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BY EMAIL: GBates@moveuptogether.ca

July 14, 2026

Move UP
301 - 4501 Kingsway
Burnaby, BC V5H 0E5

Attention: Jaime Scott, Union Representative

Dear Jaime:

Re: 26-0398 - Claims Legal Services Layoffs – Article 9

The Union has filed a policy grievance alleging that the Employer incorrectly applied Article 8 to the Claims Legal Services layoffs affecting the Paralegal and Legal Assistant Litigation roles. The Union alleges that, in doing so, the Employer violated Article 9 of the Collective Agreement, as well as all other applicable provisions of the Collective Agreement.

More specifically, the Union takes the position that the wind down of the tort claims model and the introduction of Enhanced Care constitute a procedural change and, therefore, should have been considered under Article 9. On that basis, the Union asserts that Article 9.04, salary protection, applies.

ICBC denies that it violated Article 9 of the Collective Agreement, or any other applicable provision.

The Employer submits that Article 9 does not apply because the wind down of tort claims and the introduction of Enhanced Care is not a procedural change. A procedure is a specific, established method or series of steps used to accomplish a task. Enhanced Care is a new business model and offering introduced by the Provincial Government. As a result, the volume of tort work is no longer required to the same extent, creating a shortage of work.

Based on the plain reading of the Collective Agreement language, the Employer's position is that this matter does not fall within Article 9; given the shortage of work, Article 8 is the appropriate applicable provision.

For these reasons, ICBC respectfully denies the grievance and the remedies sought.

Sincerely,

INSURANCE CORPORATION OF BRITISH COLUMBIA

Britney MacInnis
Britney MacInnis
Manager, Labour Relations