attained assuming they had been hired into the lower level job in the first instance.

An employee who has entered a trainee program for an end-level position which is at a higher pay grade, and who subsequently returns to their previous job at their request, or as a result of failure to successfully complete the requirements of the trainee program, will receive a salary under this clause on reverting to their previous job which would be that salary which they would have attained assuming they had not transferred to the trainee job in the first instance.

11.11 Pay on Transfer to a Lower Level Job for Health Reasons

An employee who transfers to a lower graded job as a result of poor health will have their salary regressed at a rate of one (1) salary step per year at each anniversary of the commencement in the work at the lower level job until their salary is reduced to the maximum of the lower graded job.

An employee who returns to work full-time to a lower graded job under the rehabilitation program of the LTD Plan shall receive the normal salary for the job classification for all hours worked (i.e. no more than the maximum step of the salary group for the job classification).

The difference between this present salary and their salary prior to disability will be paid through LTD benefit to provide up to 100% of their previous net pay, or to a lesser amount as may be determined by the maximum benefit payable through the LTD Plan.

An employee who returns to work part-time under the rehabilitation program of the LTD Plan shall receive the normal salary for the job classification for all hours worked (i.e. no more than the maximum step of the salary group for the job classification). The difference between this present salary and their salary prior to disability will be paid through LTD benefit to provide up to 85% (prorated) of their previous net pay.

Subject to changes being acceptable to the carrier.

11.12 Involuntary Transfers to Other Jobs

An employee who transfers to other jobs under the conditions of Article 8 or Article 9, shall receive salary treatment in accordance with the appropriate Articles. An employee who remains in the same job, but whose job rating is changed under Article 10, shall receive salary treatment in accordance with Articles 11.17 and 11.18(c).

11.13 Pay on Temporary Performance of Lower Grade Work

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For the Union

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An employee who temporarily performs lower graded work in accordance with Article 10 shall not suffer any loss of earnings or salary progression during such period.

11.14 Pay for Acting Appointments

(a) An employee who is temporarily appointed to a higher level position in an acting capacity will have their salary adjusted in accordance with Article 11.08 ~~except that no accrual adjustment will be made to the regular rate of pay before applying the promotion formula.~~ Such adjustments will apply for appointments of one (1) three (3) consecutive working days or more, in which case, the employee's salary will be adjusted from the commencement of such period.

(b) Notwithstanding the provisions of Article 11.14(a), an employee who is temporarily appointed to a higher level position in an acting capacity ~~which is two (2) levels or less shall be paid as per Article 11.08. receive full salary adjustment of 5% per salary group.~~

~~If a temporary promotion is three (3) groups or more above their current level, Compensation Services will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the period but the minimum increase will be two (2) groups.~~

(c) An employee who performs a higher level position in an acting capacity under the foregoing on reverting to their former position will receive the salary that they would have attained assuming they had remained in their former position.

(d) An employee's acting adjustment will be discontinued upon the discontinuance of the appointment in accordance with Article 11.16(a), except where the employee is unable to perform the acting assignment due to illness or injury. In such instances, the acting adjustment will be continued for either five (5) days or to the scheduled end date of the assignment, whichever occurs first.

(e) Where an employee is assigned additional duties, beyond the scope of their regular assignment, the provisions of Article 10 will apply.

11.15 Length of Service Increases during Acting Appointment

An employee who performs a higher level position in an acting capacity shall receive any length of service increases that they would have been eligible to receive in their regular position and will have the acting promotional increase applied thereto.

11.16 Notification and Limitation of Acting Appointments

(a) All acting appointment opportunities will be posted on the intranet for a minimum of five (5) calendar days and will follow the job selection process in Article 7.03 and 7.04.

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~~Where temporary acting appointments are posted on the intranet~~ When a posting has been filled, 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 three (3) ~~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 three (3) ~~six (6)~~ months, will be by mutual agreement with the Union. Mutual agreement shall not be unreasonably withheld.

11.17 Salary and Length of Service Adjustment on Reclassification

- (a) An employee whose position is reclassified to a higher pay group as a result of a change in job content, including stated job qualifications, will have their salary adjusted in accordance with Article 11.08, and will have their length of service date adjusted to reflect the date of reclassification.
- (b) An employee whose position is reclassified to a higher pay group without a change in job content will have their salary adjusted to the same point in the new range as they occupied in their former pay group, and will retain their previous length of service date.

11.18 Application of Wage Increases to Red Circled Salaries

- (a) If an employee's salary is in excess of the maximum salary for their position (i.e. is red-circled) prior to the granting of a general increase and their present salary becomes less than the new maximum for the range after applying the general increase to the range, they will receive the difference between their present salary and the new maximum of the range. They will receive the full value of any subsequent general increases during the term of this Agreement unless their salary again becomes red-circled prior to the granting of a subsequent general increase, in which case the treatment set out in this Article 11.18(a) will apply.

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- (b) If an employee's salary is in excess of the maximum salary for their position (i.e. is red-circled) prior to the granting of a general increase and their present salary continues to be more than the new maximum for the range after the general increase has been applied to the range, their salary will remain unchanged. At such point as their salary falls within the range as a result of the application of a subsequent general increase during the term of this Agreement, they will be treated as in Article 11.18(a) preceding.
- (c) Notwithstanding Articles 11.18(a) and 11.18(b), an employee whose salary is red-circled as a result of the application of Article 10 (Job Evaluation) will receive 100% of any general increase applied within a twelve (12) month period following the re-evaluation. Thereafter, the employee will receive 70% of all subsequent general increases, or the difference between their salary and the new maximum for their range after applying the general increase, whichever is greater.

11.19 Definitions

- (a) Protected salary treatment as described in Article 9.04 means that upon assuming a lower level job an employee will retain this existing salary and will receive all scheduled salary increases for the specified period.
- (b) Red-circled treatment where used in this Agreement means that an employee will retain their established salary but will not be entitled to any further salary increases until the maximum of the salary range for their job classification equals or exceeds their salary.

11.20 Placement during Period of Salary Protection

An employee who is in receipt of any form of salary protection will accept placement in a higher level position, up to the level of the job which attracted the salary treatment, which comes available at the employee's current headquarters provided they can reasonably perform the work. Otherwise, the employee's salary will be reduced to the maximum of the pay grade for the position they hold, and the Corporation will not be obliged to place the employee in any other such higher position.

11.21 Stipend for In-Person Work

In recognition of the unique and specific challenges of employees in customer-facing roles, the Corporation will pay an additional seventy-five cents (\$0.75) per hour to employees conducting in-person, customer-facing work.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	Article 12	<i>ARTICLE 12 – HOURS OF WORK</i>	

The Union proposes that the Parties discuss updates to the Hours of Work. In addition, the Union proposes amendments below:

ARTICLE 12

HOURS OF WORK

12.01 Claims Hours of Work

(a) Claims Department - Claim Centre Employees

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

- (i) Work day - seven (7) hours and fifty (50) minutes, Monday to Friday, broken by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day. Work may be scheduled to provide coverage from 7:30 a.m. to 6:00 p.m.
- (ii) Work period - nine (9) days every two (2) weeks. All employees will work four (4) days one (1) week, and five (5) days the opposite week. With respect to the weeks where employees would work four (4) days, they will have either Monday or Friday off.

All 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 when an employee is scheduled off, the employee will be scheduled off on the following day.

- (iii) Notwithstanding the above in sub-paragraph (a)(ii), an employee may volunteer to have Tuesday, Wednesday, or Thursday as their scheduled day off. The employee will make this intention known to the manager

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prior to the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.

- (iv) Employees will bid in order of seniority on their preferred rotating day off (Monday or Friday) prior to vacation sign up in each year. Any employee who voluntarily chooses Tuesday, Wednesday or Thursday will advise their manager prior to the commencement of the vacation bid for their department.
- (v) All employees will be advised of their day off prior to the vacation bid process commencing.
- (vi) Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies to those employees moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.
- (vii) Work scheduling and assignment - regular work periods will commence not earlier than 7:30 a.m. and end not later than 6:00 p.m. Starting times will be offered to employees on the basis of seniority within the applicable job classifications (subject to operational requirements respecting trainees, and the need to provide an adequate balance of resources).

(b) **Claims Branch Offices, Claims Resident Offices, and Salvage Operations Outside Lower Mainland**

The hours of work for full-time regular employees in the departments set out above are as follows:

- (i) Work day - seven and one-half (7.5) hours per day, broken by a one (1) hour unpaid lunch period at or near the mid-point of the shift. The duration of the lunch period and the starting time for the shift will be in accordance with current practice and subject to change under Article 12.08.
- (ii) Work week - five (5) days, Monday to Friday.

(c) — Centralized Estimating Facility

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

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(i) ~~Work day — seven (7) hours fifty (50) minutes per day, Sunday to Saturday. Work may be scheduled to provide coverage from 7:00 a.m. to 6:00 p.m.~~

(ii) ~~Work period — nine (9) days every two (2) weeks. In the case of a statutory holiday falling on an employee's scheduled day off, the employee will be scheduled off on the preceding day.~~

~~All CEF employees scheduled in accordance with Article 12.01 and LOU 3 of the Collective Agreement will bid in order of seniority on their shift schedule and/or preferred rotating day off prior to vacation sign up in each year and will be advised of their day off prior to commencement of the vacation bid process.~~

(d) **Commercial Claims**

The hours of work for all full-time regular Commercial Claims employees on the 9-day fortnight schedule are as follows:

(i) Work day - seven (7) hours fifty (50) minutes per day, Monday to Friday broken down by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day. Work may be scheduled to provide coverage from 7:00 a.m. to 6:00 p.m.;

(ii) Work period - nine (9) days every two (2) weeks. All employees will work four (4) days one (1) week, and five (5) days the opposite week. With respect to the weeks where employees would work four (4) days, they will have either Monday or Friday off.

All 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 when an employee is scheduled off, the employee will be scheduled off on the following day.

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

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- (iv) Employees will bid in order of seniority on their preferred rotating day off (Monday or Friday) prior to vacation sign up in each year. Any employee who voluntarily chooses Tuesday, Wednesday or Thursday will advise their manager prior to the commencement of the vacation bid for their department.
- (v) All employees will be advised of their day off prior to the vacation bid process commencing.
- (vi) Should an employee transfer, promote or demote to a different position or headquarters, the Corporation will not change the employee's scheduled day off without the employee's consent until the next vacation bid whereupon they will select their scheduled day off in order of seniority. This only applies to those employees moving from a Nine-Day Fortnight to another Nine-Day Fortnight position.

*note: this language excludes Commercial Claims Appraisers, Commercial Claims Examiners and Supervisors, Commercial Claims.

12.02 Data Centre Operational Services - Continuous Operations

The hours of work for full-time Data Centre Operational Services employees in continuous operations will be as follows:

- (a) Work day - 7:00 a.m. to 7:15 p.m. or 7:00 p.m. to 7:15 a.m. Starting times may be varied by mutual agreement of the manager and the employee(s).
- (b) Work week - three (3) days consecutive per week (except on shift change) Monday to Sunday and days off in accordance with Article 13.08.

Management and the employees may agree to variations in the duration of the work week to result in employees working fewer weekends in whole or in part throughout the year without impairing the efficiency of data centre operational services or adding to its operating costs. It is recognized that when this results in more than a three (3) day work week, the additional hours in that week over three (3) days will not be at overtime rates. In the event of failure to agree on an alternate work week variation, the three (3) days consecutive per week schedule will prevail.

- (c) Unpaid lunch period of thirty-five (35) minutes.
- (d) In the event an employee is scheduled for meetings or education courses on a day that would usually be scheduled off, then the employee will be paid at straight time for the duration of the meeting/course, subject to a minimum payment of 4 hours, and to the provisions of Article 13.08(c). If notice of less than twenty-four (24) hours is received, the employee affected will be paid at overtime rates.

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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, 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 - 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

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- (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).

12.04 Variable Business Week

Unless otherwise provided for in this Agreement, the hours of work for full-time employees in the following departments will be as follows:

(a) Claims Contact Centre

Hours of Operation: ~~Twenty four (24) hours per day, 8:00 a.m. to 8:00 p.m.,~~
Sunday to Saturday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

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

Employees may vary their work week above, subject to agreement between the employee and their manager (i.e. employees will not be required to vary their work week).

(i) Weekend Work Scheduling

Part-time regular employees will be scheduled for weekend operations (to a maximum of 50% of available part-time staff) prior to scheduling any full-time regular employees for weekend work except as mutually agreed to by any full-time regular employees.

Full-time regular supervisory employees may be scheduled to work weekends on a rotational basis, or as otherwise mutually agreed amongst affected staff.

(ii) Part-time Regular Employees

Part-time regular employees may be scheduled to work up to one hundred and twenty-six (126) hours per calendar month. In addition to scheduled base hours, extra hours may be offered on a voluntary sign-up basis in accordance with 6.03(b).

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For the Union

For the Employer

Extra hours which come available between Sunday and Saturday, and which can be scheduled to provide at least one (1) day of notice, shall be offered to part-time regular employees on a rotational basis by seniority. Other extra hours which come available during the work day between Sunday and Saturday will be offered to part-time regular employees in attendance at work on a seniority basis prior to offering such work to employees not in attendance.

Overtime rates will apply to all time worked in excess of seven and one-half (7.5) hours per day or in excess of the scheduled hours per day if the scheduled hours exceed seven and one-half (7.5) hours. Overtime rates will also apply to all time worked in excess of thirty- seven and one-half (37.5) hours per calendar week (i.e. Sunday to Saturday, inclusive).

Part-time regular employees who are required to work additional, previously unscheduled hours - i.e. beyond those designated as base hours and voluntary additional hours - will be compensated for time worked at overtime rates. This specifically relates to situations where employees are called in to work at a time that they would otherwise be scheduled off.

(b) Lower Mainland Salvage Operations (Queensborough)

Hours of Operation: 7:30 a.m. to 6:00 p.m., Sunday to Saturday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

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

(c) Driver Licencing Contact Centre, Licencing Unit, Violation Ticket Unit, and Adjudication Unit, Insurance Sales and Broker Governance, Insurance Customer Service and Broker Enquiry Unit [See also LOU 27 for BEU regarding four-day work week]

Hours of Operation: 7:15 a.m. to 9:00 p.m., 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.

Any shift starting after 12:01 p.m. will receive a shift premium in accordance with Article 13.01(b).

(d) Facilities (Service Desk)

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

Hours of Operation: 6:30 a.m. to 7:00 p.m., Monday to 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.

(e) Facilities (Building Operations Coordinators)

Hours of Operation: 6:30 a.m. to 6:00 p.m., Sunday to Saturday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

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

(f) Ongoing Services, Telecommunications Customer Services and Peripheral Operations, Application Systems Development, Operations and Technical Support (Victoria), and Systems Planning and Change Management (Victoria)

Hours of Operation: 6:30 a.m. - 9:00 p.m., Monday to Friday.
6:30 a.m. - 7:00 p.m., Saturday and Sunday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

Work Day: Seven and one-half (7.5) hours per day.

Any shift starting after 12:01 p.m. will receive a shift premium in accordance with Article 13.01(b).

(g) Driver Service Centres

Hours of Operation: 7:30 a.m. to 6:00 p.m., Monday to 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.

(h) Expressways

Work Week: Five (5) days, Monday to Saturday.

Work Day: Seven and one-half (7.5) hours per day, Monday to Saturday. The duration of the lunch period and the starting time for shifts will be in accordance with current practice and subject to change under Article

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For the Union

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12.08. However, starting times for shifts and business hours will be aligned with the mall hours in which the expressway is located.

(i) Traffic Camera Ticket Administration

Hours of Operation: 7:00 a.m. - 9:00 p.m., Monday to Friday.

7:00 a.m. - 6:00 p.m., Saturday and Sunday.

Work Week: Five (5) consecutive days per week, Sunday to Saturday.

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

(j) Customer Claims Specialists at the Centralized Claims Injury Centre (CCIC)

Hours of Operation: 6:30 a.m. - 9:00 p.m., Monday to Saturday.

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

Work Day: Seven (7) hours and fifty (50) minutes per day, Monday to Saturday broken by a forty (40) minute unpaid lunch period at or near the mid- point of the employee's work day. Work may be scheduled to provide coverage from 6:30 a.m. to 9:00 p.m.

Work Period: Nine (9) days every two (2) weeks. All employees will work four (4) days one (1) week, and five (5) days the opposite week. With respect to the weeks where employees would work four (4) days, they will have either Monday or Friday off.

All 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 when an employee is scheduled off, the employee will be scheduled off on the following day.

Notwithstanding the above an employee may volunteer to have Tuesday, Wednesday, or Thursday as their scheduled day off. The employee will make this intention known to the manager prior to

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For the Union

For the Employer

the annual vacation bid. Should their chosen day off fall on a statutory holiday, the employee will be scheduled off on the day preceding.

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.

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

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.

Shift Premium: The Corporation will pay a 12% premium for all hours worked after 4:00 p.m. to all regular Injury Adjuster employees working at the CCIC working any full shift that starts prior to 12:01 p.m. and extends beyond 6:00 p.m.

Any shift starting after 12:01 p.m. will receive a 12% shift premium in accordance with Article 13.

(k) Account Services

Hours of Operation: 8:00 am to 6:00 pm. Monday to Friday
8:00 am to 6:00 pm., 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.

12.05 Flexible Work Week

Subject to providing the coverage which meets the unique operational requirements of the affected department(s), the scheduling principle underlying the flexible work week is that each employee will establish their own work schedule in accordance with the provisions set out in

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For the Union

For the Employer

paragraphs (a) and (b) below. The manager and employee will periodically meet to review the work schedule to ensure that operational requirements are being met.

(a) Flex Time (Monday to Friday)

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

Commercial Claims Appraiser;

Supervisor Commercial Claims Appraiser; Research Project Advisor;

Customer Insights Analyst;

Driver Education Programs Advisor; Instructor Driver Examiner;

Instructor, Client Service Representative;-

Compliance Auditor;

Senior Broker Compliance Auditor.

Will be as follows:

- (i) Work Week - position incumbents will work thirty-seven and one-half (37.5) hours per week Monday through Friday on a flexible time basis.
- (ii) Premium - position incumbents will be paid a 5% premium on gross salary in recognition of the requirement for flexible hours as described in (i).
- (iii) Overtime will be paid on hours worked in excess of thirty-seven and one-half (37.5) hours per week at the rate of:
 - 1.5 x for the first hour
 - 2 x for the subsequent hours, and for any hours worked on a scheduled day off.
- (iv) Sick leave entitlement will be paid on the basis of a thirty-seven and one-half (37.5) hour work week.

(b) Flex Time (Sunday to Saturday)

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

Coordinator, Programs & Events;

Road Safety & Community Coordinator;

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For the Union

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Claims Examiner – Commercial;
Driving School Inspector;
Broker Account Representative;
Advanced Support & Recovery Specialist.

Will be as follows:

- (i) Work Period - position incumbents will work seventy- five (75) hours per bi-weekly period on a flexible time basis, and will be scheduled off work for at least four (4) calendar days in that period. No employee will be required to work two (2) consecutive weekends under these flex time arrangements.
- (ii) Premium - position incumbents will be paid a 5% premium on gross salary in recognition of the requirement for flexible hours as described in (i).
- (iii) Overtime will be paid on hours worked in excess of seventy-five (75) hours per bi-weekly period at the rate of:
 - 1.5 x for the first hour
 - 2 x for the subsequent hours, and for any hours worked on a scheduled day off
- (iv) Sick leave entitlement will be paid on the basis of a thirty-seven and one-half (37.5) hour work week.

12.06 Variable Hours

The hours of work for all full-time employees not specifically referenced in Articles 12.01 to 12.05 inclusive will be as follows:

- (a) Work day - seven and one-half (7.5) hours per day.
- (b) Work week - five (5) days, Monday to Friday, inclusive.
- (c) Business hours - will fall within 8:00 a.m. to 5:00 p.m. These are the hours that departments may operate and sufficient coverage must be provided throughout these hours, as required.
- (d) Core hours - 10:00 a.m. to 3:00 p.m. This is the period of time during each day when every employee must be at work (excluding the lunch period).

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(e) Start/finish times and lunch period

Employees may select to start not earlier than 7:00 a.m. and finish not later than 6:00 p.m. Selections will be subject to adequate coverage being provided in all areas during business hours and to other operating requirements.

Employees will pre-select their start/finish times and duration of the lunch period, as per Article 12.09(c), for management approval for a two (2) week interval with pre-selection to occur not later than Wednesday of the week immediately preceding the two (2) week interval. Such approval will not be unreasonably denied.

In the event two (2) or more employees pre-select the same start/finish and/or lunch times, and all employee selections cannot be accommodated due to operational requirements, selections will be approved on a seniority basis.

12.07 Scheduled Time Off Provisions

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

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

January 1 to January 23

January 24 to February 15

February 16 to March 10

March 11 to April 2

April 3 to April 26

April 27 to May 20

May 21 to June 11

June 12 to July 4

July 5 to July 27

July 28 to August 20

August 21 to September 11

September 12 to October 3

October 4 to October 25

October 26 to November 15

November 16 to December 8

December 9 to December 31

January 1 to January 21

January 22 to February 12

February 13 to March 6

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Signed off this _____ day of _____ 20____

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March 7 to March 28

March 29 to April 19

April 20 to May 12

May 13 to June 3

June 4 to June 25

June 26 to July 17

July 18 to August 8

August 9 to August 30

August 31 to September 21

September 22 to October 13

October 14 to November 5

November 6 to November 27

November 28 to December 19

December 20 to December 31

- (b) Employees will request scheduled time off under this Article at least seven (7) working days in advance, and the scheduling of such time off will be subject to management approval.
- (c) Scheduled time off will normally be taken in not less than full day increments. At the employee's option however, it may be taken in half-day increments.
- (d) Scheduled time off will not take precedence over another employee's vacation leave.
- (e) Scheduled time off will be taken in the period in which it is earned except that employees shall be allowed to accrue up to ten (10) days which can be taken in a continuous period.
- (f) Employees who take scheduled time off within any of the above shown periods and who fail to work the full period, will repay the Corporation the pro-rata portion of unearned entitlement for that period at the appropriate hourly rate.
- (g) Employees who start work in positions which carry an entitlement to scheduled days off in accordance with this Article during one (1) of the above shown periods, or whose time worked in such a position is only a portion of any of the above periods, will earn the appropriate pro-rata portion of the day off to be paid at the appropriate hourly rate.
- (h) Time worked will exclude maternity leave, long term disability, and any other leave without pay of more than ten (10) working days.
- (i) Part-time regular employees and all temporary employees will work the hours as described in this Article except that such employees will be paid at the appropriate hourly rate for all time worked in lieu of scheduled time off.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

- (j) Upon request, employees may have their time off days paid out rather than use them as time off.
- (k) An employee who suffers illness on scheduled time off day(s) shall have the scheduled time off day(s) returned to them and such days shall be coded for timekeeping purposes as sick time and paid in accordance with Article 17.

12.08 Starting Times

- (a) The starting times as set out in this Article may be varied up to one (1) hour in either direction of the regular starting time, by mutual agreement of the manager and the employee(s). In the event of a disagreement respecting shift variances, the starting times and lunch periods as established in the applicable Articles will prevail. Where possible, employees will be given opportunities to select their work periods from among the established work schedules for their respective departments.
- (b) The daily and weekly hours of work as set out in this Article may be varied during the life of the Agreement by mutual agreement of the parties.

12.09 Rest Periods and Lunch Periods

- (a) Computer Centre - all employees shall have three (3) fifteen (15) minute paid rest periods per shift.
- (b) Claims Centres and all other operations (Head Office, Branch Offices, Resident Locations) - all employees except those covered by Article 12.03(b) and (c) shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first and second half of a shift.

Shifts of less than three (3) hours: No paid rest period (beyond stretch breaks)

Shifts of more than three (3) hours but less than five (5) hours: One (1) paid 15-minute rest period.

Shifts of longer than five (5) hours, up to a full shift: Two (2) paid 15-minute rest periods, with one scheduled in the first half of the shift and one in the second half.

- (c) Lunch Periods - except as otherwise provided in this Agreement, employees may select lunch periods from thirty (30) minutes to ninety (90) minutes at or near the mid-point of the shift, subject to adequate coverage being provided in all areas during business hours or hours of operation and to other operating requirements.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

12.10 Work Scheduling

Except for employees covered under the provisions of Article 12.02 and 12.06, the following provisions will be applicable to all employees:

- (a) Employee work schedules (i.e. start/stop times) will be established so as to provide for adequate coverage during business hours.
- (b) Work schedules will be prepared and posted within the department for sign- up by employees on a seniority basis.
- (c) Work schedules will cover periods of not less than three (3) calendar months.
- (d) Employees will be provided not less than two (2) clear weeks' notice of schedule changes prior to the effective date of implementation, except for individual adjustments that may occur on a voluntary basis as a result of employee attrition or absence.
- (e) Employees absent from work on sick or other leave will, upon their return to work, be entitled to select their work schedule based on what would have been available to them had they participated in the shift bidding process.

12.11 Weekend Provisions

- (a) Weekend Scheduling

Work schedules will be prepared and posted for sign-up by all employees on a seniority basis. In cases where an employee has significant personal circumstances which cause them to be unable to work weekends, every reasonable effort will be made to accommodate the affected employee. Such accommodation will be within the constraints of meeting the Corporation's business needs without incurring additional costs. Failing resolution, the shift will be filled in the order of reverse seniority.

- (b) Weekend Premium

Compensation for employees covered by Articles 12.01(c) and 12.04 for time actually worked on a scheduled weekend will be at one and one-half (1.5) times the employee's base rate. Sick leave, where applicable, will be based on straight time rates. Employees scheduled to work the afternoon shift or night shift who are receiving the applicable shift premium as described in Article 13.01 will not be entitled to the weekend premium.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ICBC PROPOSALS 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	Article 13	ARTICLE 13 – SHIFT WORK AND PREMIUMS	

ARTICLE 13

SHIFT WORK AND PREMIUMS

13.01 Definition (Excluding Data Processing)

(a) Normal Day Shift:

Any shift starting between 6:00 a.m. and ~~9:00 a.m. 12:00 p.m.~~ and running for seven (7) hours or ~~more less~~ shall be considered to be the day shift.

(b) Afternoon / Night Shifts:

Any shift ~~starting between the hours of 12:00 12:01 p.m. and 5:59 6:00 p.m. extending past 4:00pm~~ shall be considered to be the afternoon /night shift and will enjoy a 12% premium of gross salary.

~~(c) Night Shift:~~

~~Any shift starting between the hours of 6:00 6:01 p.m. and 5:59 a.m. shall be considered to be the night shift and will enjoy a 12% premium of gross salary.~~

~~Notwithstanding the above, the parties agree that part-time regular employees who work less than a full daily shift and who start and finish within the normal hours of work for day shift employees will not be entitled to a shift premium regardless of start time.~~

13.02 Definition of Data Centre Shift

It is understood that Data Centre employees as described in Article 12.02 will work three (3) eleven (11) hour forty (40) minute shifts per week, with the days worked during the week changing every eight (8) weeks, and the shift rotating between day and night shift each week. Employees on these shifts will enjoy an 8.5% premium on their gross salary.

13.03 Mutual Exchange of Working Hours

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Subject to approval by the Manager, employees within the same job classification may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee they replace but shall continue to receive their own regular rate of pay. If premium payment is involved, the premium will be paid to the employee working the work period to which the premium rate applies.

13.04 Temporary Changes of Shift

Shift employees may be required to temporarily change their shift to cover the absence of other employees or to meet temporary work requirements. However, such changes will be administered in an equitable manner amongst the employees affected. The Corporation will provide notice of not less than twenty-four (24) hours from the end of the employee's last shift to the start of the new shift. If notice of less than twenty-four (24) hours is received, the employee affected will be paid for the first shift at overtime rates.

13.05 List of Shift Jobs

The jobs in this category are listed below and shall be subject to change upon mutual agreement between the parties.

Continuous Shift – Three-day work week at eleven (11) hours forty (40) minutes per Shift:

Operator III;

Operator IV.

Second Short Shift:

Mail/Delivery Clerk

Second Shift:

Broker Enquiry Unit Representative;

Supervisor, Print & Mail Services;

Coordinator Mail Services Distribution;

Mail Clerk;

Imaging Services Clerk;

Claims Document Support Assistant;

Operator II Print and Mail Services;

Supervisor, Broker Enquiry Unit;

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Supervisor, Telephone Claims;
Customer Service Adjuster;
Claims Contact Representative.

Third Shift:

Supervisor, Print & Mail Services;
Coordinator Mail Services Distribution;
Mail Clerk;
Claims Document Support Assistant;
Operator II Print and Mail Services;
Supervisor, Telephone Claims;
Customer Service Adjuster;
Claims Contact Representative.

13.06 Hours of Work for Shift Jobs Varied by Mutual Agreement

The hours of work for any existing shift job will not be varied unless by mutual agreement between the parties to the Agreement.

13.07 Introduction of Shift Jobs by Mutual Agreement

Unless as otherwise mutually agreed by the parties to the Agreement, the Corporation will not introduce shift jobs other than as stated in Article 13.05.

13.08 Work Year, Holidays and Vacation - Data Centre

For the purpose of this Section, Data Centre employees who work continuous operation in accordance with Article 12.02 shall be governed by the following rules:

- (a) They shall be scheduled to work one hundred and fifty (150) shifts [totalling one thousand seven hundred and fifty (1750) hours as described in Article 12.02] in each calendar year, less vacation entitlement.
- (b) They shall work statutory holidays which are scheduled work days at the premium rate of one and one-half (1.5) times the normal rate of pay, except that no data centre employee shall be scheduled to work both Christmas Day and New Year's Day. Christmas Day shall

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For the Union

For the Employer

be the period between 7:00 p.m., December 24 to 7:00 p.m., December 25; New Year's Day shall be the period between 7:00 p.m., December 31 to 7:00 p.m., January 1.

- (c) If at the end of the calendar year a shift worker has not worked or has exceeded the prescribed hours [one thousand seven hundred and fifty (1750) hours], the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.
- (d) When a statutory holiday falls within the vacation period of a shift employee, it shall not entitle that employee to an additional day off, as the statutory holidays are not included in the scheduled one thousand seven hundred and fifty (1750) hours.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14	Article 14	<i>ARTICLE 14 – OVERTIME, CALL-OUTS, STANDBY AND MEAL ALLOWANCES</i>	

ARTICLE 14

OVERTIME, CALL-OUTS, STANDBY AND MEAL ALLOWANCES

14.01 Equitable Distribution of Overtime

Overtime will be offered in an equitable manner amongst the employees in a department who are able to perform the work. Such overtime will first be offered to employees on a voluntary basis in the order of seniority. If there are no volunteers, overtime will be assigned based on reverse seniority. Logs of overtime offered will be kept by the Corporation and will be provided to the Union upon request.

14.02 Notification of Overtime

Except in emergency situations, employees will be notified of any overtime requests not later than the end of the work day preceding the day on which the overtime is to be worked.

14.03 Overtime Rate Calculation

Overtime rates will be calculated using hourly rates established in Article 11. Shift or standby premiums will not form part of the hourly rate calculations for overtime purposes. Overtime will be calculated to the next highest fifteen (15) minutes, however, the minimum overtime pay for any overtime worked shall be one-half (0.5) hour.

14.04 Overtime Rates

All time worked in excess of the regular daily or weekly hours of work as established in Articles 12 and 13 shall be paid at overtime rates as follows:

- (a) Time worked prior to or following a regular shift or work day will be paid at one and one-half (1.5) times the employee's hourly rate for the first hour of overtime and at two (2) times the employee's hourly rate thereafter. Overtime worked in excess of five (5) overtime hours per calendar week (i.e. Sunday to Saturday inclusive) will be paid at two (2) times the employee's hourly rate.

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For the Union

For the Employer

- (b) Time worked on a scheduled day off will be paid at two (2) times the employee's hourly rate. An employee who works two (2) hours or less on a scheduled day off will receive a minimum payment equivalent to two (2) hours at overtime rates. Payments under this Article will not include time spent by an employee in travelling to and from their normal work location.
- (c) Time worked on holidays as set out in Article 16 and during an employee's annual vacation will be paid at two (2) times the appropriate hourly rate plus regular salary for all time worked.

14.05 Overtime Call Out

An employee who is called out for work after their regular day or on a scheduled day off shall be paid for a minimum of three (3) hours and for time spent travelling to and from their home at the appropriate overtime rates. If the call-out period extends into an employee's regularly scheduled shift, the time spent returning to their home will not be paid as time worked.

14.06 Shift Workers Working on Paid Holidays

Shift workers scheduled to work on paid holidays as part of their regular work week will be governed by Article 13.08 with respect to premium payment for work on such days.

14.07 Minimum Rest Period, Call-Outs

- (a) An employee who has worked overtime shall return to work on their next regular shift following the overtime provided they receive eight (8) hours rest and provided also that they can do so by 1:00 p.m. (if a day worker). An employee who reports for work as required above, or whose eight (8) hours rest period extends beyond 1:00 p.m., and therefore does not report, shall qualify for full pay for their regular shift.
- (b) An employee who is called out and reports for work after overtime and before the expiration of their eight (8) hours rest, shall receive double time (2 x) payment for those hours which coincide with the working hours of their normal shift plus their regular salary for the day.
- (c) Notwithstanding the above, an employee who is called out prior to the start of their next regular shift shall be governed by the following:
 - (i) if the call out originates more than four (4) hours prior to the next regular shift the employee will receive not less than the minimum call-out payment as per 14.05 and will return home following completion of the call-out period. The employee will then return to work their regular shift (or portion thereof) after eight (8) hours rest provided they can do so by 1:00 p.m. (if a day worker). The employee will be paid for their regular shift regardless of the actual time worked;

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For the Union

For the Employer

- (ii) if the call out originates four (4) hours or less prior to the start of the employee's next regular shift, the employee will receive a call-out premium equal to two (2) hours pay at straight time rates, and in addition will be paid at overtime rates from the time of call out to the start of their regular shift. The employee will remain to work their full regular shift at straight time rates, except that by agreement with the manager, an employee may return home after completing the equivalent number of hours worked on a regular shift from the start of the call- out. In such instances, any hours worked which coincide with the employee's regular shift will be paid at straight time rates, and any hours of their regular shift which are not worked will not be paid.

(d) For employees working other than the day shift the times quoted in (a) and (b) above will be interpreted relative to the hours of the shift worked.

14.08 Meal Allowances

- (a) Where an employee is required to work less than two (2) hours beyond and/or before their regular shift, a one-half (0.5) hour unpaid meal period will be allowed.
- (b) An employee will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates, and the Corporation will provide a meal allowance of ~~\$12.00~~ \$20 to the employee:
 - (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer beyond the regular day or shift;
 - (ii) where an employee is called out and works four (4) hours overtime;
 - (iii) where an employee is required to work four (4) hours overtime beyond an overtime meal period actually taken. Where this overtime follows a regular shift, the first meal period may be taken at the employee's discretion.
- (c) Where overtime work is pre-scheduled for normal days off and employees have been properly notified in advance as provided in Article 13.04, and work is to commence within two (2) hours of the normal starting time, the Corporation will not be required to provide lunch or pay for meal time if taken.

14.09 Banking Overtime

- (a) Regular employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours earned to be taken as time off in lieu of wages providing that the total number of hours transferred to the overtime leave bank in any calendar year shall not exceed eighty (80) ~~thirty-seven and one-half (37.5)~~ hours.

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For the Union

For the Employer

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

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

- (b) Overtime leave shall be the equivalent in hours to the overtime payment entitlement, e.g. one (1) hour of overtime worked prior to or following a regular shift or work-day at time and one-half rate equals one and one-half (1.5) hours paid leave.

14.10 Standby and Telephone Consultation

(a) Standby Duty

An employee scheduled on standby (i.e. an employee who is required to be available for work), whether or not they carry a pocket pager, will be paid two (2) hours at straight time for the twenty-four (24) hour period commencing daily at 8:00 a.m., Monday to Thursday, inclusive, three (3) hours at straight time for the twenty-four (24) hour period commencing 8:00 a.m., Friday and four (4) hours at straight time for the twenty-four (24) hour period commencing at 8:00 a.m. on a Saturday, Sunday or Statutory Holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours notice of standby duty, they will be under no compulsion to accept such duty.

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

Pay for standby duty will not be considered as overtime for the purpose of Article 14.09, Banking Overtime.

(b) Telephone Consultation

Where an employee is consulted by a supervisor by telephone outside of their normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) pay per telephone consultation equivalent to one-half (0.5) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to

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For the Union

For the Employer

11:00 p.m.; and one (1) hour's pay at double time for calls between 11:00 p.m. and 7:00 a.m., except as indicated in (ii) below;

- (ii) if a second or successive telephone consultation takes place within one-half (0.5) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above;
- (iii) the telephone consultation premium will be paid whether or not an employee is on standby duty;
- (iv) where a telephone consultation results in a call-out as provided for in Article 14.05, overtime will commence at the outset of consultation and the first hour of the call-out will be paid at the prevailing overtime rate, or the rate provided in item (i) above, whichever is greater.

14.11 Taxi Allowance

In situations where an employee whose shift normally finishes not later than 11:00 p.m. is required to work overtime beyond midnight, the Corporation will reimburse the employee for actual taxi expenses incurred in returning home. In all cases the employee will be required to verify such expenses by way of a receipt.

14.12 No Unpaid Overtime

No employee shall be required to turn on their computer prior to their scheduled start time without being entitled to the applicable overtime rate.

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**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#15	Article 15	<i>ARTICLE 15 – ANNUAL VACATIONS</i>	

ARTICLE 15

ANNUAL VACATIONS

15.01 Vacation

Except as otherwise provided in this Agreement, the provisions of this Section will apply to all bargaining unit employees.

- (a) An employee may take vacation leave throughout the vacation year equal to the vacation entitlements available to the employee under Article 15.03. The vacation year is defined as the fifty-two (52) week period from January 1st to December 31st.
- (b) Employees will indicate when they wish to schedule their vacation and whether they wish to carry over any of their vacation entitlement into the next vacation year in accordance with Article 15.10 and Article 15.12 of the Agreement by November 20th.
- (c) Employees who fail to indicate their vacation preference by November 20th will forfeit their vacation leave preferential selection rights. Any vacation leave sought after November 20th will be in accordance with Article 15.12(h) to Article 15.12(j).
- (d) A vacation schedule will be prepared and posted for the upcoming vacation year as soon as possible after the November 20th submission date and no later than December 10th.
- (e) Vacation credits will accrue to the employee during the period between July 1st of the previous calendar year and June 30th of the current calendar year. Any fraction of a day's credit will be treated as a whole day.

15.02 Minimum 3 Month Service

An employee may not take any vacation leave until they have completed three (3) months service.

15.03 Vacation Entitlement

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Vacation entitlements for all regular employees shall be as follows:

In subsequent calendar years employees will earn vacation entitlement on the basis of completed years of service prior to 31 December in the year of entitlement, according to the following formula:

<u>Completed Year of Service</u>	<u>Vacation Entitlement</u>			
	<u>5 day Work Week</u>	<u>9 Day Fortnight</u>	<u>3 Consecutive Days Per Week</u>	<u>4 Day Work Week</u>
<u>One (1) or more years</u>	<u>Fifteen (15) working days</u>	<u>Fourteen (14) working days</u>	<u>Nine (9) working days</u>	<u>Twelve (12) working days</u>
<u>Five (5) years</u>	<u>Twenty (20) working days</u>	<u>Eighteen (18) working days</u>	<u>Twelve (12) working days</u>	<u>Sixteen (16) working days</u>
<u>Six (6) years</u>	<u>Twenty-one (21) working days</u>	<u>Nineteen (19) working days</u>	<u>Twelve and a half (12.5) working days</u>	<u>Seventeen (17) working days</u>
<u>Seven (7) years</u>	<u>Twenty-two (22) working days</u>	<u>Twenty (20) working days</u>	<u>Thirteen (13.25) working days</u>	<u>Eighteen (18) working days</u>
<u>Eight (8) years</u>	<u>Twenty-three (23) working days</u>	<u>Twenty-one (21) working days</u>	<u>Fourteen (14) working days</u>	<u>Nineteen (19) working days</u>
<u>Nine (9) years</u>	<u>Twenty-four (24) working days</u>	<u>Twenty-two (22) working days</u>	<u>Fourteen and a half (14.5) working days</u>	<u>Twenty and a half (20.5) working days</u>
<u>Ten (10) or more years</u>	<u>Twenty-five (25) working days</u>	<u>Twenty-three (23) working days</u>	<u>Fifteen (15) working days</u>	<u>Twenty (20) working days</u>
<u>Fifteen (15) or more years</u>	<u>Thirty (30) working days</u>	<u>Twenty-seven (27) working days</u>	<u>Eighteen (18) working days</u>	<u>Twenty-four (24) working days</u>

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<u>Twenty (20) or more years</u>	<u>Thirty-five (35) working days</u>	<u>Thirty-two (32) working days</u>	<u>Twenty-one (21) working days</u>	<u>Twenty-eight (28) working days</u>
<u>Twenty-five (25) or more years</u>	<u>Forty (40) working days</u>	<u>Thirty-seven (37) working days</u>	<u>Twenty-four (24) working days</u>	<u>Thirty-two (32) working days</u>
<u>Thirty (30) or more years</u>	<u>Forty-five (45) working days</u>	<u>Forty-two (42) working days</u>	<u>Twenty-seven (27) working days</u>	<u>Thirty-six (36) working days</u>

(a) — In the calendar year in which the employee's first (1st) to seventh (7th) anniversary of service occurs:

- (i) — fifteen (15) days in each calendar year for employees who work a five-day work week;
- (ii) — fourteen (14) days in each calendar year for employees who work a nine-day fortnight;
- (iii) — nine (9) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.

(b) — In the calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary of service occurs:

- (i) — twenty (20) days in each calendar year for employees who work a five-day work week;
- (ii) — eighteen (18) days in each calendar year for employees who work a nine-day fortnight;
- (iii) — twelve (12) days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.

(c) — In the calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary of service occurs:

- (i) — twenty-five (25) days in each calendar year for employees who work a five-day work week;

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

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

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

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

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

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

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

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

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

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

15.04 Minimum and Continuous Periods and Payouts

a) A minimum of 50% of an employee's base vacation entitlement will be taken per year, of which at least one (1) week (where applicable) will be taken as a continuous period.

b) If an employee does not wish to utilize more than 50% of an employee's base vacation entitlement in any one calendar year, the employee may elect to receive payment in lieu of vacation, at the salary rate in effect on the date of payment. This election may be made at any time during the vacation year. The election is to be made by written notice at least thirty (30) calendar days before the date of payment.

15.05 Pay Out Upon Termination

(a) Upon termination, regular employees will be paid out for any unused portion of vacation entitlements on the basis of days earned in accordance with Article 15.03. Employees who terminate between July 1st and December 31st will be paid out on the basis of days

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accrued in accordance with their entitlement for the current calendar year. Any fraction of a day's credit will be treated as a whole day.

- (b) Employees who have taken vacation and were paid their full vacation credits and terminate before reaching their anniversary date for which they were allowed vacation credits, will have deducted from their final pay the difference from vacation monies received and their entitlement in accordance with this Article.

15.06 Pay for Full Time Temporary Employees

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

15.07 Pay In Advance

An employee can draw vacation pay in advance of their vacation leave by submitting a written request for receipt not less than three (3) weeks in advance of the vacation period to the Time Accounting Coordinator.

15.08 Paid Holidays Falling Within the Vacation Period

Employees will receive an extra day's vacation with pay for any of the paid holidays listed in Article 16, which fall within the paid vacation period.

15.09 Disruption of Vacation Due to Illness and Bereavement

- (a) An employee whose vacation leave is **seriously** disrupted by an illness or injury incurred after their vacation has begun may be entitled to reschedule or extend their vacation for the period of disability (but not to exceed the amount of scheduled vacation) providing that the nature and period of the disability is substantiated by a doctor's certificate and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed with the employee's manager. Employees are advised to notify the manager immediately, where possible, of the illness or injury causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave.
- (b) An employee who becomes entitled to bereavement leave pursuant to Article 19.01 immediately prior to their scheduled vacation (such as to overlap with their vacation) may reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be subject to essential departmental requirements.

15.10 Vacation Carry Over

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- (a) Except as noted in (b) below, an employee may carry over up to 50% of their current year (base) vacation entitlement from one calendar year to the next. Such carry over may not be accumulated or accrued from year to year. For example, an employee's total vacation entitlement in a given year cannot exceed the sum of their current year (base) entitlement plus 50% of their previous year's base entitlement. At the end of a calendar year, any unused vacation credits which exceed 50% of an employee's current year base entitlement will be paid out to the employee.
- (b) An employee may contribute the cash equivalent of any unused vacation entitlement to their deferred salary plan in December of each year. The amount contributed may not result in deferred income plan contributions in excess of the maximum annual amount allowable under the plan.

15.11 Vacation Pay while Relieving on Higher Grouped Job

- (a) An employee relieving on a higher grouped job at the time they goes on vacation will be paid at the higher rate during their vacation provided the vacation is both preceded and followed by working time on the higher job and provided also that there is a minimum of twenty (20) working days at the higher level.
- (b) If an employee is required to postpone their annual vacation in order to relieve on a higher level job for an uninterrupted period of not less than twenty (20) working days, they shall nevertheless qualify for vacation pay at the higher rate as set out in (a) above.

15.12 Vacation Scheduling

- (a) Scheduling of vacations shall be subject to departmental requirements.
- (b) Employees will indicate their preference for vacation periods on the basis of seniority within the department and the employee's preferences will not be unreasonably denied.
- (c) Vacation selection bid forms will be issued no later than October 20th of each year for the vacation period of January 1st to December 31st.
- (d) Vacation selection preferences will be submitted no later than November 20th.
- (e) It is the intent of this Article that seniority preferences be exercised amongst employees who are performing work on the same job level or pay grade, or within a work unit of a department, whenever possible.
- (f) Employees who transfer to a department after vacation periods are scheduled will maintain their previously scheduled vacation. Should this result in disruption to classroom training, vacations will be honoured and the Corporation shall arrange for the training to be made up. be placed at the bottom of the seniority list and will not exercise

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their seniority rights until the scheduling of the following vacation year, except where vacation periods become available as provided in Article 15.12(h).

- (g) Where employees chose to break their vacation into two (2) or more periods, no employee's second choice, etc., will take preference over a junior employee's first choice, etc.
- (h) Vacation periods that become available after the closing of the vacation scheduling sign-up date under Article 15.12(d), will be posted in the department.
- (i) Vacation selection preferences under paragraph 15.12(h) shall be granted on the basis of departmental requirements and seniority.
- (j) Unless otherwise agreed to by the manager, vacation selections under Article 15.12(h) and Article 15.12(i) will require the selection to be made two (2) weeks in advance of the vacation period being requested.
- (k) Where an employee's proposed vacation falls into the first week of the New Year, the intent is to treat that first week as part of the previous Vacation Year for scheduling purposes only.

(l) Employees on leave for medical reasons at the time of the bid will be included in the bid. If they are missed, they will bid upon their return in their seniority-granted position.

15.13 Accrual of Vacation Credits while on Leave

- (a) Employees who are on sick leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or a combination of the above, will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months providing the employee returns to work.
- (b) Employees who are on approved maternity leave or parental leave will accrue vacation credits throughout the period of approved leave providing the employee returns to work.
- (c) Employees on authorized absences other than those covered by paragraphs (a) or (b) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.
- (d) At the request of the employee, vacation credits accrued but unused, prior to, or while on leave, may be paid out.

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**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	Article 16	<i>ARTICLE 16 – PAID HOLIDAYS</i>	

ARTICLE 16

PAID HOLIDAYS

16.01 Paid Holidays

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

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

- (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.

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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 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.

16.08 Holidays falling on an In-Office Work day

An employee will not be required to make up an in-office work day should a statutory holiday (or day in lieu) fall on such day.

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**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#17	Article 17	ARTICLE 17 – PAID SICK LEAVE	

ARTICLE 17

PAID SICK LEAVE

17.01 Eligibility

- a) All eligible employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.
- b) An employee who needs to utilize a sick day will notify the Corporation by telephone call, voicemail, or email to their manager. After three (3) days absence, the employee will correspond directly with the Wellness Department.

17.02 Full-Time Regular Employees

- (a) Except as limited in (b), each full-time regular employee has a paid sick leave entitlement of four hundred (400) hours. The first one hundred and fifty (150) hours of paid sick leave will be at full pay and the balance is at 75% pay. All absences due to illness or injury, beginning with the first day of absence, are charged against the employee's entitlement. When the employee has returned to work for thirty (30) ~~sixty (60)~~ calendar days since the last day of absence due to illness or injury, the employee's paid sick leave entitlement of four hundred (400) hours is renewed once in a calendar year and a portion of this may be at full pay as determined by any full pay entitlement that remains to the employee's credit.
- (b) During the benefit waiting period, as described in Article 6.01, each full-time regular employee will have a sick leave entitlement of up to seventy-five (75) hours at full pay. All absences due to illness or injury, beginning with the first day of absence, are charged against this seventy-five (75) hour entitlement. There is no further sick leave entitlement beyond this seventy-five (75) hours during the benefit waiting period.

17.03 Full-Time Temporary Employees

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A full-time temporary employee is not entitled to paid sick leave until they have completed the benefit waiting period as described in Article 6.01. After completing the benefit waiting period they are entitled to up to seventy-five (75) hours of paid sick leave at full pay. All absences due to illness or injury after completion of the benefit waiting period, beginning with the first day of absence, are charged against this seventy-five (75) hour entitlement. There is no further paid sick leave entitlement beyond this seventy-five (75) hours during the period of employment.

In the event that a full-time temporary employee secures a regular position in the Corporation without an effective break in service, the employee's paid sick leave entitlement on assuming that regular position will be as though they had been hired as a regular employee effective the last date of hire as a temporary employee, less any paid sick leave taken while a temporary employee.

17.04 Part-Time Regular Employees

A part-time regular employee is entitled to the same sick leave entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of their scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time regular employee. Coverage applies to scheduled work days only.

17.05 Entitlement

A regular employee's full pay entitlement is renewed on January 1st of each calendar year, except that in the case of an employee who is absent on 75% pay due to illness or injury on the last working day of the previous calendar year, renewal is deferred until the first day in the new calendar year on which the employee returns to work, and except that the renewed entitlement for a regular employee who is serving the benefit waiting period in accordance with Article 6.01 will not be effective until the employee's benefit waiting period is complete and the employee's full pay sick leave entitlement for the new calendar year will be reduced by the amount of full pay sick leave they have already taken in that year.

Unused entitlements may not be carried over from one calendar year to the next.

17.06 Full Pay Defined

Except as otherwise provided in this Agreement, "full pay" means normal pay and includes during the first one hundred fifty (150) hours of the period of absence, any salary increase the employee was scheduled to receive, but does not include payment for any overtime hours scheduled but not worked.

17.07 Termination during Sick Leave

Employees who have completed their probationary period as described in Article 5.02 will not be terminated during absence due to injury or illness without the specific agreement of the Union except that this will not apply if the notice of termination precedes the date on which

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absence due to illness or injury commenced and when a temporary employee who is absent due to illness or injury reaches the end of their term of employment. Employees who terminate while absent due to illness or injury will not be entitled to paid sick leave beyond the effective date of termination.

17.08 No Reduction Due to Other Disability Benefits

Except as provided for in Article 17.14 benefits payable under this Article will be paid regardless of illness benefits payable by the Employment Insurance Act or by any supplementary private coverage.

17.09 WCB Benefits ~~Augmented and Entitlement by Status~~

~~Employees with a WorkSafe BC claim who utilize their sick leave entitlements for the first day of absence will not have the first day of absence count as an occurrence for the purposes of Article 17.10 (a) and (b) provided the claim has been accepted by WorkSafe BC.~~

Where disability payments are payable under the Workers' Compensation Act, the employee shall have their WCB benefit augmented by the Corporation so as to provide ~~100%~~ 85% of the employee's normal pay. Such pay will be subject to normal corporate and statutory deductions.

This benefit will be payable for the period of temporary disability ~~in accordance with the following schedule:~~

Employee Status	Period of Entitlement
1. Full-time regular employee	five hundred and twenty five (525) hours [fifteen (15) weeks]
2. Part-time regular employee	same entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of their scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time employee.
3. Full-time temporary employee	seventy (70) hours [two (2) weeks]
4. Part-time temporary employee	no entitlement
5. Employees serving the benefit waiting period as described in Article 6.01	seventy (70) hours [two (2) weeks]

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

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The Corporation shall process cheques received from the Worker's Compensation Board within thirty (30) days of receipt.

17.10 Benefit Restrictions

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

- (a) ~~The first day of absence for each separate occurrence of disability in excess of three (3) occurrences per calendar year.~~
- (b) ~~The first two (2) days of absence for each separate occurrence of disability in excess of five (5) occurrences per calendar year.~~
- (c) ~~For the purposes of (a) and (b) above, recurring absences for regularly scheduled treatment by a qualified medical practitioner of an ongoing or prolonged illness or injury will be considered as one (1) occurrence.~~
- (d) Maternity leave.
- (e) Disabilities occurring during leaves of absence without pay. Entitlement resumes when the designated period of such leave expires and the employee returns to work.
- (f) Any absence when the employee has been suspended for just cause.
- (g) Any absence where an employee is locked out or on a strike authorized by the Union.

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.~~

17.12 Medical Information

The parties agree that the intent of the sick leave plan is to provide an employee with a level of income protection in the event the employee is absent from work due to illness or injury. The parties further agree that in situations of absence due to such illness or injury, it is the employee's responsibility to take appropriate measures to ensure proper diagnosis, treatment,

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and recovery from the disabling condition. To that end, the following provisions have been established:

- (a) In cases of infrequent but lengthy absences (i.e. in excess of ~~ten (10)~~ three (3) consecutive days) due to serious illness or injury, the Corporation's Wellness Department may require the employee to submit a completed Occupational Health Fitness Assessment from the employee's own doctor or some other form of medical documentation to substantiate the nature, extent, and duration of the illness or injury. In such instances, the cost of completion of the form will be borne by the Corporation. The Corporation may also require a second medical opinion, the costs of which shall be borne by the Corporation.
- ~~(b) In cases where an employee has in excess of three (3) sick leave occurrences in a calendar year, the Corporation may require the employee to offer a satisfactory explanation for their absence, including completion of the Occupational Health Fitness Assessment by the employee's own doctor. The Corporation may also require a second qualified medical opinion. The costs, if any, of either of the above will be borne by the Corporation.~~
- (c) An employee who is required to submit medical documentation pursuant to this Article will be given adequate notice to secure it. With the exception of Article 17.12(e), the cost of providing such documentation will be borne by the Corporation.
- (d) The Corporation may require completion of an Occupational Health Fitness Assessment confirming the employee's fitness to return to work after a serious injury or prolonged illness. The Corporation may also require a second qualified medical opinion. The costs, if any, of either of the above will be borne by the Corporation.
- ~~(e) The Corporation and the Union have agreed to cooperate in preventing improper utilization of the sick leave program and where the Corporation has reasonable grounds to believe that an employee is improperly utilizing the program, the employee will be required to substantiate their absence with a completed Occupational Health Fitness Assessment signed by their own doctor. The employee may also be required to undergo a medical examination by a doctor selected by the Corporation, the costs of which shall be borne by the Corporation.~~
- ~~(f) Should the Corporation have any concerns about any individual employee's attendance at work they shall inform the Union.~~

17.13 Sick Leave Recovery

An employee may use sick leave entitlements for time lost through accidental injuries (other than WCB claims, as provided for in Article 17.09). Should an employee, who is in receipt of paid sick leave benefits as a result of such injuries, commence an action for damages against a third party as a result of accidental injuries, and should that action include a claim for lost wages, the

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For the Union

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employee will enter into an agreement with the Corporation to reimburse the Corporation the full amount of all sick leave benefits received as a result of their absence from work. Upon receipt of such monies, the Corporation shall credit the employee with the number of sick days equivalent thereto.

17.14 Family Illness

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

17.15 Sick Leave Privacy Protection

The Corporation will respect the privacy of employees on sick leave. Medical information will be kept in the strictest confidence by the Wellness department and will not be disclosed to anyone internal or external to the Corporation without the express written permission of the employee. Contact initiated by the employee's manager while on sick leave will be for essential emergency or administrative purposes. Such contact will be limited to correspondence and/or by telephone.

17.16 Organ Donation

Any use of paid sick leave for organ donation will not be counted as an occurrence or occurrences as outlined in 17.10.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#18	Article 18	ARTICLE 18 – WELFARE BENEFITS PLANS	

ARTICLE 18

WELFARE BENEFIT PLANS

18.01 Medical, Extended Health Benefits & Dental Plans

(a) Medical and Extended Health Benefits

Full-time regular and part-time regular employees who satisfy the eligibility conditions of the Medical Services Plan of British Columbia will receive coverage under this plan unless they are covered by a spouse elsewhere and elect to maintain that other coverage.

Full-time regular and part-time regular employees who satisfy the eligibility conditions will receive extended health benefits equivalent to the current coverages as set out in the supplement to this Collective Agreement, including eyeglass coverage of \$~~750.00~~ ~~500.00~~ every two (2) calendar years, and hearing aid coverage of \$~~5000.00~~ ~~1000.00~~ every five (5) calendar years per adult and every two (2) calendar years per dependent child, unless they are covered by a spouse elsewhere and elect to maintain that other coverage.

The premium for these plans will be borne by the Corporation in full for full-time regular employees, and on a pro-rata basis for part-time regular employees.

Article 18.01 (a) and the benefits supplement in the Collective Agreement will be amended to include the following effective January 1, ~~2024~~6:

- (i) Eyewear or laser eye surgery - up to a maximum reimbursed under the plan of ~~seven hundred and fifty dollars (\$750.00)~~ ~~five hundred dollars (\$500.00)~~ per member or dependent in any two (2) consecutive calendar years 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, as set out in the supplement to this Collective Agreement. ~~Should annual eye examinations be~~

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medically required as referred by a qualified physician, the annual examinations will be covered.

- (ii) Paramedical Services: Qualified Paramedical Practitioners includes: Physiotherapist, Massage Practitioners, Speech Therapist, Acupuncturist, Chiropractor, Naturopath, Podiatrist, Chiropodist, Osteopath, Kinesiologist, Occupational Therapist Athletic Therapist – 80% of the cost of combined services* to a combined maximum of \$3000.00 ~~1,500.00~~ per member or dependent any calendar year, as set out in the supplement to this Collective Agreement.

* based on reasonable and customary charges for these services in B.C.

- (iii) Maximum benefit – Effective January 1, 2026, there will be no lifetime maximum benefit.

(b) **Dental Plan**

All full-time regular and part-time regular employees who satisfy the eligibility conditions of the Plan shall be covered under a Dental Plan provided by the Corporation which will provide benefits of Plan a (100%), Plan b (65% co-insurance effective October 1, 2000, ~~and 70% co-insurance effective October 1, 2001~~ and 85% co-insurance effective January 1, 2026), and Plan c (50% co-insurance, to a lifetime maximum of \$4,000.00 effective October 1, 2000 and \$5,000.00 effective October 1, 2001). Enrolment in this Dental Plan shall be a condition of employment for all full-time regular and part-time regular employees after completion of the prescribed waiting period, except that employees covered by other Dental Plans will not be covered under this Plan if they elect to maintain coverage under those other Dental Plans.

The premiums for these plans will be borne by the Corporation in full for full-time regular employees, and on a pro-rata basis for part-time regular employees.

18.02 Insurance Benefits

(a) **Group Life Insurance**

The Corporation agrees that it will provide Group Life Insurance coverage for each full-time regular and part-time regular employee. Such insurance will provide coverage of two (2) times the employee's regular annual salary rounded to the next \$1,000.00, plus dependents coverage as set out below:

Employee Coverage	Two (2) times annual salary.
Spouse's Coverage	Life insurance equal to \$10,000.00.

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For the Union

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Dependent Children's Coverage Life insurance equal to \$5,000 for each dependent child.

The premiums for these plans will be borne by the Corporation in full for full-time regular employees, and on a pro-rata basis for part-time regular employees.

- (b) The Corporation will continue to provide a voluntary provision so that an employee will be able to purchase additional coverage as set out in the supplement to this Collective Agreement. There will be an opportunity annually to purchase additional coverage without submitting medical evidence.
- (c) The Corporation will implement a voluntary Accidental Death and Dismemberment coverage which will allow employees the option to purchase benefits as set out in the supplement to this Collective Agreement.

18.03 Coverage while on Leave Without Pay

- (a) Employees who are on leave of absence without pay (excluding maternity leave) in excess of one (1) calendar month are required to reimburse the Corporation for the total premium cost of all welfare plans on a month-to-month basis in advance. Employees who fail to reimburse the Corporation pursuant to this provision may have their coverage terminated by the Corporation.
- (b) Employees who commence maternity leave will have their coverage continued for medical, dental, extended health, and basic group life benefits at no cost to the employees. Such employees will be required to reimburse the Corporation for premium costs associated with voluntary group life and accidental death and dismemberment (if enrolled in these plans), and long term disability. In addition, employees may continue to make regular pension plan contributions (if enrolled).

18.04 Coverage while on Other Leaves

Employees who are off work on leave of absence with pay, short term disability, long term disability, or Workers' Compensation, will continue to receive coverage under the welfare plans set out in Articles 18.01(a) and (b), and 18.02(a) at no cost to the employee.

18.05 Coverage during Labour Dispute

Employees who are absent because of a labour dispute, including a strike or lockout, will have their coverage under this Article continued but the employees are required to reimburse the Corporation for the full cost of premiums for the period.

Should such dispute last in excess of fourteen (14) calendar days, the parties affected will meet and agree on a procedure acceptable to the Corporation for reimbursing the Corporation for such premiums.

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Signed off this _____ day of _____ 20_____

For the Union

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18.06 No Coverage while on Layoff

Employees on layoff will be provided with the option to self-pay for extended health and dental coverage. Otherwise, they will not be covered by the welfare benefits of this Agreement.

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 one (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.

18.08 Travel Accident Insurance

Regular employees will be covered under a Travel Accident Insurance Plan as set out in the supplement to this Collective Agreement.

18.09 Joint Employee Assistance Program

The parties to this Agreement agree to provide a Joint Employee Assistance Program during the life of the Agreement.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#19	Article 19	ARTICLE 19 – LEAVE OF ABSENCE	

ARTICLE 19

LEAVE OF ABSENCE

19.01 Bereavement Leave

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

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

19.02 Special Leave

Any regular employee (or temporary employee who has accumulated more than three (3) months service with the Corporation) will be entitled to reasonable leave without loss of pay for legitimate and unavoidable personal reasons which will include but shall not be limited to:

- (a) serious household or domestic emergency;
- (b) marriage of the employee (up to three (3) days)
- (b) parental - birth of employee's child (up to two (2) days per calendar year);
- (c) attend funeral as pallbearer or mourner;
- (d) attend their formal hearing to become a Canadian citizen;
- (e) full period of any quarantine;
- (f) moving household furniture and effects when it is not possible to move on a weekend or scheduled day off, except that such leave with pay will not be allowed more than once in any twelve (12) month period, however, an employee may be granted such leave of

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absence without pay in circumstances where the employee is not eligible for such leave with pay;

- (g) leave of absence for other legitimate personal reasons acceptable to the Corporation may be granted.

19.03 Court Leave

- (a) When a regular employee, other than employees on leave of absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Corporation in their official capacity, leave of absence with pay will be granted provided such court action is not occasioned by the employee's private affairs.
- (b) Where court action is occasioned by the employee's private affairs, leave of absence without pay will be granted.
- (c) Time spent at court by an employee in their official capacity shall be at the appropriate rate of pay.

19.04 Examination Leave

A regular employee who writes a final course or year-end examination during or immediately following a regularly scheduled work shift will be entitled to leave of up to four (4) working hours without loss of pay 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 their shift will be expected to return.

19.05 Maternity Leave

This Article replicates the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) A regular employee shall be eligible for up to seventeen (17) weeks' maternity leave to be taken in accordance with the Employment Standards Act.
- (b) A request for maternity leave should be submitted in writing at least four (4) weeks before the day the employee proposes to commence maternity leave. The Corporation may require that the request be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child.
- (c) Maternity leave shall commence no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date.
- (d) If an employee is scheduled to return to work immediately following the end of their maternity leave, but is unable to do so for reasons related to the birth, they shall be

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eligible for up to six (6) additional consecutive weeks of unpaid leave commencing immediately following the end of the normal maternity leave. The Corporation may request medical information to substantiate this additional leave entitlement.

(e) Maternity Leave Supplemental Employee Benefits Plan (SEB Plan) (Effective July 1, 2013):

- (i) an employee who qualifies for a maternity leave pursuant to Article 19.05 shall be paid a biweekly allowance in accordance with the Maternity SEB Plan. In order to receive the allowance, the employee must be eligible to receive employment insurance benefits in accordance with the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible to receive the allowance;
- (ii) pursuant to the Maternity SEB Plan, the allowance will consist of:
 - (1) two (2) weeks at 100% of the employee's base pay/regular pay;
 - (2) fifteen (15) additional weeks with payments equivalent to the difference between the Employment Insurance standard gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay;
 - (3) for regular full-time employees base pay / regular pay is defined as the employee's rate of pay per Appendix B prior to the leave;
 - (4) for regular part-time employees base pay/regular pay is the six (6) month average earnings prior to leave.
- (iii) an employee will be deemed to have resigned on the date upon which leave pursuant to this Article ends unless they advised their manager of their intent to return one (1) month prior to the expiration of the leave taken, or if they do not return to work after having given such advice.
- (iv) to be entitled to the Maternity SEB Plan pursuant to Article 19.05 an employee must sign an agreement between the employee, the Corporation and the Union that they will return to work and

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

remain in the employ of the Corporation for a period of at least six (6) months as a regular employee after their return to work.;

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

19.06 Parental/Adoption Leave

This Article replicates the provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) A regular employee shall be eligible for up to sixty-one (61) consecutive weeks of unpaid leave for a birth mother and sixty-two (62) weeks of unpaid leave for a non-birth parent or adopting parent, to be taken in accordance with the provisions of the Employment Standards Act.
- (b) A request for parental/adoption leave must be submitted in writing at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. The Corporation may require that the request be accompanied by:
 - (i) a certificate of a medical practitioner; or
 - (ii) other evidence stating the date of birth of the child or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or,
 - (iii) in the case of adoption, a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) Parental leave shall commence:
 - (i) in the case of a birth mother, immediately following the end of the maternity leave.;
 - (ii) in the case of a non-birth parent, following the birth of the child and within the seventy-eight (78) week period after the birth date of the new born child.
- (d) Adoption leave shall commence following the adoption of the child and within the seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the adopting parent.

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- (e) If an employee is scheduled to return to work immediately following the end of their parental/adoption leave but is unable to do so because the child suffers from a physical, psychological or emotional condition requiring an additional period of parental care, they shall be eligible for up to five (5) additional consecutive weeks of unpaid leave commencing immediately following the end of the normal parental/adoption leave. The Corporation may request medical information to substantiate this additional leave entitlement.
- (f) An employee's combined entitlement to parental and maternity leave is limited to seventy-eight (78) consecutive weeks plus any additional leave the employee is entitled to under Article 19.05(d) or Article 19.06(e).
- (g) Parental Leave Supplemental Employee Benefits Plan (SEB Plan) (Effective July 1, 2013)
- (i) an employee who qualifies for a parental or adoption leave pursuant to Article 19.06 shall be paid a biweekly allowance in accordance with the Parental SEB Plan. In order to receive the allowance, the employee must be eligible to receive employment insurance benefits in accordance with the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible to receive the allowance;
 - (ii) the allowance will consist of ten (10) additional weeks with payments equivalent to the difference between the Employment Insurance standard gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay.
- Note 'base pay/regular pay' is defined as the employee's rate of pay per Appendix B prior to leave.
- For regular part time employees base pay/regular pay is the six (6) month average earnings prior to leave.
- (h) to be entitled to the Parental SEB Plan pursuant to Article 19.06 an employee must sign an agreement between the employee, the Corporation and the Union that they will return to work and remain in the employ of the Corporation for a period of at least six (6) months as a regular employee after their return to work;
- (i) should the employee fail to return to work and remain in the employ of the Corporation for a period of six (6) months as a regular employee, the employee shall reimburse the Corporation for the parental leave allowance received under Article 19.06.

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Signed off this _____ day of _____ 20____

For the Union

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19.07 Public Office

Leave of absence without pay will be granted employees who:

- (a) run for elected office - municipal, provincial, federal;
- (b) are elected to public office.

19.08 Leave Without Pay

Subject to departmental requirements an employee who has completed two (2) years of continuous service will be allowed up to ten (10) consecutive working days leave without pay in any calendar year upon request, and an employee's request will not be unreasonably denied.

Should there be time available on the vacation calendar for the applicable group at the time of the request, the leave will be approved. Such leave will not take precedence over another employee's vacation leave.

19.09 General Leave Without Pay

Notwithstanding any provision for leave in this Agreement, an employee may be granted leave of absence without pay provided their reason for leave is satisfactory to the Corporation. Such situations may include out-of-province or out-of-country family emergencies.

19.10 Military Leave

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

19.11 Educational Leave

Employees who have completed five (5) years of service with the Corporation will be granted up to one (1) year leave of absence without pay to undertake courses or studies to enhance their present and future career prospects with the Corporation. Such leave will be subject to the following conditions:

- (a) The employee will make their leave request known to their manager not less than six (6) weeks prior to the anticipated commencement date.
- (b) Upon notification of a request for such leave, the Corporation may proceed to fill the resultant job vacancy on a permanent basis where the employee's leave of absence exceeds six (6) months.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

- (c) An employee who is granted a six (6) month or less educational leave will be reinstated in their former position upon return from leave. An employee who is granted an educational leave of more than six (6) months will be reinstated into a comparable position within twenty (20) road miles of their last headquarters if their original position has been backfilled. The Union will waive postings as required.
- (d) An employee who is on educational leave will be deemed terminated if they:
 - (i) fail to return to work at the completion of their leave; or
 - (ii) undertake employment in a vocation similar to that in which they were engaged with the Corporation, or become involved in a business interest which would pose a conflict of interest with their employment with the Corporation.
- (e) An employee who returns to work at the completion of their educational leave will not be eligible to request another educational leave until they have completed a further five (5) years of service with the Corporation.
- (f) The employee will be paid out for all earned paid leave entitlements at the commencement of their educational leave, and will commence accrual for such leave entitlements upon reinstatement.
- (g) The employee will be entitled to continued coverage of basic medical and extended health benefits, dental, and group life insurance during the period of educational leave, provided the employee does not obtain similar coverage through any other means, and subject to the Corporation being reimbursed the full costs of such benefits on a month-to-month basis in advance. The employee will not be entitled to paid sick leave or long term disability from the commencement of their educational leave until they return to active employment.

19.12 Long Service Leave

Employees who have completed not less than eight (8) years of continuous service with the Corporation will be granted a leave of absence without pay for a period of six (6) to twelve (12) months, subject to the following conditions:

- (a) The employee must be actively employed at the time their long service leave is to commence, and it may not be combined with any other unpaid leave provisions.
- (b) The employee must have served not less than one (1) year of active employment in their present job classification immediately prior to the requested leave, and have achieved at least a satisfactory performance rating.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- (c) The employee will make their leave request known to their manager not less than six (6) weeks prior to the anticipated commencement date.
- (d) Upon notification of a request for such leave, the Corporation may proceed to fill the resultant job vacancy on a permanent basis where the employee's leave of absence exceeds six (6) months.
- (e) An employee who is granted a six (6) month long service leave will be reinstated in their former position upon return from leave. An employee who is granted a long service leave of more than six (6) months will be reinstated in a comparable position within twenty (20) road miles of their last headquarters if their original position has been backfilled. The Union will waive postings as required.
- (f) The employee will be paid out for all earned paid leave entitlements at the commencement of their long service leave, and will commence accrual for such leave entitlements upon reinstatement.
- (g) The employee will be entitled to continued coverage of basic medical and extended health benefits, dental, and group life insurance during the period of long service leave, provided the employee does not obtain similar coverage through any other means, and subject to the Corporation being reimbursed the full costs of such benefits on a month-to-month basis in advance. The employee will not be entitled to paid sick leave or long term disability from the commencement of their long service leave until they return to active employment.
- (h) An employee who is on long service leave will be deemed terminated if they:
 - (i) fail to return to work at the completion of their long service leave; or
 - (ii) undertake employment in a vocation similar to that in which they were engaged with the Corporation, or become involved in a business interest which would pose a conflict of interest with their employment with the Corporation.
- (i) An employee who returns to work at the completion of their long service leave will not be eligible to request another such leave until they have completed a further eight (8) years service.

19.13 Service Requirements for Leaves of Absence

Employees taking either education leave, long service leave, or general leave without pay (in conjunction with the deferred salary plan), must complete not less than three (3) years of active employment following such leave, before becoming eligible to take another of the above-noted

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For the Union

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leaves. This understanding does not negate the service requirements set out in Articles 19.11 and 19.12 for education and long service leaves respectively.

19.14 Deferred Salary Plan

The Corporation agrees to continue to maintain and administer a deferred salary plan consistent with the following:

(a) Definition

The deferred salary plan, hereinafter referred to as the DSP, is a program which permits employees to defer salary, for the purpose of funding an approved leave of absence without pay.

(b) Compliance with Revenue Canada Regulations

Deferred salary programs are subject to the Revenue Canada Income Tax Regulations and many of the requirements contained in this letter are necessary to comply with such regulations. Failure to comply with the regulations could have significant tax implications for the employee.

While the Corporation and the Union may provide information with respect to the DSP, employees are encouraged to seek advice from a qualified professional or Revenue Canada with respect to the income tax implications prior to entry into the DSP. Once enrolled, employees must direct all questions with respect to the administration of the DSP to the financial institution. Neither the Corporation nor the Union shall be liable to any participant for investments made in the Plan.

Notwithstanding any provisions within this DSP, the DSP must comply with all relevant acts, statutes, and regulations.

(c) Plan Selection and Administration

The Corporation will select a financial institution to oversee the administration of the DSP in a manner consistent with the intent of this DSP.

Administrative expenses of the DSP will be paid out of the plan itself.

(d) Eligibility

Regular employees who have completed two (2) full years continuous employment with the Corporation may participate in the DSP.

(e) Requests for Leave

E&OE

Signed off this _____ day of _____ 20____

For the Union

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The DSP must be taken in conjunction with a leave of absence without pay already provided for in the Collective Agreement, to which the employee is eligible. All applicable provisions for such leaves will apply to any request for leave made in conjunction with the DSP, except as noted elsewhere in this DSP.

Where the employee wishes to take leave and collect a deferred salary in accordance with the terms of this DSP, the duration of the leave must be for not less than six (6) months and not more than twelve (12) months. However, where the deferred salary leave is taken in conjunction with education leave, such leave may be for a minimum of three (3) months.

An employee participating in the Plan must take the deferred leave within six (6) years of joining the Plan.

19.15 Compassionate Care Leave

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act during the term of this Agreement.

(a) In this Article, “family member” means:

(i) in relation to an employee:

- (1) a step-sibling;
- (2) an aunt or uncle;
- (3) a niece or nephew;
- (4) a current or former foster parent;
- (5) a current or former foster child;
- (6) a current or former ward;
- (7) a former guardian, or
- (8) the spouse of:
 - a. a sibling or step- sibling;
 - b. a child or stepchild;
 - c. a parent;
 - d. a grandparent;

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- e. a grandchild;
- f. an aunt or uncle;
- g. a niece or nephew;
- h. a current or former foster child, or
- i. a current or former guardian;

(ii) In relation to the employee's spouse:

- (1) a step-parent;
- (2) a sibling or step-sibling;
- (3) a grandparent;
- (4) a grandchild;
- (5) an aunt or uncle;
- (6) a niece or nephew;
- (7) a current or former foster parent, or
- (8) a current or former ward;

(iii) whether or not related to an employee by blood, adoption, marriage or common law partnership, an individual with a serious medical condition, as described in section 52.1 (2) or 52.11 (4) of the BC Employment Standards Act, who considers the employee to be, or whom the employee considers to be, like a close relative.

(b) An employee who requests leave under this Article is entitled to up to twenty- seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after

- (i) the date the certificate is issued, or
- (ii) if the leave began before the date the certificate is issued, the date the leave began.

The employee must give the Corporation a copy of the certificate as soon as practicable.

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- (c) An employee may begin a leave under this Article no earlier than the first day of the week in which the period under 19.15(b) begins.
- (d) A leave under this Article ends on the last day of the week in which the earlier of the following occurs:
 - (i) the family member dies;
 - (ii) the expiration of fifty-two (52) weeks or other prescribed period from the date the leave began.
- (e) A leave taken under this Article must be taken in units of one (1) or more weeks.
- (f) If an employee takes a leave under this Article and the family member to whom 19.15(b) applies does not die within the period referred to in that sub- article, the employee may take a further leave after obtaining a new certificate in accordance with 19.15(b), and 19.15(c) to (f) apply to the further leave.

19.16 Continuous Employment

This Article replicates the provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) Employees on leaves listed in 19.16(b) will be considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the Collective Agreement.
 - (i) The Corporation will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. The employee is entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
 - (ii) When the leaves ends, the Corporation will place the employee in their former position or one (1) that is comparable.
- (b) As outlined in the BC Employment Standards Act, the applicable leaves for the purposes of Article 19.16 are as follows:
 - (i) maternity leave;
 - (ii) parental leave;
 - (iii) family responsibility leave;

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- (iv) compassionate care leave;
- (v) critical care or injury leave;
- (vi) reservists' leave;

- (vii) leave respecting disappearance of child;
- (viii) leave respecting death of child;
- (ix) leave respecting domestic or sexual violence;
- (x) bereavement leave;
- (xi) jury duty.

19.17 Domestic and Sexual Violence Leave

(a) Definition

In this Article domestic or sexual violence means:

- (i) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm;
- (ii) sexual abuse by any person,
- (iii) attempts to commit:
 - (1) physical abuse by an intimate partner or by a family member, or
 - (2) sexual abuse by any person.
- (iv) psychological or emotional abuse by an intimate partner or by a family member, including:
 - (1) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (2) unreasonable restrictions on, or prevention of, financial or personal autonomy,

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- (3) stalking or following, and
 - (4) intentional damage to property;.
- (b) When an employee, or an eligible person with respect to an employee, experiences domestic or sexual violence, the employee is entitled upon request, during each calendar year, up to ~~three (3)~~ **five (5)** days of paid leave, **and five (5) days of unpaid leave.**
- (c) In accordance with the BC Employment Standards Act when an employee, or an eligible person with respect to an employee, experiences domestic or sexual violence, the employee is entitled upon request, during each calendar year, up to fifteen (15) **additional** weeks of unpaid leave.
- (d) Article 19.17(b) does not apply with respect to domestic violence or sexual violence committed by the employee.
- (e) An employee is only entitled to a leave under Article 19.17(b) if the employee uses the leave for one (1) or more of the following purposes:
 - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence;
 - (ii) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency;
 - (iii) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence;
 - (iv) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely;
 - (v) to seek legal or law enforcement assistance for the employee or the employee's child including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence;
 - (vi) to do anything else prescribed by the regulations.
- (f) If an employee requires variation of their assigned work as a result of domestic or sexual violence, the Union, the Corporation and the employee will work together to support the employee's particular needs

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19.18 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 17 – Paid Sick Leave depending on the employee's request and approval by the Corporation.

The Union, the Corporation and the employee will work together to tailor the transition plan to the employee's particular needs.

The Corporation will hold the requests for Gender Transition leave in strict confidence and will not discuss the nature of the leave without explicit, written permission from the employee seeking the leave.

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, Hoobiye, 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

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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 Corporation as possible. For unexpected ceremonies or events, the employee will provide at least seven (7) calendar days' notice of the leave.

19.20 Cultural Leave

All employees will be granted three (3) days of paid cultural leave to be taken on a recognized cultural holiday or celebration day, or another day as mutually agreed between the member and the Corporation.

19.21 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.

19.22 Leave Respecting Disappearance of a Child

- a) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to fifty-two (52) weeks.
- b) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
- c) A leave must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- d) A leave under this Article may be taken by the employee in:
 - i. One unit of time or
 - ii. more than one unit of time, with the employer's consent

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e) Despite (c), a leave under Article 19.22 ends on the earliest of the following dates, if any apply:

- i. the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
- ii. the date the employee is charged with a crime that resulted in the disappearance of the child;
- iii. the date that is fourteen (14) days after the date on which the child is found alive;
- iv. the date on which the child is found dead;
- v. the date that is the last day of the last unit of time in respect of which the employer consents under Article 19.22(c).

f) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

g) The language in 19.22 mirrors the Employment Standards Act. Should this benefit be removed from the Act, it shall remain in this Agreement. Shall the benefit under the Act be changed to be a superior benefit, it will be deemed to be included in this Agreement.

19.23 Family Responsibility Leave

An employee is entitled to up to 5 (five) days of unpaid leave during each calendar year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family.

19.24 Denial of Leaves

All denials of leave of absence requests will include the rationale for the denial and will be copied to the Union.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#20	Article 20	<i>ARTICLE 20 – MOVING, TRAVELLING, SPECIAL ENTITLEMENTS</i>	

ARTICLE 20

MOVING, TRAVELLING, SPECIAL ENTITLEMENTS

20.01 Headquarters

Each employee will have an established headquarters which will be the location where the employee normally works, reports for work, or the location to which they return between jobs. In certain instances an employee's job may require them to regularly work out of one (1) or more alternate headquarters within a local region. In addition, by mutual agreement between an employee and their manager, an employee may attend an alternate headquarters for the purpose of performing their job. Under this clause the homes of resident adjusters will be considered the established headquarters for those employees and classifications in the absence of a permanent Corporation office.

For the purposes of this Article, local region will be defined as the area within twenty (20) kilometres of the employee's established headquarters.

20.02 General Provisions - Transportation and Travel Time

(a) Transportation - General

Unless otherwise specifically limited below, employees (other than those employees who have assigned vehicles) who are required to travel on Corporation business will be provided with transportation by the Corporation at no cost to the employee except that employees may utilize their personal vehicle subject to the conditions outlined in Article 20.05.

(b) Travel Time - General

Unless otherwise established in this Agreement, all time spent in travel prior to or after regular hours or on scheduled days off excluding time spent in daily travel to and from the employee's established headquarters to work their regular work schedule will be paid as time worked.

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- (c) It is understood and agreed that employees who are away from their established headquarters and are utilizing a Corporation vehicle, will be entitled to use such vehicle for reasonable personal use after regular working hours.
- (d) It is understood and agreed that the Corporation will provide studded snow tires on request and survival kits in Corporation vehicles when such vehicles are to be operated in northern and southern regions as defined in Article 8 when such equipment is deemed to be necessary for the safety and well-being of the operator.

20.03 Commercial Travel

The Corporation will pay the equivalent of economy air fare for air travel, and for other forms of travel will pay the cost equivalent to first class standards plus sleeping accommodation where required for employees travelling on Corporation business. All time spent travelling and waiting for connections for public transportation will be paid as time worked except that when an employee is provided with accommodation at their place of departure such pay shall not start until the employee is required to depart their place of accommodation to catch the scheduled transportation. Pay for travel time on a day on which no work is performed will be limited to a day's pay at the prevailing rate.

20.04 Travel - Involving No Change in Lodging

Employees who are required to report to a temporary headquarters which does not involve any change in lodging will be reimbursed for additional transportation cost incurred or be provided with transportation by the Corporation and will have the difference in travelling time in excess of that which they normally spend reporting to or returning from their established headquarters and their residence paid as time worked.

The parties recognize that there should be reasonable give and take between the employees and Corporation and therefore employees will not claim for daily travelling differences which are fifteen (15) minutes or less.

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 for all distances travelled on Corporation business.
- (b) The Corporation shall reimburse the deductible portion for any accepted claim arising out of any accident which occurs while an employee is using their personal vehicle, whether owned or leased, in the performance of their duties.

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- (c) If the Corporation requires employees to purchase business rate class insurance for their personal vehicle, the Corporation will reimburse the cost of this insurance to the employee on an annual basis.

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:

Breakfast -	\$ 16.00
Lunch -	\$ 18.00
Dinner -	\$ 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.

20.07 Monetary Advances

Employees will receive monetary advances on request when travelling or incurring expenses on Corporation business.

20.08 Moving Expenses

Full-time regular employees will be reimbursed for moving expenses when the employee's established headquarters is changed for reasons set out in 20.08(a) or 20.08(b). Full moving expenses in accordance with 20.08 (a) will have a limit of \$36,750.00. Limited moving expenses in accordance with 20.08 (b) will have a limit of \$15,750.00.

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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:

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- (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.
- (c) 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.

20.09 Moving Expenses Defined

- (a) Full expenses are defined as follows:

Moving

- (i) Costs of
 - packing and unpacking of household furniture and equipment;
 - mover's charge;
 - insurance against damage to household effects in transit;

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- legal expenses incurred in connection with a purchase of a house at a new location;
 - storage of household furniture and equipment which is being moved to the employee's new residence for up to one (1) month, or for such longer period as may be approved by the corporation;
 - legal expenses incurred in connection with discharge of a mortgage in the sale of a principal residence at the former location.
 - provincial property purchase tax and net G.S.T., as applicable, associated with the purchase of a new principal residence. This provision will apply only in instances where the employee is disposing of an owned principal residence at their former location.
- (ii) Provided any claim hereunder is supported by receipted vouchers, the Corporation will pay an amount not exceeding \$800.00 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes.
- (iii) The employee will be responsible for:
- making arrangements for the move, for securing at least two (2) competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Corporation;
 - placing of the insurance on their household effects in transit;
 - obtaining reimbursement from carriers for any damage to effects in transit.

Home Disposal

(i) Rental Premises

Under this provision, the Corporation will guarantee to the employee or their landlord:

- payment of the rental at their old location until the lease is terminated or a sublet arranged, whichever occurs first;

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- payment of any bonus or cancellation fee to the landlord, providing it is approved in advance.

(ii) **Owned Premises**

- real estate commission:

earned real estate commission relating to the sale of the employee's principal residence, not exceeding seven percent (7%) of the selling price, shall be paid by the Corporation. Where there is established by the local real estate board a customary commission in excess of seven percent (7%) of the selling price for residential property, prior written approval for any amount in excess of seven percent (7%) must be obtained from the Corporation.
- mortgage interest and property taxes:

where the employee is selling a principal residence and purchasing another principal residence and where the sale and purchase of these residences overlaps such that mortgage interest and property taxes are being paid temporarily on both residences, the Corporation will pay to the employee the mortgage interest and property taxes on one (1) of these principal residences subject to the following conditions:
 - the Corporation's payments will apply to the period beginning with the commencement of duplicate mortgage interest and property tax payments and ending when the duplicate payments end or when three (3) months have expired, whichever is the earlier; and
 - the Corporation's payment will apply to the principal residence where the sum of mortgage interest and property taxes is lower and will be the actual amount of such mortgage interest and property taxes subject to a maximum of \$800.00 per month (or a pro- rata portion thereof in the case of part months); and
 - the employee will support their claim for payment with documentation which confirms both the existence of duplicate mortgage interest and property tax payments and the amounts of same.

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- definition of principal residence:

the employee's principal residence shall be that property owned by the employee, their spouse or jointly, used for permanent living accommodation and considered to be their mailing address. This definition specifically excludes summer cottages, business ventures such as apartments, rented quarters or business establishments.

Travelling and Living Expenses

The Corporation will pay all reasonable charges for:

- (i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meal, lodging enroute and normal living expenses.
- (ii) In the event that the employee precedes their family to the new location, the Corporation will pay their personal living expenses for a reasonable period required to find reasonable living accommodation.

- (b) Limited expenses are defined as follows:

Moving

- (i) Costs of
 - packing and unpacking of household furniture and equipment.
 - mover's charges.
 - insurance against damage to household effects in transit.
- (ii) Provided any claim hereunder is supported by receipted vouchers, the Corporation will pay an amount not exceeding \$800.00 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes.
- (iii) The employee will be responsible for:
 - making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable

E&OE

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carrier, and prior to signing the contract, submitting the quotation for approval to the Corporation.

- placing of the insurance on their household effects in transit.
- obtaining reimbursement from carriers for any damage to effects in transit.

Travelling and Living Expenses

The Corporation will pay all reasonable charges for:

- (i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meal, lodging enroute and normal living expenses.
- (ii) In the event that the employee precedes their family to the new location, the Corporation will pay their personal living expenses for a reasonable period required to find reasonable living accommodation.

20.10 Special Allowances

(a) Language Premium

(i) 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, three (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 (2) weeks' notice.

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For the Union

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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.

(ii) 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 four (4) consecutive weeks where an employee uses the other language on average three (3) days per week the employee will receive the 5% premium for the entire four (4) week period.

(iii) 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.

(iv) 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 or Mental Health First-Aid Attendant Premium**

Employees designated as First-Aid or Mental Health First-Aid Attendants, who are required to be holders of a valid Occupational First-Aid Certificate, or designated as Mental Health First Aid Attendants by the Corporation, will receive a premium of \$36.00 per month for a level "1" or basic certificate and \$115.00 per month for a level "2", intermediate or mental health first aid certificate, or greater.

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(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. the Corporation will utilize current employees to conduct the training and the Corporation will pay for the full cost of the certification and recertification.

20.11 Training/Travel Guidelines

The Corporation and the Union believe in the benefits of employee training and development. The purpose of training is to provide for upgrading of an employee's knowledge, skills and abilities in order to meet the requirements of their present position, or to develop toward future career alternatives.

The following provisions are intended to apply to job training courses which are directed by the Corporation. In situations where such training occurs away from an employee's established headquarters, and/or when the hours of training vary from an employee's normal hours of work, the employee will attend the hours of the training program, subject to the following:

- (a) The method of travel and time of departure should be discussed between the employee and manager in advance, to obtain management approval on travel arrangements.

By agreement with the manager, these guidelines may be varied to accommodate travel arrangements requested by the employee, however, authorized payments for travel time will be based on the least cost alternative.

- (b) On a day dedicated to training:

- (i) All surplus travel time will be paid at straight time rates regardless of when it occurs.
- (ii) Accrued time in training (inclusive of travel time related to attendance at the training course) which is in excess of the normal hours accrued in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at straight time rates.

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Signed off this _____ day of _____ 20____

For the Union

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- (iii) Where training directed by the Corporation extends beyond 6:00 p.m., such that the total accrued hours in training for the day (exclusive of travel time) exceeds the employee's (normal) regular daily hours, these training hours which exceed the normal daily hours will be paid at overtime rates.
- (c) On a day in which both training and normal work is performed:
 - (i) Accrued time in travel, work, and training which is in excess of the normal hours accrued, in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at one and one-half (1.5) times the employee's hourly rate.
 - (ii) Where training directed by the Corporation extends beyond 6:00 p.m. such that the total accrued hours for the day (exclusive of travel time), exceeds the employee's (normal) regular daily hours, these training hours will be paid at overtime rates.
- (d) If training occurs on an employee's regularly scheduled day off, the employee will have the day off rescheduled (without further compensation).
- (e) Time spent in travel on a Sunday, related to attendance at a training course, will be paid at straight time rates. When such travel commences prior to 5:00 p.m. the employee will be paid for the period from commencement of travel to 5:00 p.m., or to the time the employee arrives at their destination whichever time is latest. Any payment for Sunday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
- (f) Time spent on a Saturday, related to attendance at a training course, will be paid at straight time rates. When such travel commences later than 8:30 a.m., the employee will be paid from 8:30 a.m. to the time at which the employee arrives at their destination. Any payment for Saturday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
- (g) Under this Article, employees may elect to bank any premium hours accrued in lieu of receiving pay, subject to the terms of Article 14.09.

20.12 Corporation Sponsored Events

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

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Signed off this _____ day of _____ 20____

For the Union

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

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#21	Article 22	<i>ARTICLE 22 – HEALTH AND SAFETY</i>	

ARTICLE 22

HEALTH AND SAFETY

22.01 Responsibilities

In accordance with the Workers Compensation Act, Occupational Health and Safety Regulations and all other applicable legislation the Corporation and Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease, and in the promotion of the health and safety of all employees.

The Corporation is committed to providing a safe and healthy work environment for all workers and will establish occupational health and safety policies and programs in accordance with the above-mentioned regulations.

Workers will take reasonable care to protect their health and safety, and the health and safety of other persons who may be affected by the worker's acts or omissions at work, and comply with the above-mentioned regulations.

22.02 Unsafe Work Conditions

In accordance with Article 22.01, no employee shall be disciplined for refusing work which they have reasonable cause to believe is unsafe and where they are acting in compliance with the applicable Occupational Health and Safety Regulation.

Should an employee exercise their right to refuse unsafe work, the Corporation will suspend the work until one (1) of the following steps resolves the issue:

Step 1 Conduct an investigation and determine if the work is safe, or fix the unsafe condition.

Step 2 If the worker still views the work as unsafe, a further investigation must be completed with the participation of a Worker Health and Safety Representative, or another worker if one (1) is unavailable, and the employee who reported the unsafe condition.

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Signed off this _____ day of _____ 20_____

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Step 3 If the worker still views the work as unsafe, the worker and the Corporation must contact WorkSafe BC to conduct an investigation. A prevention officer will then investigate and take steps to find a workable solution.

22.03 Health and Safety in the Workplace

The parties agree there is shared interest in focusing on limiting the impact of the following risks that are associated with the work performed by many employees at the Corporation.

(a) Ergonomic Hazards:

- (i) the Corporation will educate employees on the ergonomic risk factors associated with their positions, and how to mitigate them;
- (ii) the Corporation agrees to provide statistical information on ergonomic related injuries;
- (iii) Joint Worksite Occupational Health and Safety Committee responsibilities will include incident investigations for reported incidents, recommendation of safe work practices and the performance of regular worksite inspections to identify and make recommendations regarding ergonomic related injuries;
- (iv) in consultation with the Joint Occupational Health, Safety and Environmental Committee the Corporation will identify and implement short and long-term changes to education, training and other provisions related to ergonomics;
- (v) the Corporation will design its offices in accordance with Federal, Provincial, and WorkSafe BC standards. The Corporation relies principally on testing information provided through suppliers and other bonafide independent sources in assessing the quality of any new equipment purchase;
- (vi) employees who have concerns or complaints respecting any particular device will be encouraged to report the concern to their manager in writing, with a copy to the Joint Worksite Occupational Health and Safety Committee;
- (vii) employees are encouraged to use relaxation and stretching exercises promoted by the Corporation;
- (viii) employees whose work requires continuous computer usage will be allowed stretch breaks for this purpose as needed, within the

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

guidelines of a five (5) minute break in every one (1) hour of continuous usage;

- (ix) scheduled rest breaks as provided for in the Collective Agreement will be considered as satisfying the need for a stretch break in the applicable time period.

(b) Psychosocial Hazards:

Psychosocial hazards can impact employees' psychological responses to work and work conditions, potentially causing psychological health problems. Psychosocial factors include the way work is carried out, and the context in which work occurs (including the exposure to abusive or threatening behaviour) arising from aspects within the control, responsibility, or influence of the workplace.

The parties agree that all employees have a right to a psychologically healthy and safe workplace, and are committed to identifying risks and implementing processes to promote employees' psychological wellbeing within the workplace.

A psychologically healthy and safe workplace is an environment that actively works to prevent harm to worker psychological health and promotes psychological well-being.

The Parties are committed to establishing, implementing, and maintaining a systematic process for the prevention of psychological harm and the promotion of psychological well-being within the workplace. This systematic process shall include the identification, assessment, and control of psychosocial hazards and risks.

This systematic process will address factors recognized as affecting psychological health and safety, including but not limited to: aspects of workload and demands, clear leadership and expectations, civility and respect, psychological protection from bullying, harassment, stigma, and discrimination, growth and development opportunities, recognition and reward, employee involvement and influence in decision-making where possible, work-life balance, psychological competencies and requirements of the job, psychological and social support, and protection of physical safety, as well as other stressors identified by employees.

The development, implementation, and review of this systematic process shall be carried out in active collaboration with the Union and involve meaningful engagement of employees. This includes participation in identifying hazards, assessing risks, developing recommendations, and evaluating effectiveness.

As part of this commitment, the Corporation shall provide adequate resources to develop, implement, and maintain the systematic process. This includes providing appropriate education, awareness, and training for all employees and those in leadership roles regarding psychological health and safety, psychosocial hazards, and the systematic

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

process. Effective communication channels will be established and maintained to promote openness and facilitate ongoing dialogue and feedback regarding psychological health and safety initiatives.

The systematic process shall include:

- i. Planning for the management of psychological health and safety;
- ii. Developing and implementing preventive and protective measures to address identified hazards and risks;
- iii. Establishing and maintaining procedures for reporting and investigating work-related psychological health and safety incidents, respecting confidentiality and privacy;
- iv. Establishing procedures to monitor, measure, and record psychological health and safety outcomes and the effectiveness of the implemented measures, in consultation with the Union and employees;
- v. Conducting regular management reviews of the process and outcomes, with Union participation.

The goal of this systematic process is the continual improvement of psychological health and safety in the workplace.

(c) Environmental Hazards:

An environmental hazard is a substance, a state or an event which has the potential to threaten the surrounding natural environment and or adversely affect people's health. Any single or combination of toxic chemical, biological, or physical agents in the environment, resulting from human activities or natural processes, that may impact the health of exposed subjects, including pollutants.

The Corporation and Union are committed to identifying risks and implementing processes to promote employees' environmental wellbeing within the workplace.

(d) Chemical Hazards:

A chemical hazard is a type of occupational hazard caused by exposure to chemicals in the workplace. Exposure to chemicals in the workplace can cause acute or long-term detrimental health effects.

The Corporation and Union are committed to identifying risks and implementing processes to promote employees' wellbeing within the workplace in regards to the chemical hazards.

22.04 Investigation of Incidents

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- (a) Employees who experience a work-related injury or illness are required to report the incident to their manager and WorkSafe BC in accordance with the Workers Compensation Act.
- (b) Whenever a lost time accident, medical aid or near miss event occurs, a Union appointed member of the applicable Joint Worksite Occupational Health and Safety Committee and the manager shall conduct an investigation within forty-eight (48) hours and take appropriate corrective action. Near misses that have the potential to cause serious physical injury or may lead to a systemic risk of injury to an employee or group of employees will also be investigated. The Worker Representative on the Joint Worksite Occupational Health and Safety Committee will submit copies of the findings to the Union.
- (c) The parties agree to provide each other with notice of any appeals they initiate relating to decisions made by WorkSafe BC respecting any employee claim, and the Corporation will provide the Union with a copy of any notice of appeal received, respecting any employee claim.

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

- (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)

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- (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 the Corporation 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.

22.07 Responsibilities of the Worker Health and Safety Representatives, OH&S and OHS&E Committees

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Signed off this _____ day of _____ 20____

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The OH&S Committees, OHS&E Committee and Worker Health and Safety Representatives play an important role in the occupational health and safety of the workplace. They provide a way to work together to identify unsafe conditions and to make recommendations. It is agreed that they will have the following specific duties and functions:

- (a) Identify situations that may be unhealthy or unsafe for workers, and advise on effective systems for responding to those situations.
- (b) Consider, and promptly deal with complaints relating to the health and safety of workers.
- (c) Consult with workers and the Corporation on issues related to occupational health and safety, and the occupational environment.
- (d) Make recommendations to the Corporation and the workers for the improvement of the occupational health and safety, and the occupational environment of workers.
- (e) Make recommendations to the Corporation on educational programs promoting the health and safety of workers and compliance with Part 3 of the Workers Compensation Act and the regulations, and to monitor their effectiveness.
- (f) Advise the Corporation on programs and policies required under the Regulations for the workplace, and to monitor their effectiveness.
- (g) Advise the Corporation on proposed changes to the workplace, including significant proposed changes to equipment and machinery, or the work processes that may affect the health or safety of workers.
- (h) Ensure that accident investigations and near misses (that have the potential to cause serious physical injury or may lead to a systemic risk of injury to an employee or group of employees), and regular inspections are carried out as required by the Workers Compensation Act and any other applicable regulations.
 - (i) Participate in inspections, investigations and inquiries as provided in Part 3 of the Workers Compensation Act and Section 3 of the Regulation.
- (j) In worksites where a Worker Health and Safety Representative is required, the Worker Representative has the same duties and functions as a worksite OH&S Committee, to the extent practicable.
- (k) Other duties as agreed to by the Corporation and the Union.

22.08 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.

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Where employees are required to wear protective footwear the Corporation will reimburse employees up to \$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 \$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.

22.09 Visual

The Corporation will provide a baseline ophthalmological examination to all regular employees whose usage of Video Display Terminals (VDT) on a continuous basis exceeds one (1) hour per day or whose intermittent usage exceeds four (4) hours per day. Follow-up examinations will be the employee's responsibility. Corrective lenses, where necessary, will be the employee's responsibility to procure (in most instances under the extended health care plan). Employees who are required to use VDT's and who develop visual impairment or visually related disabilities which limit their ability to perform their job will be handled on the basis of a medical disability - provided they have functioned in the position for at least six (6

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#22	ARTICLE 23	ARTICLE 23 – STRIKES AND LOCKOUTS	

ARTICLE 23

STRIKES AND LOCKOUTS

During the life of this Agreement the Union will not authorize any strike or walkout and the Corporation will not cause any lockout. Notwithstanding the foregoing, under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line or, in the case of remote workers, to refuse to perform work in any instance where there is a legal picket line of a trade Union at a location where such employees would normally work if not working remotely.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#23	Article 26	<i>ARTICLE 26 – ELECTRONIC MONITORING</i>	

ARTICLE 26

ELECTRONIC MONITORING

26.01 Notice of Monitoring

The Corporation agrees to provide the Union with notice of equipment and facilities which have the capability of monitoring and/or measuring individual employee and/or group performance on an annual basis. The Corporation further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to its application, and on an annual basis thereafter.

26.02 Performance Monitoring

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee will be advised that such monitoring is to occur. This includes reviewing electronic productivity information such as login times and locations, key strokes, activity, use of programs etc.

26.03 Monitoring Guidelines

The Corporation will not install monitoring equipment for reasons not related to the Corporation's business. The Corporation will advise employees of the location of equipment which is installed on a permanent basis for reasons of security. Specialized equipment - i.e. not regularly installed for security reasons - will not be installed for purposes of monitoring employees without reasonable cause.

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(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#24	Article 28	<i>ARTICLE 28 – DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT</i>	

ARTICLE 28

DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT

28.01 Introduction

The parties recognize the right of all employees to work in an environment free from discrimination and workplace bullying and harassment. All parties, including employees, have responsibilities under the Corporation's policies, Workers Compensation Act and Regulations and British Columbia's Human Rights Code.

Furthermore, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

28.02 Definitions

(a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code.

(b) Bullying and Harassment

Bullying and harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows or ought to know would cause offence, humiliation or intimidation. Bullying and harassment denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may, or may not, be linked to the protected grounds specified in the B.C. Human Rights Code.

Bullying and harassment excludes any reasonable action taken by a manager relating to the management and direction of workers. Furthermore, not all disagreements between employees fall into the classification of bullying and harassment.

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(c) **Sexual Harassment**

Sexual harassment is an example of bullying and harassment that is linked to a protected ground specified in the B.C Human Rights Code. Sexual harassment includes conduct or comments made by a person who knows, or ought reasonably to know, are unwelcome and that create an intimidating, hostile or poisoned work environment, and includes but is not limited to:

- (i) comments with sexual overtones;
- (ii) leering or unnecessary physical contact;
- (iii) sexual flirtations, advances, propositions, or requests;
- (iv) sexually suggestive, obscene or degrading comments, remarks, gestures, or innuendoes;
- (v) offensive jokes of a sexual nature;
- (vi) the expression of sexist attitudes, language or behaviour;
- (vii) displaying or circulating pornographic pictures or other material of a sexual nature;
- (viii) stalking;
- (ix) suggestive comments or conduct that is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply;
- (x) conduct or comments that are accompanied by the actual denial of opportunity, or express or implied threat of the denial of opportunity.

Sexual harassment can occur between any two (2) or more employees, and is not restricted to interactions between supervisors and subordinates.

28.03 Responsibilities

(a) The Corporation Responsibilities:

In accordance with 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:

- (i) regularly review and update its policies and procedures related to bullying and harassment;

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- (ii) regularly educate all employees on the abovementioned policies;
- (iii) investigate reports of workplace bullying and harassment in accordance with the Corporation's policies and procedures, including complaints related to external parties that arise while employees are conducting work on behalf of the Corporation;
- (iv) discipline or take other appropriate action against any person who engages in bullying or harassment in violation of this Article;
- (v) discipline or take other appropriate action against any person who under this Article makes a claim of bullying or harassment, which is determined to be frivolous, vexatious or vindictive in nature;
- (vi) discipline or take other appropriate action against any person who retaliates against anyone involved in a bullying or harassment complaint.

(b) Employee Responsibilities:

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

- (i) promptly reporting if bullying and harassment is observed or experienced where work is being conducted on behalf of the Corporation, including incidents involving external parties;
- (ii) not engaging in bullying and harassment while conducting work on behalf of the Corporation.

Employees who engage in workplace bullying or harassing behaviour will be subject to discipline or other action by the Corporation up to and including discharge.

No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of harassment or discrimination. If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

28.04 Harassment Advisors

Harassment Advisors are people trained to explain the options available to the complainant and to recommend a course of action to the complainant. They have no authority to investigate a complaint or to attempt to mediate a resolution.

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For the Union

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- (a) There will be six (6) ICBC employees appointed as Harassment Advisors, with three (3) being appointed by the Corporation and three (3) being appointed by the Union. The make-up of the group will reflect the diversity of the ICBC workforce.
- (b) The parties mutually agree to maintain a list of Harassment Advisors whose names will be published and made available to employees via the email bulletin board system.
- (c) Harassment Advisors will be given reasonable leave, without loss of pay, during their regular work day to respond to requests from employees for guidance in handling harassment complaints.

28.05 Complaint Process

(a) Informal Resolution

An employee who believes they are the recipient of inappropriate or unacceptable behaviour, not linked to the protected grounds specified in the B.C. Human Rights Code, is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution.

The employee should:

- (i) tell the alleged harasser(s) to stop, if possible;
- (ii) document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible.

If dealing directly with the person is either unsuccessful, or is considered inappropriate, the complainant may seek the confidential advice of their manager (or their manager, if appropriate), a Harassment Advisor, the Union, or the Manager, Employee Relations.

(b) Formal Complaint Resolution Process

All formal complaints will be investigated by Employee Relations or an external party, as deemed appropriate by the Manager, Employee Relations. 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.

Upon conclusion of its investigation, the Corporation will determine whether discipline and/or other measures are appropriate. If the complainant and respondent require further support to resolve the issue between them, the Union will be advised of the issue and the name of the individual who has been assigned to facilitate the discussion between the parties. Any party may withdraw from these discussions at any time.

(c) Disagreements with Respect to the Resolution Process

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Signed off this _____ day of _____ 20____

For the Union

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Should an employee or the Union disagree with the process by which a bullying or harassment allegation was handled, they may file a grievance in accordance with Article 3.

(d) Withdrawal of Complaints

Nothing in this Article precludes the Corporation or the Union from conducting its own investigation and from taking appropriate action, even if the employee withdraws a complaint or grievance

28.06 Union Participation

The Union shall be advised of any harassment or respectful workplace complaints involving a bargaining unit member and shall have the option to participate in the investigation.

28.07 Investigation Findings

The Corporation shall provide the Union with the investigation findings for all investigations that involve a member of the bargaining unit.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#25	APP B	APPENDIX B – SALARY GRID	

The parties to discuss wage increases and term of collective agreement.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#26	LOU D-2	<i>LOU D-2 – ESTIMATOR TRAINEES</i>	

The Union proposes to keep the Letter of Understanding.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#27	LOU D-3	<i>LOU D-3 – ADVANCED SRS CAREER PATH PROGRAM</i>	

The Union proposes to keep the letter of understanding with the amendments below.

LETTER OF UNDERSTANDING

RE: ADVANCED SUPPORT & RECOVERY SPECIALIST CAREER PATH PROGRAM

The provisions set out in this Letter of Understanding are intended to support the Corporation's commitment to the development of its employees working in Enhanced Care. The Corporation recognizes the value in career development and career advancement of the Senior Support & Recovery Specialists (SSRS) who may wish to become Advanced Support & Recovery Specialists (ASRS). This letter shall take effect the date of signing below.

1. Definitions

"Program" - Fourteen (14) month ASRS Acting Appointment position and required course work
"Employee" - Participants in the ASRS Career Path Program

"Successful Employee" - Employee that successfully completes the ASRS Career Path Program

2. Entry into the Program

- a) The Corporation will determine when the Program will be offered annually and will include the following information in the posting for the Program:
- The date the Program is scheduled to commence;
 - Anticipated headquarters of the Program participants, if known; and
 - Details about the Program including courses to be completed and the timeline expected for course completion.

The Corporation will offer information session(s) about the ASRS role throughout the posting period, which will be a minimum of five (5) days. These session(s) will be offered during work hours and all efforts will be made by managers to make these sessions available for SSRS employees that are eligible to apply. Eligibility is defined according to

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section 2. B (i) and (ii) of this LOU. These information session(s) shall cover the rewards and challenges of the work, and expectations of the Program. These session(s) will also outline what happens once Employees complete the Program, if an Employee chooses to leave the Program, or is not successful.

- b) Applications into the Program requires meeting all of the mandatory minimum prerequisites below:
 - i. A minimum of two (2) years of Senior Support & Recovery Specialist experience;
 - ii. Must be highly rated in current and previous two (2) consecutive yearly performance periods;
 - iii. Attended at least one ASRS information session. Should the Corporation choose not to offer information sessions, this prerequisite will no longer be valid; and
 - iv. A manager recommendation.
- c) Applicants that meet all mandatory minimum pre-requisites in b) above may apply to the Program.
- d) Applicants will be accepted into the Program at the sole discretion of the Corporation and will be placed in a fourteen (14) month Acting Appointment as an ASRS. Acting Appointments shall be on the basis of knowledge, skills, and ability relative to the ASRS role. Where the knowledge, skills and abilities of two or more applicants are relatively equal, seniority will be the determining factor. Program participants will have to successfully complete the required course work during the fourteen (14) month Program.
- e) Both parties agree that Collective Agreement Article 7 - Job Postings and Competitions does not apply.
- f) The Program will be filled on an operational needs basis as determined by the Corporation.
- g) Both parties agree that the Acting Appointment within the Program will be fourteen (14) months which will exceed the six (6) month period as stated in the Collective Agreement Article 11.16 (b). As such, both parties agree that Collective Agreement Article 11.16 (b) will not apply for the duration of the fourteen (14) month Program with respect to requesting for extensions.

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Signed off this _____ day of _____ 20____

For the Union

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3. Successful completion of the Program will consist of the following:

- a) Completion of the fourteen (14) month ASRS Acting Appointment with evaluations that indicate the Employee has "met expectations" at the following intervals:
 - i. Weekly: weeks 1-4
 - ii. Bi-weekly: months 2-6
 - iii. Monthly: months 7-14
- b) Successful completion of the approved course work within the fourteen (14) months of the Program.
- c) If the employee is unsuccessful at any time during the period of the Program, they will be deemed to be unsuccessful and their participation in the Program (including the Acting Appointment) will come to an end. The employee will return to their SSRS position. As a result of this:
 - i. Unsuccessful employees that return to the SSRS position will have their remaining accrued time off (TO) days paid out.
 - ii. The Corporation will place the unsuccessful employees back into their original nine-day fortnight schedule as an SSRS, or to a schedule close to their original nine-day fortnight schedule as an SSRS until the next shift.bid occurs.
 - iii. All preapproved vacation will be honoured as operationally feasible.
- d) Upon successful completion of the Program: Employees will be either;
 - i. Be converted into a full-time regular ASRS in order of seniority if a position becomes immediately available. If converted, no change is required to their headquarters, unless mutually agreed by the parties;
 - OR
 - ii. Will return to their SSRS position. Successful Employees shall be placed in the next available ASRS vacancy prior to any other internal or external postings being filled. In the event of multiple Successful Employees who return to the SSRS position, selection to an ASRS vacancy shall be done in order of seniority, unless mutually agreed by the parties.

Successful Employees that return to the SSRS position will have their remaining accrued time off (TO) days paid out.

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Signed off this _____ day of _____ 20____

For the Union

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The Corporation will place the Successful Employees back into their original nine-day fortnight schedule as an SSRS, or to a schedule close to their original nine-day fortnight schedule as an SSRS until the next shift bid occurs.

- iii. All preapproved vacation will be honoured as operationally feasible whether a Successful Employee is converted to a fulltime regular ASRS or returns to their SSRS position.

4. Course Requirements

- a) Prior to registration, all Employees in this Program must have each course pre-approved, in writing, by a Senior Manager, Recovery & Benefits (Advanced). See Schedule A, subject to change based on course availability.
- b) Registration/ Course fees are paid by the ~~Employee~~ Corporation when course registration occurs. Upon proof of successful course completion, the Employee shall request reimbursement for applicable courses as per the Collective Agreement Article 21.03 (b).
- c) All courses are to be completed ~~outside of~~ during work hours. Time spent in the completion of the courses (including but not limited to course attendance, completing course work and course examinations) is ~~unpaid, and must be conducted in the Employee's own time. However, the Corporation agrees to provide one (1) hour a week during work hours in which the Employee can complete course work subject to mutual agreement between the Employee and management.~~
- d) Should the Employee have completed a required course within five (5) years of commencing the program, and the course content can be verified as substantially the same, the Employee shall receive credit for the course.

5. Withdrawal from Program

- a) Withdrawal from the Program. The Corporation acknowledges that employees learn and excel at different rates and is committed to making reasonable efforts to assist Employees in succeeding at this Program. However, in the event an employee chooses to leave the program, or ii is determined that the Employee will not be successful in the Program, their participation will end. The Employer will advise the Union of any Employees it deems unsuccessful. The parties to this agreement will work together on the transition of the

Employee back to their SSRS position. The Employee will return to their SSRS position. The Employee will not be expected to pay back the course fees for

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successfully completed courses. The Corporation reserves the right to seek reimbursement of the incomplete courses due to the Employee's withdrawal from the Program.

- b) Should an Employee be away from work due to an approved leave of absence, they will resume the Program upon their return to work and their time in the program shall be bridged, less the length of the leave of absence.

6. General Provisions that apply to the Program

- a) Compensation. The relevant provisions of Article 11 of the Collective Agreement will apply.
- b) Hours of Work and Premiums. Employees shall be covered by Article 12.05 (b) of the Collective Agreement.
- c) Vacation Entitlement and Bidding. Employees who enter the Program shall have preapproved vacation honoured for the remainder of the calendar year, if operationally feasible. For unscheduled vacation, Employees will be included in the ASRS vacation calendar for their assigned headquarters. Employees will be included in the ASRS vacation bid for their assigned headquarters in all subsequent vacation years. Should an Employee return to their SSRS position at any time during the Program, their preapproved vacation shall be honoured. if operationally feasible
- d) For Employees in the Program requiring leave of absence or extended time away from work prior to completion of the Program, the corporation reserves the right to review each situation individually to determine the best course of action for all parties involved.
- e) Headquarters. The Corporation shall make all reasonable efforts to keep the Employee at the headquarters of their SSRS position.
- f) Unless otherwise stated, all other provisions of the Collective Agreement apply.

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Schedule A (subject to change based on course availability):

Course	Source	Cost	Delivery	Duration	Hours	Enrollment	Registration
*DMHR 555: Job Analysis for Human Resources Managers with Disability Management Responsibilities	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
**DMCCR- Assistive Technology and Accommodation	NIDMAR	\$250	Online	One week	12	2 sessions offered per year in Spring and Fall	Online through Pacific Coast University
DMCS 750- Mental Health Issues and the Recovering Worker	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
DMCS 760- Mental Health Conditions and Return to Work	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
DMCS 755- Mental Health Communication and Return to Work Communication	NIDMAR	\$250	Online	One week	12	2 sessions offered per year, Spring and Fall	Online through Pacific Coast University
Trauma- Informed Practice (TIP)	Association of Psychologic al Therapies	\$100	Online	Max one (1) year	3	Available anytime	Online through Association of Psychological Therapies
Core Indigenous Cultural Safety Health	San'Yas	\$300	Online	Eight (8) weeks	12	Cohorts start 1-2 times each month	Online through San'Yas

*Note courses, course content and course costs are subject to be updated and/or changed

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#28	LOU 2	<i>LOU 2 – ORGANIZATION TITLE CHANGES</i>	

The Union proposes to keep the Letter of Understanding, with updates as needed to reflect current organization titles.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#29	LOU 5	<i>LOU 5 – CO-OPERATIVE EDUCATION STUDENTS</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#30	LOU 6	<i>LOU 6 – JOINT RETURN TO WORK PROGRAM</i>	

The Union proposes to keep the letter of understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#31	LOU 13	<i>LOU 13 – WORKING FROM HOME</i>	

The Union proposes to keep the letter of understanding with the amendments below and discuss the letter of understanding.

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;
- (4) the availability of equipment and internet service as outlined in this LOU, specifically 3 (c) Equipment and Expenses;

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- (5) the manner and frequency of contact between manager and employee; and
- (6) any other factors deemed relevant by the Corporation.

(ii) Employees ~~shall may~~ not typically work from home more than twelve (12) days in a 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). Should the work from home arrangements be cancelled by management, the Union will be copied and both the employee and the Union provided with the reason for cancellation.

All requests to work from home will be evaluated on their merits. Individuals requiring a medical accommodation to work from home will provide the necessary medical information to support their request, and a long-term work from home status may be granted.

(b) Work Schedule

When working from home an employee's normal weekly work schedule applies. Employees are permitted to utilize their time off on in-office days and will not be required to make up such days.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

(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.

(vii) Shall the Corporation become aware that an employee injured themselves while working from home, the employee will be provided with the required worker's compensation forms and an incident investigation will take place.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

(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.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

(vii) Roles that have or will transition to “Primary Remote” shall not be transitioned back to in-office work.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#32	LOU 14	<i>LOU 14 – MATERIAL DAMAGE JOINT COMMITTEE</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#33	LOU 16	<i>LOU 16 – RETIREE-PAID, ENHANCED POST-RETIREMENT BENEFITS</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#34	LOU 17	<i>LOU 17 – WELFARE BENEFITS FOR CORPORATION RETIREES</i>	

The Union proposes to keep the Letter of Understanding, and discuss improvements to the current welfare benefits plan for retirees.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ICBC PROPOSALS 2025 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#35	LOU 18	LOU 18 – WORKLOADS – CLAIMS DIVISION	

The Union proposes to keep the letter of understanding with the amendments below.

LETTER OF UNDERSTANDING RE: WORKLOADS – CLAIMS DIVISION

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

- 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 Corporation 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 including at least one (1) operations manager (not including the Operations Manager), and three (3) employees from within the relevant job function group who are elected or appointed through the Union:

- Legal services (Legal Secretary; Paralegal);
- Adjusting services (Claims Adjuster; Claims Adjuster Commercial Auto Claims Specialist 1, Auto Claims Specialist 2);
- Claims Contact Centre (Customer Service Adjuster Auto Claims Specialist 1);
- Injury services (Customer Claims Specialist; Claims Specialist, Senior Claims Specialist);
- Administrative (Claims Document Support Assistant; Claims Support Assistant);

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For the Union

For the Employer

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

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 Union Coordinator will be paid not less than the maximum of Salary Group 10 or their regular salary with the Corporation, whichever is greater, for the period(s) when they are acting as Union Coordinator.

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.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

- (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 responses from management representatives, 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 prior to the first committee meeting. 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. Such standards will be communicated annually to the affected employees.
7. No reprisal will be taken against an employee as a result of initiating a workload complaint through the Workload Committee.

8. Workload Study

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

The Corporation will utilize a third-party to conduct a workload study on the Claims Division roles by the end of the year 2026. The study will be for the purpose of measuring productivity and establishing standards which are fair and equitable for employees. The full results of the study including all reports and findings will be shared with the Union.

8. Workload Maximums

Management of employees in the Auto Claims Specialist roles shall enforce the following maximum workloads:

Auto Claims Specialist II

Maximum intake per month shall be seventy (70) files.

Maximum pending files shall be one hundred (100).

Auto Claims Specialist III

Maximum intake per month shall be thirty-five (35) files.

Maximum pending files shall be seventy (70).

Auto Claims Specialist IV

Maximum intake per month shall be ten (10) files.

Maximum pending files shall be one hundred (100).

Management of employees in the Estimator roles shall enforce the following maximum workloads:

Express Estimators

Maximum intake per day shall be fifteen (15) files including no more than four (4) total losses

Field Estimators

Maximum intake per day shall be eight (8) files

Specialty Vehicle & Commercial Estimators

Maximum intake per day shall be five (5) files

Management of employees in the Senior Support & Recovery Specialist role shall enforce the following maximum workload:

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

Senior Support & Recovery Specialist

Maximum caseload of no more than fifty (50) files

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#36	LOU 19	<i>LOU 19 – EXTENDED HOURS OF WORK LOCATIONS</i>	

The Union proposes that the Parties discuss the current application of this letter of understanding and whether it should be renewed.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#37	LOU 22	<i>LOU 22 – USE OF PLAIN LANGUAGE</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#38	LOU 25	<i>LOU 25 – PAYOUT OF HISTORICAL TO DAY BANKS (PRIOR TO JANUARY 1, 2009)</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#39	LOU 26	<i>LOU 26 – CLAIMS WORKFORCE TRANSITION</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#40	LOU 27	LOU 27 – VACATION SCHEDULING	

The Union proposes to keep the letter of understanding with the amendments below. The Union additionally proposes to discuss the letter of understanding, and update the job titles for position's where the title has changed.

LETTER OF UNDERSTANDING

RE: VACATION SCHEDULING

Article 15 of the Collective Agreement concerns Annual Vacations, and provides that employees must submit their vacation selection preferences no later than November 20 (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 Corporation 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 Corporation to complete the number of vacation selection rounds necessary to address all employee vacation selections by the Schedule Deadline; and

The Corporation 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 agreement of the parties.
 - C. 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

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

acting position or their regularly owned position in each round of Selection. Employees can only make selections for the position chosen by them 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.

- D. 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.
- E. The Corporation will provide the allocated vacation results to the Union upon request.
- F. The Corporation agrees to assign one job steward to act as a point of contact for employees who have questions or concerns about the call outs conducted by the Corporation. The Corporation 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. The assigned job steward will be provided with the rationale of the Corporation as to the availability of vacation for a particular group upon request.
- G. 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.
- H. 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 Corporation 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 Corporation will update this tool daily throughout the vacation selection process.
- B. In order to increase and improve visibility in the vacation bidding process, the Corporation will provide employees with access to a video tutorial on

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

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 no later than the fourth business day of October in each calendar year (“Vacation Bid Commencement Date”).
- D. Employees 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 #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.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- H. 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 Corporation 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 Corporation 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 Corporation 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

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

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.

- 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 Corporation will make best efforts to process the four vacation selection rounds in accordance with the Round Deadlines. However, the parties acknowledge that the Corporation 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 Corporation 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, 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 20th. If no contact information is provided, the Corporation 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 in which they can expect to be called to bid their vacation.

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Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- 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 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 will be from 8:00am to 6:00pm, Monday-Friday. To facilitate this, calls 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:

Call Centre Coordinator
Claims Contact Representative

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

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 Adjuster
Administration Coordinator
Claims Adjuster Commercial
Estimator (Express)
Customer Claims Specialist
Support and Recovery Specialist

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#41	LOU 28	<i>LOU 28 – CLAIMS DIVISION PROVINCIAL SCHEDULING FOR CERTAIN CLASSIFICATIONS</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#42	LOU 30	<i>LOU 30 – 24 X 7 SHIFTS FOR TECHNICAL SUPPORT SPECIALISTS</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#43	LOU 32	<i>LOU 32 – CHANGES TO CLAIMS RESULTING FROM THE RATE AFFORDIBILITY ACTION PLAN (RAAP)</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#44	LOU 33	<i>LOU 33 – ENHANCED CARE MODEL TRANSITION</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#45	LOU 34	<i>LOU 34 – CHANGES RESULTING FROM THE TRANSITION TO ENHANCED CARE</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#46	LOU 35	<i>LOU 35 – SALARY GROUP 3 AND SALARY GROUP 4 PAY AND STEP PROGRESSIONS</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#47	LOU 36	<i>LOU 36 – OFFICE RELOCATIONS AND CLOSURES</i>	

The Union proposes to keep the letter of understanding with the amendments below.

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.

The Corporation will make every effort to maintain and expand its rural locations.

For the Union:

Trevor Hansen

Date: June 2, 2023

For the Corporation:

Jennifer Walker

Date: June 2, 2023

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#48	LOU 37	<i>LOU 37 – RECRUITMENT AND RETENTION INCENTIVE PAYMENTS – INFORMATION SERVICES DEPARTMENT</i>	

The Union proposes to keep the Letter of Understanding with the amendments below.

LETTER NO. 37

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~~ **\$1.75** per hour worked.

Recruitment Incentive Program

2. Effective upon ratification, the Corporation will pay a one-time Recruitment Incentive of ~~\$3,000~~ **\$3547**, less applicable deductions to the 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.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

6. The Parties may mutually agree to change classifications and/or amounts listed in Schedule A.

7. Once a market adjustment has been implemented it cannot be removed from an eligible regular employee so long as they remain in the position and the principal duties of the position remain unchanged.

Schedule A:

Classifications	Job Code	Salary Group
Infrastructure Platform Administration II	680	10
Senior Infrastructure Architect	920	13
Identity and Access Design Specialist	259685	13
IT Service Desk Analyst	1005	9
IT Service Operations Analyst	259794	9
Senior IT Services Analyst	990	10
Data Engineer	280675	11
Data Engineer – Intermediate	280676	13
Data Visualization Analyst	280025	9
Data Visualization Analyst – Intermediate	280673	11
Data Visualization Analyst – Senior	280674	13
Data Integration Analyst	246825	13
Data Architect	280677	11
Data Architect – Intermediate	280639	13
Database Administrator	478	12
Senior Database Administrator	751	13
QA Analyst	274316	9
QA Analyst – Intermediate	274318	11
QA Analyst – Senior	274319	13
Business Systems Analyst	274552	10
Business Systems Analyst – Intermediate	274553	12
Business Systems Analyst – Senior	274539	13
Developer	274758	11
Developer – Intermediate	274759	12
Developer – Senior	274780	13
Technical Support Specialist	258023	10

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

<u>Technical Specialist</u>	<u>479</u>	<u>12</u>
Senior Technical Specialist	472	13

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#49	LOU 38	<i>LOU 38 – ONE TIME SUBSIDY PAYMENT</i>	

The Union proposes to remove the letter of understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#50	LOU 39	<i>LOU 39 – DIVERSITY EQUITY INCLUSION TRAINING</i>	

The Union proposes to keep the Letter of Understanding.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

Union			
Number	Affected Article/MOU	Date:	Time:
UP#51		<u>NEW – LOU 40 – JOB EVALUATION PLAN REVIEW</u>	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 40

LETTER OF UNDERSTANDING

RE: JOB EVALUATION PLAN REDESIGN

The Employer and the Union agree on the need to jointly design and implement a new job evaluation plan. To that end, the parties agree to replace it with a new joint job evaluation plan (the “New JE Plan”).

1. Joint Job Evaluation Committee (JJEC)
 - a) The Committee’s role is to oversee the project, make decisions on the evaluation criteria, and make recommendations. Once a new system has been agreed upon by the Parties, the Committee will assist with the implementation, and planning.
 - b) Appointees shall include technical experts chosen by both the Corporation and the Union. Technical experts shall be persons who have job evaluation knowledge or have received job evaluation training and are fully conversant in the application of the job evaluation plans. Both parties commit to dedicating the necessary resources to meet their respective obligations.
 - c) The Committee shall meet during regular business hours, and employees participating in the Committee shall do so without loss of pay.
 - d) The Committee will make recommendations to the Vice-President, People, Culture and Sustainability at the Corporation, and the Vice President, ICBC at the Union.
2. The JJEC will develop the following:
 - a) Factors, degrees, weightings, and point bands
 - b) Recognition of formal supervision
 - c) Comprehensive creation of net new benchmark positions.
 - d) Glossary definitions

- e) Application guidelines
 - f) Classification groupings/job architecture
 - g) Discussion of Growth Plans
 - h) An expedited process to review and agree on the creation of net new benchmark positions.
3. The New JE Plan will establish Benchmark Reference Positions within ICBC with the intention of providing the most comprehensive expanse of relevant duties and will update the Benchmark Reference Positions as needed to ensure their continued relevance throughout the design process.
4. Principles Applicable to the New JE Plan

The following principles will apply to the new JE plan will include:

- gender pay equity and gender neutrality
- diversity and inclusion
- equitable treatment of employees across ICBC
- standardization of pay for classifications in identical or near identical roles
- the ability to consistently refresh benchmark reference positions on a periodic basis
- ensuring employees will be credited in classification placement via any scoring system for all the duties regularly or periodically performed in the course of their work.
- ensuring the diversity and comprehensive breadth of roles and duties performed at ICBC are adequately recognized and weighted.
- new and expanding duties will be regularly reviewed and added to ensure benchmarks stay current and relevant.

5. Timeline for Development of the New JE Plan and Transitional Period

The New JE Plan will be finalized by the conclusion of the term of the current collective agreement according to the following timeline:

<u>Action</u>	<u>Completion Date</u>
<u>1. Selection of JJEC members</u>	<u>December 15, 2026</u>
<u>2. Initial meetings, establishment of terms of reference for the JJEC, scheduling of future meetings</u>	<u>January 15, 2027</u>

<p>3. Preliminary Assessment and Design including:</p> <ul style="list-style-type: none"> • Hiring of external job evaluation and pay equity consultants to advise the committee (at the cost of the Corporation). • Reviewing former job evaluation system to identify strengths and weaknesses • Gathering and conducting data analysis and information on possible solutions • Conducting early diversity and inclusion and pay equity analysis • Finalizing the conceptual framework, draft design and approach 	<p><u>June 2027</u></p>
<p>4. Plan Development</p> <ul style="list-style-type: none"> • Assessing and deciding on job evaluation factors, degrees and glossary language to be established • Creating preliminary weightings and point bands • Determining the approach to classification coding and administration • Developing draft language for the job evaluation plan • Beginning benchmark design and drafting a process for expedited process for reviewing and updating benchmarks. • Creating Glossary definitions • Reviewing Growth position placement and related issues • Gathering feedback from subject matter experts and incorporating feedback 	<p><u>October 2027</u></p>



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

<ul style="list-style-type: none">• <u>External consulting review for pay equity compliance</u>• <u>Ensuring the New JE Plan is compliant with human rights legislation, pay equity and diversity and inclusion principles</u>• <u>Early testing</u>• <u>Begin preparing an implementation plan (communication, collective agreement updates, education and training)</u>	
<u>5. Testing and Piloting</u> <ul style="list-style-type: none">• <u>Confirming appropriate benchmarks and testing against the plan</u>• <u>Conducting pilot testing</u>• <u>Establishing grids</u>• <u>Finalizing weightings and point bands</u>• <u>Finalizing decisions on benchmarks</u>	<u>June 2028</u>
<u>6. Final sign off and implementation</u>	<u>December 2028</u>

6. The above-time lines may be altered by the agreement of the Parties.
7. The Parties will develop a process for member education on the New JE Plan following completion of its design.
8. Dispute Resolution for JJEC
 - a) Disputes arising from the JJEC will be referred to a mutually agreed upon arbitrator. The arbitrator is seized with the requisite jurisdiction to issue a binding decision to resolve the impasse. The arbitrator may rely on technical resources as deemed appropriate.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#52		NEW – LOU #41 – DRIVER LICENSING	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 41

LETTER OF UNDERSTANDING

RE: DRIVER LICENSING

The Parties acknowledge the unique work environment of the driver licensing offices. Therefore, the employees of driver licensing offices shall enjoy the following provisions:

Stipend for In-Person Work

In recognition of the unique and specific challenges of employees in customer-facing roles, the Corporation will pay an additional seventy-five cents (\$0.75) per hour to employees at driver licensing offices.

This stipend recognizes the potential and higher risk for violence, harassment, cyber bullying and other risks for being in a customer-facing role. It also recognizes the inability for these roles to work from home, as other colleagues within the Corporation enjoy.

Expressions of Interest (EOIs)

No employee of a driver licensing office (DLO) shall be held back from pursuing an available Expression of Interest, inside or outside the DLO, on the basis of operational need.

Time Off

There shall be no restrictions placed on specific days of the week to prevent DLO employees from accessing time off days. Sufficient options will be provided on every day that the DLO is open.

Vacation

The Corporation will ensure that sufficient time is available on the vacation calendar to allow DLO employees to access their vacation entitlement.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

Cellular Telephones

Driver Examiners in particular face safety risks while alone in vehicles with the public. The Corporation shall make available cellular telephones for driver examiners to take with them during road tests to allow for emergency calls to be made.

Locking Up

No employee shall be required to open/close or unlock/lock up a driver licensing office without their consent.

Logging In and Out

Employees shall not be required to log in prior to the start of their shift. If this is required, the applicable overtime rate will be paid.

If an employee is held back from logging out due to serving a customer and it results in logging out past their scheduled end time, the applicable overtime rate will be paid.

Meal Allowances

Notwithstanding Article 20.06, Driver Examiners required to travel away from their headquarters will be entitled to claim a lunch time meal allowance.

Part-Time Employees

Statutory Holidays

Should a statutory holiday fall on a regular day of work for a part-time employee they will not be required but may opt to work a make-up day.

Training for Driver Examiners

The Corporation will ensure that all Driver Examiners conducting commercial road tests personally hold the license level for which they are testing. This will require the Corporation to fund Mandatory Entry-Level Training (MELT) for applicable Driver Examiners and provide time off without loss of pay to participate in the training. The Corporation will ensure that by December 31, 2026, these requirements are fulfilled.

Safety Footwear

Anyone conducting or participating in class 1, 2 or 3 road tests will be provided with reimbursement for safety footwear (steel toed shoes). This will include, but not be limited to, Driver Examiners, Driving School Inspectors, Supervisors, Driver Examiners, and other job classes that may enter a vehicle during such road tests as part of the normal course of their job duties.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#53		<u>NEW – LOU 42 – CAREER DEVELOPMENT FOR CLAIMS SUPPORT ASSISTANTS</u>	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 42

LETTER OF UNDERSTANDING

RE: CAREER DEVELOPMENT FOR CLAIMS SUPPORT ASSISTANTS

The Parties acknowledge the value of career development and providing opportunities for internal growth for employees. To that end, the Corporation agrees to develop pathways for internal growth for Claims Support Assistants.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#54		<u>NEW – LOU 43 – SENIOR CLAIMS SPECIALISTS</u>	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 43

LETTER OF UNDERSTANDING

RE: SENIOR CLAIMS SPECIALISTS

WHEREAS

The Employer continues to transition its business model from the tort-based book of business (“Legal Based”) to Enhanced Care. A transition plan has yet to be identified for the Senior Claims Specialist role.

The Parties recognize the commitment of employees in this role to the Corporation and agree as follows:

The Corporation will offer voluntary severance OR an opportunity in Enhanced Care to Senior Claims Specialists as follows:

Voluntary Severance

The Employer will offer voluntary severance to active and inactive Senior Claims Specialists as follows:

- The Corporation will advise the Union one (1) week prior to notifying employees that it intends to offer severance and the number of severance opportunities to be offered.
- The Corporation will determine the maximum number of employees who may elect severance.
- In the event more employees elect voluntary severance than the maximum number established, employees will be chosen on a seniority basis.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- d. The Employer will determine the effective date of cessation of employment, dependent upon the employee's election of how they choose to receive severance as outlined in #4 below (the "Termination Date").
- e. Severance pay will be calculated, subject to a maximum of 73 weeks, as per Article 8.03 of the collective agreement.
- f. Employee election for voluntary severance, once submitted, is final and cannot be withdrawn.
- g. Severance will be paid out in the following two ways, as elected by the employee: by way of lump sum payment; or paid as salary continuance with pension bridging up to a maximum of 73 weeks, less all applicable deductions.
- h. The Employer shall provide the exact severance amount payable to employees at the time of the announcement. Employees will then have four (4) full weeks to make their choice to receive severance and return the signed agreement.

Opportunities in Enhanced Care

Over the course of this collective agreement, Senior Claims Specialist employees will be canvassed to volunteer for a position in Enhanced Care.

- a) Employees may apply for either the Senior Support and Recovery Specialist (SSRS), or Advanced Support and Recovery Specialist (ASRS) role.
- b) Should an employee elect to apply for the Advanced Support and Recovery Specialist role, they will be interviewed by the Corporation to determine if they meet the knowledge, skills and abilities of the role.
- c) Interviews will not be required for the Senior Support and Recovery Specialist role; Senior Claims Specialists are deemed qualified by this agreement of the Parties.
- d) The maximum number of vacancies in the SSRS and ASRS classifications will be determined by the Corporation.
- e) There will be no changes to their established headquarters.
- f) In the event that the number of Senior Claims Specialist employees volunteering exceeds the maximum number established by ICBC, the employees will be placed by seniority.
- g) In the event that the number of Senior Claims Specialist employees volunteering is less than the maximum number established by ICBC, the remaining required Senior Claims Specialist employees may opt to take voluntary severance or will be placed by reverse seniority in the SSRS role.
- h) Vacations that have already been approved will be honoured.

Salary Treatment

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

When canvassing to a new position within Enhanced Care, Senior Claims Specialists will receive the following salary treatment:

- a) When transitioning to the SSRS role, the employee will maintain their current salary and be blue-circled.
- b) When transitioning to the ASRS role, the employee will assume the pay classification of the ASRS position.

Blue-circling shall be defined maintaining the rate of pay which is above the maximum of the regular rate of pay for the role and that the rate will be increased by all subsequent negotiated salary increases.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#55		<u>NEW – LOU 44 – MENTAL HEALTH FIRST AID ATTENDANTS</u>	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 44

LETTER OF UNDERSTANDING

RE: MENTAL HEALTH FIRST AID ATTENDANTS

Further to Article 22.03(b) of the Agreement, in support of the challenges that employees face with mental health, the Union will appoint twelve (12) employees from across the bargaining unit to be designated as “Mental Health First Aid” attendants.

The Corporation will fund the requisite training during work hours for the designated employees to be qualified as a Mental Health First Aid attendant by the Mental Health Commission of Canada which is currently a two (2) day course.

Mental Health First Aid attendants will be eligible for the Mental Health First Aid Premium of \$115 per month as per Article 20.10(b) of the collective agreement.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#56		<u>NEW – LOU 45 – DISABILITY MANAGEMENT STEWARDS PROGRAM</u>	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 45

LETTER OF UNDERSTANDING

RE: DISABILITY MANAGEMENT STEWARDS PROGRAM

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

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#57		<u>NEW – LOU 46 – NEW DRIVER EXAMINER POSITIONS</u>	

The Union proposes to add a new Letter of Understanding as follows:

LETTER NO. 46

LETTER OF UNDERSTANDING

RE: NEW DRIVER EXAMINER POSITIONS

The Corporation agrees to create two new job classifications “Reserve Driver Examiner” and “Supervisor, Reserve Driver Examiners”.

These positions shall be full-time regular, and the salary group shall be no less than salary group 8 and 9, respectively, with hours of work pursuant to Article 12.05(a).

Reserve Driver Examiners shall be assigned a headquarters pursuant to Article 20.01 and shall be entitled to all provisions in Article 20.

Reserve Driver Examiners shall be utilized by the Corporation in the following ways:

- Vacancy relief, on a temporary basis
- Leave of absence relief
- Vacation relief
- Time off day coverage
- Temporary workload relief
- Conducting rebooked road tests due to inclement weather cancellations

The Supervisor, Reserve Driver Examiners, shall support the Reserve Driver Examiners, assign work, and ensure Reserve Driver Examiners are fully oriented on road test routes, informed of all Licensing Operations Manual updates, and all applicable policies and procedures related to the performance of their duties.

The Supervisor, Reserve Driver Examiners may perform their work from home or from their assigned headquarters.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Reserve Driver Examiners shall be entitled to mileage both to and from their residence and their assigned work location when using their personal vehicle or be provided a pool car by the employer. If the employee elects to utilize their personal vehicle, business class insurance will be paid for by the Corporation.

Reserve Driver Examiners shall be available within two (2) hours of their home for any work assignment that is 15 (fifteen) road kilometres or less from their residence to the assignment. Work assignments beyond 15 (fifteen) road kilometres shall be discussed with the employee and a reasonable amount of time shall be provided to attend the assigned worksite.

Work assignments that are 40 (forty) road kilometres or more from the employee's residence may require commercial travel arrangements pursuant to article 20.03, subject to the employee's desire.

Reserve Driver Examiners will not be required to attend a worksite in the event of inclement weather.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#58	LOU F-1	<i>LOU F-1 – FOUR-DAY WORK WEEK – CLAIMS CONTACT CENTRE</i>	

The Union proposes to keep the letter of understanding with the amendments below.

LETTER OF UNDERSTANDING

RE: FOUR-DAY WEEK – CLAIMS CONTACT CENTRE

Full-time regular employees scheduled to work the four-day week in the Claims Contact Centre, will be governed by the following terms and conditions:

Hours of Work

Hours of Operation: **Twenty four (24) hours per day 8:00am to 8:30pm,** Sunday to Saturday.

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

Work Week: Four (4) days per week, Sunday to Saturday.

Scheduled 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: four day work week outlined in Article 15.03.**

(a) — Twelve (12) days in each calendar year in which the employee's first (1st) to seventh (7th) anniversary date occurs.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- (b) — Sixteen (16) days in each calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary date occurs.
- (c) — Twenty (20) days in each calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary date occurs.
- (d) — Twenty-four (24) days in each calendar year in which the employee's twenty-fifth (25th) to twenty-ninth (29th) anniversary date occurs.
- (e) — Twenty-eight (28) days in each calendar year in which the employee's thirtieth (30th) 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 manager, but will be subject to operational requirements.

Work Scheduling

Work scheduling will be in accordance with Article 12.10.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#59	LOU F-2	<i>LOU F-2 – FOUR-DAY WEEK CENTRALIZED ESTIMATING FACILITY</i>	

The Union proposes to remove the letter of understanding.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#60	LOU F3	<i>LOU F3 – FOUR DAY WORK WEEK BEU</i>	

The Union proposes to keep the letter of understanding with the amendments below.

LETTER OF UNDERSTANDING

RE: FOUR-DAY WORK WEEK BROKER ENQUIRY UNIT

Full-time regular employees scheduled to work the four-day week in the Broker Enquiry Unit (BEU) will be governed by the following terms and conditions:

Hours of Work

Hours of Operation: 8:30am – 8:00pm M-F; 8:30am – 6:00pm S-S.

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

Work Week: Four (4) days per week, Sunday to Saturday.

Premiums

Any shift starting after 12:01 p.m. will receive a shift premium in accordance with Article 13.01(b).

Premiums for working on Saturday and Sunday will be in accordance with Article 12.11(b).

Scheduled 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: **four day work week outlined in Article 15.03.**

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Signed off this _____ day of _____ 20____

For the Union

For the Employer

- (a) — Twelve (12) days in each calendar year in which the employee's first (1st) to seventh (7th) anniversary date occurs.
- (b) — Sixteen (16) days in each calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary date occurs.
- (c) — Twenty (20) days in each calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary date occurs.
- (d) — Twenty-four (24) days in each calendar year in which the employee's twenty-fifth (25th) to twenty-ninth (29th) anniversary date occurs.
- (e) — Twenty-eight (28) days in each calendar year in which the employee's thirtieth (30th) 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 manager, but will be subject to operational requirements.

Work Scheduling

Work scheduling will be in accordance with Article 12.10.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#61	LOU F-4	LOU F-4 – FOUR DAY WORK WEEK	

The Union proposes to keep the letter of understanding with the amendments below, and to discuss potential opportunities to expand four-day work week options.

LETTER OF UNDERSTANDING

RE: FOUR-DAY WORK 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 Operations: 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 opinion, 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: four day work week outlined in Article 15.03.

(a) — Twelve (12) days in each calendar year in which the employee’s first (1st) to seventh (7th) anniversary date occurs.

(b) — Sixteen (16) days in each calendar year in which the employee’s eight (8th) to sixteenth (16th) anniversary date occurs.

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For the Employer

(e) — Twenty (20) days in each calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary date occurs.

(d) — Twenty-four (24) days in each calendar year in which the employee's twenty-fifth (25th) to twenty-ninth (29th) anniversary date occurs.

(e) — Twenty-eight (28) days in each calendar year in which the employee's thirtieth (30th) 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.

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

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For the Union

For the Employer



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**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#62		NEW – LOU XX – 2025 PUBLIC SERVICE NET COMPENSATION INCREASES	

LETTER OF UNDERSTANDING #XX

RE: 2025 PUBLIC SERVICE NET COMPENSATION INCREASES

1. If a public sector employer, as defined in s. 1 of the Public Sector Employers Act, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first 4 years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) net compensation increases (NCIs) that, in accordance with how NCIs are defined and calculated in this LOU, are paid out and exceed the sum of the NCIs that are paid out in this Collective Agreement, the total NCIs paid out will be adjusted on the second anniversary of the collective agreement so that the cumulative nominal NCIs are equivalent.
2. Unless otherwise specified in this LOU, an NCI is an increase to the total compensation envelope in the form of a wage or benefit increase that is expressed as a percentage increase to the combined wages and wage-impacted benefits (W&WIB) compensation base for the bargaining unit. For clarity, a 3% GWI also equals a 3% NCI as it increases wages and wage impacted benefits by 3%.

For further clarity, if an increase is only applied to wage-impacted benefits (WIB) in a collective agreement, such as a 5% increase to WIB, it would be the percentage increase it represents to the overall W&WIB compensation base, e.g. 0.1%, that would be treated as the NCI.
3. For the purposes of this LOU, the value of any 0.5% flexibility allocation and any increase to nonwage impacted benefits shall be determined in accordance with the following steps to prevent this LOU from inadvertently being triggered or not triggered due to the relative size of the nonwage impacted benefits compensation base in relation to the overall total compensation base:
 - i. The value shall be calculated based on the percentage increase represented to the overall total compensation base;
 - ii. The value in (i) above shall then be treated as the NCI value. For clarity, a 0.5% flexibility allocation shall be treated as a 0.5% NCI, notwithstanding

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For the Employer

the fact that a 0.5% flexibility allocation is applied to the overall compensation base and may be greater than a 0.5% increase to the W&WIB compensation base.

4. The sum of all NCIs for this renewed Collective Agreement shall equal the percentage NCIs that were negotiated in collective bargaining for the agreement, including GWIs, flexibility adjustments and any other compensation increases.
5. For clarity, NCIs do not include low wage adjustments, benefit redress adjustments, mid-contract labour market adjustments for specific occupations agreed to post-ratification to address critical skills shortages that have emerged or worsened since bargaining; increases for the CUPE 873 Ambulance Paramedics bargaining unit; compensation increases that are funded by equivalent collective agreement savings; policy funding that is not directly tied to a collective agreement; increases resulting from an employer being designated as a public sector employer under the Public Sector Employers Act; increases awarded through binding interest arbitration; or any grievance resolutions.
6. Notwithstanding the list of exclusions in paragraph 5, all new compensation and benefit increase received by the Facilities Bargaining Association during the term of this Collective Agreement shall count as NCIs, with the exception any market adjustments and incentive payments that were in effect as of October 25, 2025, and are subsequently renewed. If any new Facilities Bargaining Association mid-contract increases are included in the calculation of the Facilities Bargaining Association's overall NCIs, then any new mid-contract increases in this Collective Agreement shall also be included.
7. Subject to paragraph 11 below, it is understood that the costing decisions and assumptions made by the Public Sector Employers' Council (PSEC) Secretariat in relation to the NCIs, in any collective agreement are based on the information available at the time the PSEC Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement. All decisions made by the PSEC Secretariat must be in good faith and all costing assumptions must be reasonable. Any costing review conducted in accordance with paragraph 11, must be based on the utilization rates and other assumptions that were reasonably available at the time, rather than unforeseen subsequent changes or newer data.
8. During the term of this Collective Agreement, PSEC Secretariat shall notify the Employer and the Union of any mid-contract labour market adjustment provided to other public sector bargaining units, and, in accordance with paragraph 2 of the MOA, the corresponding value of the net compensation increase it represents.
9. For clarity, a GWI is an increase that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.30 per hour, \$400 per year, or 1% increase).
10. If this MOA is triggered pursuant to paragraph 1, the manner in which the NCI adjustment is paid out must be agreed to by the parties. If the parties cannot agree, the matter will be referred to an arbitrator as per paragraph 11.

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11. Any disputes related to the interpretation, application, or alleged violation of this MOA, and including any decisions made by the PSEC Secretariat in relation to it, may be referred directly to an arbitrator mutually agreed to by the parties.
12. This MOA will remain in effect for the term of this Collective Agreement.

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For the Union

For the Employer



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**ICBC
PROPOSALS 2025
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#63		NEW – LOU XX – ACTING ASSIGNMENTS	

LETTER OF UNDERSTANDING

RE: ACTING ASSIGNMENTS

The Union proposes to discuss the acting assignment process.

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Signed off this _____ day of _____ 20____

For the Union

For the Employer
