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**BY EMAIL:**      **thansen@moveuptogether.ca**

November 28, 2025

MoveUP  
301 - 4501 Kingsway  
Burnaby, BC V5H 0E5

**Attention Trevor Hansen, Senior Union Representative**

Dear Trevor:

**Re:      Impacted Legal Based Non-LOU 34 Employees**

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Whereas:

- A. the Employer continues to transition its business model from the tort-based book of business ("Legal Based") to Enhanced Care;
- B. The Employer proposes to offer active and inactive employees, not including those on LTD, LTD pending, or LTD denied status, whose primary role is an impacted, Legal Based, Non-LOU 34 role per paragraph 1, (the "Subject Employees") alternative option(s) to those set out in Article 8.

The Parties agree on a without prejudice and precedent basis, as below:

- 1. Impacted Legal Based Non-LOU 34 roles, are identified as follows:
  - a. Claims Support Assistant (806)
  - b. Administrative Assistant – Litigation (Job Code: 825)
  - c. Legal Assistant – Litigation (Job Code: 403)
  - d. Legal Billing Representative (Job Code: 117671)
  - e. Litigation Systems Support Assistant (Job Code: 200324)
  - f. Paralegal (Job Code: 406)
  - g. Reporting Analyst (Job Code: 179614)
  - h. Mail Delivery Clerk (Job Code: 845)
- 2. The Employer may, at its discretion and on an as-needed basis, offer voluntary severance to Subject Employees, as follows:
  - a. The Employer will advise the Union one (1) week prior to notifying Subject Employees that it intends to offer severance to eligible job classification(s) and the number of severance opportunities to be offered.
  - b. The Employer will determine the eligible job classification(s) and establish the maximum number of employees within said job classification(s) who may elect severance.



- e. The Employer will invite Subject Employees in the affected job classification(s) to elect voluntary severance by an Employer established deadline of no less than three (3) weeks from the date of invitation. The invitation will include election instructions and the anticipated end date of employment.
- d. In the event more Subject Employees elect voluntary severance than the maximum number established, employees will be chosen based on overall seniority, not classification specific seniority.
- e. Only those who have elected voluntary severance by the deadline will be selected further to this agreement.
- f. The Employer will determine the effective date of cessation of employment for each offer.
- g. In the event the Employer makes more than one offer of voluntary severance, Subject Employees must elect voluntary severance at each offer. Previous elections of earlier offers do not carry forward.
- h. Impacted Legal Based Non-LOU 34 employees per paragraph 1 on LTD, LTD pending, or LTD denied status will be eligible for optional severance per paragraph 2:
  - i. if their role was offered voluntary severance during their leave period,
  - ii. if they had equal or greater seniority to those in their role who received voluntary severance,
  - iii. if by November 30, 2027, they are medically cleared to return to work after a successful GRTW if required. Medically cleared can include accommodation at a partial FTE, and
  - iv. employees covered under 2(h) will not be included as part of the maximum number of employees indicated in 2(a) or (b).

After November 30, 2027, there is no further eligibility pursuant to this agreement, and the Collective Agreement applies.

- 3. Severance pay will be calculated, subject to a maximum of 52 weeks, as follows:
  - a. Three (3) weeks' pay for employees with up to two (2) full years of service;
  - b. Three (3) weeks' pay for each full year of service in excess of two (2) years, up to five (5) years;
  - c. Four (4) weeks' pay for each full year of service in excess of five (5) years.
- 4. For each specific opportunity to elect voluntary severance, employee election for voluntary severance, once submitted, is final and cannot be withdrawn. Where an employee elects voluntary severance but accepts or had previously accepted an offer for another ICBC permanent position, the employee shall not move into the new position. Employees who have provided notice of resignation are not eligible for voluntary severance.



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5. Severance will be paid out as a lump sum payment less income tax and union dues. Severance pay and all remaining and unused vacation, time-off (TO), and banked overtime will be paid out with final pay.
6. Within one (1) business day where practicable, but no more than three (3) business days of invitation, the Employer shall provide Subject Employees in affected job classifications with the applicable gross severance amount payable per paragraph 3 of this agreement.
7. If an employee who elected severance under this Agreement returns to work for the Corporation, they will reimburse the Corporation for any portion of severance pay which exceeds the period of resignation prior to the return to work, and any severance monies above the ordinary severance amount calculated under Article 8.03(a). An employee who receives severance pay because of their election under this Agreement and receives severance pay because of a future 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).
8. Employees who elect severance per this Agreement will be deemed to have resigned.
9. The Employer shall provide the Union, within two (2) weeks of the election deadline, a list of all Subject Employees who elected severance per this agreement, noting the following information:
  - Names of employees who elected severance
  - Name of employees who were selected for severance
  - Current job title
  - Seniority date
  - Anticipated last day of work
  - Severance amount

If the above is agreeable, please sign below and return to the writer at your earliest opportunity.

Gilbert Astorga  
Manager, Employee Relations

December 15, 2025

Date Signed

Trevor Hansen  
Senior Union Representative

December 9, 2025

Date Signed