



ICBC Proposals

Administrative Changes

Monetary

- #1 General Wage Increase
- #2 LOU 37 – Recruitment & Retention Pay
- #3 Weekend Premium
- #4 Extended Benefits

Non-Monetary

- #5 Non-Consecutive Work Days
- #6 Article 12.08 – Staggered Start Times
- #7 LOU 28 – Provincial Scheduling
- #8 LOU – MD Vacation Scheduling
- #9 EC Benefits Fortnight Schedule
- #10 Article 12.04(k) – Account Services Four-Day Work Week
- #11 Article 17 – Sick Notes
- #12 Article 7.07 – Lateral Location Moves
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- #14 LOU 6 – RTW Coordinator
- #15 Article 7.01(j) – Start Date of New Position
- #16 Indigenous & PWD Recruitment
- #17 LOU 27 – Vacation Scheduling

**ICBC Administrative Changes Proposal #1:
Administrative Changes Committee**

Date: _____, 2025 Time: _____



The Corporation proposes the Parties each appoint one or more person(s) to enter discussions off-table to identify and draft potential administrative items for consideration by the Bargaining Teams.

ICBC Proposal #1: General Wage Increase

Date: _____, 2025 Time: _____



The Corporation proposes to enter into discussions with the Union regarding the implementation of general wage increases.

ICBC Proposal #2: LOU 37 Recruitment & Retention Pay

Date: _____ 2025 Time: _____



The Corporation proposes to renew LOU 37 Re: Recruitment and Retention Incentive Payments
– Information Services Department until expiration of the new Collective Agreement.

ICBC Proposal #3: Weekend Premium

Date: _____, 2025 Time: _____



The Corporation proposes to enter into discussion with the Union regarding the reduction of Article 12.11(b) Weekend Premium.

ICBC Concept Proposal #4: Extended Benefits
Date: _____, 2025 Time: _____



The Corporation proposes to discuss mutually agreeable improvements to extended health benefits offered to bargaining unit employees.

ICBC Proposal #5: Non-Consecutive Work Days

Date: _____ 2025 Time: _____



The Corporation proposes to amend the following Articles of the Collective Agreement as follows:

Article 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, 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.

(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.

(d) Facilities (Service Desk)

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.
- (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.
- (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.

(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.

ICBC Proposal #6: Staggered Start Times

Date: _____, 2025 Time: _____



The Corporation proposes to amend Article 12.08 as follows:

12.08 Starting Times

- (a) The starting times as set out in this Article may be varied up to three (3) hours ~~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.

ICBC Proposal #7: LOU 28 Provincial Scheduling

Date: _____, 2025 Time: _____



The Corporation proposes to expand application of LOU 28 to all employees in the Estimator and Remote Estimating Support Assistant job classification per the proposed amendments to LOU 28 – Schedule A below:

Schedule A

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

- (a) Claims Adjuster;
- (b) Customer Claims Specialist, excluding those in Out-of-Province Claims;
- (c) Claims Adjuster Commercial;
- (d) Estimators ~~who are assigned the job function of "Express Estimating"~~;
- (e) Support and Recovery Specialists;
- (f) Senior Support and Recovery Specialists; ~~and~~
- (g) Administration Coordinators; ~~and~~;
- (h) Remote Estimating Support Assistants.

ICBC Proposal #8: MD Vacation Scheduling

Date: _____ 2025 Time: _____



The Corporation proposes to renew Letter of Understanding dated November 6, 2023 that relates to vacation scheduling for various material damage positions.

LETTER OF UNDERSTANDING

BETWEEN:

INSURANCE CORPORATION OF BRITISH COLUMBIA

("ICBC")

AND:

MOVEUP

(the "Union")

LETTER OF UNDERSTANDING REGARDING VACATION SCHEDULING (ARTICLE 15.12)

WHEREAS:

A. The parties do not agree on the proper interpretation and application of the vacation scheduling provisions of Article 15.12 (and related LOU's) of the collective agreement.

B. The parties have discussed the application of the collective agreement to a number of areas of the business and have reached a temporary, without prejudice understanding regarding vacation scheduling in specified areas.

THE PARTIES AGREE AS FOLLOWS:

1. This agreement has been reached on a without prejudice and without precedent basis, and will not be referred to in any other proceeding or matter, other than to enforce its terms.
2. The parties agree that for the purposes of Article 15.12, in the business areas specified below, current groupings of employees for vacation scheduling purposes will be maintained until the conclusion of the current collective agreement between the parties:
 - a. Commercial Claims Appraisers - will maintain 2 vacation bids, 1 for ~~Lower~~ ~~mainland~~ and 1 for outside ~~Lower~~ ~~mainland~~

- b. ~~Specialty Vehicle Estimators (Commercial) Estimator – Specialty Vehicles~~ - will maintain 3 vacation bids, 1 for ~~Lower m~~Mainland, 1 for the North and 1 for the South.
- c. ~~Vehicle Settlement Representatives~~ will maintain 4 vacation bids as follows:
- i. ~~Abbotsford Claim Centre combined with Chilliwack Claim Centre~~
 - ii. ~~Fraser Valley Salvage combined with Lower Mainland Salvage~~
 - iii. ~~Outside Lower Mainland~~
 - iv. ~~CEF combined with Burnaby Claim Centre~~
3. Either party may terminate this agreement, in whole or in part, by providing thirty {30} days advance notice of termination in writing.
4. The parties may, by mutual agreement, vary or amend the terms of this agreement.
5. Unless terminated earlier in accordance with paragraph 3 above, this agreement expires as of the conclusion date of the current collective agreement.

Gilbert Astorga

For the Employer
Gilbert Astorga
Manager, Employee Relations
November 2 23

Kevin Smyth

For the Union
Kevin Smyth
Sr. Union Representativ

Nov/6/2023

Date Signed

Date Signed

ICBC Proposal #9: EC Benefits Fortnight Schedule

Date: _____, 2025 Time: _____



The Corporation proposes a Letter of Understanding to move Recovery Services – Benefit Services from a TO schedule pursuant to Article 12.06 to a fortnight schedule pursuant to Article 12.01 as follows:

LETTER OF UNDERSTANDING
RE: RECOVERY SERVICES – BENEFIT SERVICES SCHEDULING

The Parties agree that Recovery Services – Benefit Services employees will have their hours of work and scheduling set pursuant to Article 12.01(a).

ICBC Proposal #10: Account Services Four Day Work Week

Date: _____, 2025 Time: _____



The Corporation proposes the following Letter of Understanding that creates a four day work week schedule for Account Services and the corresponding amendment to Article 12.04(k).

LETTER NO. F-5

LETTER OF UNDERSTANDING
RE: FOUR DAY WORK WEEK – ACCOUNT SERVICES

Full-time regular employees scheduled to work the four-day work week in Account Services will be by the following terms and conditions:

Hours of Work

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

Scheduled Time-Off Provisions

Employees working the four-day work week will not earn TO days under Article 12.07. Any accrued TO days will be paid out upon implementation of the four-day week shift.

Vacation Entitlement

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

- (a) Twelve (12) days in each calendar year in which the employee's first (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.

Work Scheduling

Work scheduling will be in accordance with Article 12.10. Employees will be provided not less than two (2) clear weeks' notice of schedule changes prior to effective date of implementation, including but not limited to schedule changes to revert to a five (5) day work week scheduled.

ICBC Proposal #11: Sick Notes

Date: _____, 2025 Time: _____



The Corporation proposes the following amendments to Article 17.12:

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, 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 three (3) consecutive days~~) due to serious illness or injury, the Corporation 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~~ Where reasonable, 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.

ICBC Proposal #12: Lateral Location Moves

Date: _____ Time: _____



The Corporation proposes to expedite lateral transfers by employees who do not fall within the twelve (12) and eighteen (18) month restrictions as stated in Article 7.07 per the proposed amendments at Article 7.07(a) below:

7.07 Lateral Transfers

- (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~~ regular employees will not be eligible 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~~ regular employees will not be eligible for a lateral transfer to a different job within the same pay grade as their present job, unless twelve (12) month 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 Corporation is not required to post vacant positions under Article 7.01(a) that may be filled by eligible lateral transfers. In the event there are insufficient lateral transfers that can fill the vacant position(s), the Corporation will post the vacant position pursuant to Article 7.01(a).

ICBC Proposal #13: Casual Employees

Date: _____ 2025 Time: _____



The Corporation proposes the following amendments to Article 6 that creates a new class of employee:

6.06 Casual Temporary Employees

(a) Definition

A casual temporary employee is one hired and scheduled to work on an as-needed basis. Casual employees may be hired into any job classification covered by this Agreement and will be hired on a temporary basis. There is no minimum amount of hours required and casual employees may work up to 100% of the regularly scheduled full-time hours per day and/or week and/or per month as set out in Article 12 and 13 for the relevant job classification.

(b) Benefit Limitations

Unless otherwise specifically agreed by the Union, casual employees will be paid at an hourly rate which will be 108% of the hourly rate which is at the mid-point of the salary range for the appropriate job classification. This rate shall be in lieu of all other benefits or entitlements contained in this Agreement, except any entitlement required by law.

Casual 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) Headquarters

Each casual employee will have an established headquarters, which will be the location where the employee normally works or reports to work. Upon hire, the Corporation will provide a casual employee a list of up to three (3) additional office locations from which the casual employee may be assigned to work. These additional office locations will be within a local region, which is defined as being within twenty (20) kilometers of the casual employee's established headquarters. Articles 20 will not apply to travel to the three (3) additional office locations.

(d) Hours of Work

A casual employee's manager will establish hours of availability with each casual employee. The manager can then schedule work for each casual employee on an as-needed basis per below:

- (i) If there are more than one (1) casual employee in the same job classification in a given department, work assignments will be distributed in an equitable manner.

- (ii) On mutual agreement between the manager and individual casual employee, shifts may be scheduled outside of the employee's available hours.

(e) Seniority

Casual employees shall accrue seniority pursuant to Article 4.06.

(f) End of Employment

In addition to Article 5, a casual employee's employment with the Corporation may end for any of the following:

- (i) After at least three (3) instances where an employee fails to respond or declines a shift assignment that was scheduled during their availability, the employee is deemed to have resigned.
- (ii) If a casual employee does not respond to at least two (2) consecutive shift assignments from their manager, the employee is deemed to have resigned.

Article 8 or 9 do not apply to employees who are deemed to have resigned per this Article.

~~6.06~~ 6.07 **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.

ICBC Proposal #14: LOU 6 RTW Coordinator

Date: _____, 2025 Time: _____



The Corporation proposes the following amendment to paragraph three (3) of LOU 6:

Within sixty (60) days of ratification a "Joint Return to Work Advisory Committee" will be established consisting of two (2) representatives from ICBC and two (2) representatives from the Union. The Committee members will begin to meet on a regularly scheduled basis in an effort to scope out the role of the Committee and to further develop the joint approach to issues which may fall within an effective return to work program. In addition to the members of the Advisory Committee noted above, a full-time return to work (RTW) coordinator will be appointed by the Union to work as an active participant, at the working level, working with active files to return employees who are on the program to active service. ~~This coordinator will be administratively responsible to the Manager, Human Resources Employee Services.~~

The Parties agree that after the incumbent RTW Coordinator at the date of ratification of this Agreement exits the RTW Coordinator position, the RTW coordinator will no longer be appointed by the Union. The Corporation then will determine hiring of future RTW Coordinators pursuant to Article 7.

ICBC Proposal #15: Start Date of New Position
Date: _____ Time: _____



The Corporation proposes the following amendment to Article 7.01(j):

- (j) The successful applicant shall assume the duties of the new job not later than ~~six (6) weeks~~ ten (10) 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 ten (10) weeks ~~four (4) weeks~~ from the date of notification of selection, whichever first occurs.

ICBC Proposal #16: Indigenous and PWD Recruitment
Date: _____, 2025 Time: _____



The Corporation proposes to discuss internal recruitment of Indigenous and Persons with Disabilities (PWD) candidates.

ICBC Proposal #17: LOU 27 Vacation Scheduling

Date: _____, 2025 Time: _____



The Corporation proposes to expand application of LOU 27 to the following positions:

Schedule A

List of Impacted Positions:

Call Centre Coordinator
Claims Contact Representative
Customer Service Adjuster (FNOL/CCC)
Supervisor Telephone Claims
AP and Driver Services Representative
Broker Enquiry Representative
Broker Enquiry Representative II
Customer Contact Representative I
Customer Contact Representative II
Customer Contact Representative III
Supervisor Broker Enquiry Unit
Supervisor Customer Contact
Customer Contact Representative I DL
Customer Contact Representative II DL
Customer Contact Representative III DL
Supervisor Customer Contact DL
Remote Estimating Support Assistant
Finance Account Services Representative*
Claims Recovery Representative*

Schedule B

List of Impacted Positions:

Claims Adjuster
Administration Coordinator
Claims Adjuster Commercial
Estimator (~~Express~~)
Customer Claims Specialist
Support and Recovery Specialist
Senior Support and Recovery Specialist

*The Corporation may wish to discuss opportunities for inclusion of select positions in Account Services, subject to further discussion.

