

**COLLECTIVE AGREEMENT**

**BETWEEN**

**INSURANCE CORPORATION OF BRITISH  
COLUMBIA**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES' UNION**

**LOCAL 378**

**July 1, 2014 – June 30, 2019**

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## **PREAMBLE**

THIS AGREEMENT made the 16<sup>th</sup> day of February, 2015.

**BETWEEN:** THE INSURANCE CORPORATION OF BRITISH COLUMBIA  
(hereinafter called the "Corporation").

**AND:** CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'  
UNION, LOCAL 378  
(hereinafter called the "Union").

### **Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to establish, within the framework provided by the law, an effective working relationship in all areas of the Corporation in which members of the bargaining unit are employed.
- (c) The parties to this Agreement share a desire to maintain harmonious relations and settled conditions of employment.

WITNESSETH, that the parties hereto have mutually agreed as follows:

# ARTICLE 0

## SCOPE OF AGREEMENT

### 0.01 Date of Effect

The following provisions shall take effect and be binding upon the Corporation and the Union for a period commencing the first (1<sup>st</sup>) Day of July 2014 and ending the thirtieth (30<sup>th</sup>) Day of June 2019, SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

### 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).

### 0.02 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.

### 0.03 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.

### 0.04 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.

### 0.05 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.

#### **0.06 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.

#### **0.07 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.

#### **0.08 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.

#### **0.09 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.

#### **0.10 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.

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

# 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.

### 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                          |

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.

### **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 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.

## ARTICLE 2

### UNION RECOGNITION

#### **2.01 Recognition of Union Executive Board Members, 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, 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, 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.
- (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 the manager or her/his designate at her/his location. 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 or her/his designate at her/his 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 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 day's leave with pay for each period of leave so required. Time spent beyond regular hours and time spent beyond one 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

Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior 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 HR240 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**

### **(a) Union Leave**

Employees elected or appointed to full time Union positions (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 her/his classification assuming she/he 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;
- 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, she/he 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 approval being obtained from the Manager, Employee Relations or her/his designate.

## **2.06 Cooperation with Union Officers**

The Corporation will cooperate with Officers, 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, or her/his designate.

## **2.08 New Employee Union Orientation**

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to her/his job steward as part of her/his 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 of newly created first-level management jobs, and confidential jobs which are excluded from the bargaining unit.

## **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 floor area, department or claim centre, will be held off premise.

## **2.12 Bargaining Agent Recognition**

The Corporation recognizes the COPE, 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 providing that this does not result in an undue delay of proceedings. 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. This clause 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 e-mail 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.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### 3.01 Grievance Defined

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work by one of the following procedures:

#### 3.02 Union or Corporation Grievance

Should either the Union or the Corporation consider that an action, or proposed action, is or will become a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether the matter is arbitrable, then such will be considered a policy grievance and be dealt with as follows:

The grieving party, i.e. the President of the Union or the Manager, Employee Relations of the Corporation, or their nominee(s), shall initiate same by letter. Within seven (7) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party at its option to arbitration as set out in 3.07 below.

#### 3.03 Discipline, Termination, Suspension Grievances

Grievances concerning termination or suspension of an employee may be submitted directly to Stage III of 3.06 at the option of the grieving party. Grievances concerning the discipline of an employee, other than termination or suspension, will follow all the stages of 3.06.

Should an arbitrator, Labour Relations Board, or other body find that an employee has been dismissed, suspended or otherwise disciplined for other than just and reasonable cause, or find that an employee has been unjustly dismissed, suspended or otherwise disciplined for just and reasonable cause, the arbitrator, the Labour Relations Board, or other body may substitute such other penalty and/or order reinstatement and/or order compensation to the employee as it considers just and reasonable in all the circumstances.

#### 3.04 Job Selection Grievances

Grievances concerning job selection shall be dealt with under Article 7.

#### 3.05 Job Classification Disputes

Grievances and disputes concerning job classifications and pay grades shall be resolved under Article 10.

### **3.06 General Grievance Procedure**

The parties to this Agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the Grievance Procedure to resolve the grievance or complaint.

#### Stage I

Should a grievance occur, it shall be submitted by the employee, or the Job Steward on behalf of the employee, to the Manager, in writing, with a copy to the Union and to the Manager, Employee Relations, not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance.

Within seven (7) calendar days of receipt of such Stage I grievance, the Manager, or her/his designate, will discuss the grievance jointly with the Job Steward and employee. The Manager, or her/his designate, will render a decision in writing to the Job Steward with a copy to the employee, the Union, and the Manager, Employee Relations, within fifteen (15) calendar days of the date of the discussion at Stage I.

#### Stage II

- (a) Should a grievance be unresolved at Stage I, the Union may refer the matter to Stage II by writing to the Manager, Employee Relations, within fifteen (15) calendar days of receipt of the Manager's decision at Stage I.
- (b) Within twenty (20) calendar days of receipt of the Union's referral to Stage II, a member of the Union staff and a member of the Corporation's Human Resources staff will meet and initiate a joint investigation in an effort to resolve the dispute. If the parties are unable to resolve the dispute the Union may refer the matter to Stage III within fifteen (15) calendar days from the date of the discussion at Stage II.

#### Stage III

A grievance referred by the Union to Stage III will be in writing to the Manager, Employee Relations.

Within fifteen (15) calendar days of receipt of the Union's referral to Stage III, the Manager, Employee Relations, will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the Manager, Employee Relations, will submit the Corporation's decision to the Union in writing.

Within thirty (30) calendar days of receipt of the Corporation's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.07.

### **3.07 Arbitration**

- (a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) days of notice to arbitrate being served under Stage III above, or in accordance with other Articles of the Agreement, the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Minister of Labour to make an appointment.

- (b) The Arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render her/his judgment and decision which shall be final and binding on the parties and upon any employee affected by it.
- (c) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator appointed under this Section.
- (d) The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

### **3.08 Attendance of Grievor at Grievance Meetings**

The aggrieved employee may be present at any or all steps of the Grievance Procedure if she/he desires and costs and wages thereto will be borne by the Corporation.

### **3.09 Extension of Time Limits**

Time limits as set out in the preceding sections may be extended by mutual consent of the Corporation and the Union, but the same must be in writing.

### **3.10 Stage III Initiation**

The processing of any grievance may begin at Stage III at the option of the Union.

### **3.11 Expedited Arbitration**

- (a) For application of the following procedure the parties shall mutually agree upon a list of single arbitrators for the purposes of hearing and resolving any grievance(s) or group of grievances submitted under this process.
- (b) The parties shall meet every four (4) months or as often as required to review outstanding grievances which have been exhausted through the Grievance Procedure to determine by mutual agreement any grievance(s) suitable for this process, and shall set dates and locations for hearings of the grievances considered suitable for expedited arbitration.
- (c) The Arbitrator shall hear the grievance(s) and shall render a decision within five (5) working days of such hearings. Such decision will be final and binding on both parties. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) Any grievance may be removed from the expedited arbitration process by either party at any time prior to hearing and forwarded to a regular arbitration hearing.
- (g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

- (h) The parties will mutually agree to procedures to apply to expedited arbitration.

### **3.12 No Deviation from the Grievance Procedure**

After a grievance has been submitted, the manager will not enter into discussion with the grievor with respect to the grievance without Union representation.

### **3.13 Alternate Dispute Resolution Non-Binding**

Notwithstanding the other processes outlined in this Article, the parties may agree to participate in an alternate dispute resolution process. The process employs the caucus model and may be changed by mutual agreement of the parties.

## 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 her/his 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 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.
- (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 her/his employment is offered and starts a new full-time or part-time regular job with the Corporation within sixty (60) calendar days of her/his last day of employment.



Such employees will be subject to the probationary periods outlined in Article 6.01.

- ii) A regular employee who has terminated her/his employment is offered and starts a temporary position within sixty (60) calendar days of her/his 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 probationary periods 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.

#### **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 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 months following exclusion from the bargaining unit.

## 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 three (3) months or sixty (60) paid days of employment, whichever shall last occur. A new employee hired into a job at Salary Group 6 and above shall be subject to a four (4) month job performance probation. An employee who is subject to a four (4) month performance probation 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 her/his 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).

A regular employee serving a probation under the terms of this Article who secures another regular position which is a different job title and classification from her/his previously held position shall be subject to a three (3) month assessment period. The remainder of her/his probation will be served during this period. In the event the employee fails to achieve an acceptable level of performance by the end of the assessment period, the employee may be placed in a vacant position as close to her/his former classification and work location as possible. Should no such position be available, she/he may be terminated and receive payment in accordance with 5.02(b).

- (b) An employee may be terminated during their probationary period with:
- 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.
  - 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.

Probationary and assessment periods as described above may be extended by mutual agreement of the parties.

### **5.03 Competency Related Inadequacies**

In situations where it can be demonstrated that a regular employee, not covered by Article 6.01, is failing to meet the performance expectations of her/his 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 her/his progress during the aforementioned period at intervals of not less than one (1) month.

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 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 equivalent to that of a new probationary employee as set out in Article 5.02.

Should no job be available which is suitable to the employee's aptitude, skills, and abilities, her/his 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.

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.

### **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 her/his probationary period as described in Article 6.01(a) 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 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 her/his 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 her/him from her/his 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 her/him which is contained in her/his employment files.

An employee's right to access information pertaining to her/him 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 her/his 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.

An employee may request the removal and destruction or amendment of any document in the personnel or ancillary files which she/he feels is irrelevant to her/his 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 she/he has 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.

## 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 Probationary Employees

(a) **Definition**

All employees entering service with the Corporation except as defined in 6.05 or as otherwise provided for in this Agreement, shall be considered probationary for a period of three (3) months or sixty (60) paid days of employment, whichever shall last occur. During the probationary period the following shall apply:

(b) **Benefit Limitations**

In accordance with Article 4.03, the employee

- i) shall not attain seniority until completion of the probationary period.
- ii) may be terminated in accordance with Article 5.02(b), and will not be considered laid off or have any rights of recall.
- iii) shall not be entitled to benefits under technological or procedural change.
- iv) 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.

(b) **Benefit Limitations**

Full-time regular employees shall be entitled to all benefits of this Agreement except as limited during the probationary period. During the probationary 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 probationary 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 her/his 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 seventy-five percent (75%) of the normal monthly hours as established in Article 12. Employees who work more than seventy-five percent (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 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 ½) 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.

#### **(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 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 4.8% 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 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.
- 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.

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 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 days, plus any vacation carry over under Article 15.10.
2. Sick Leave	A maximum period of 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 twenty-six (26) weeks.
(v) Parental-Adoption Leave	Birth Fathers: A maximum period of thirty-seven (37) weeks. Birth Mothers: A maximum period of thirty-five (35) weeks (in addition to maternity leave). Adoptive Mothers and Fathers: A maximum period of thirty-seven (37) weeks. Note: If Article 19.06(d) is applicable, then the duration of the leave replacement shall be extended by the additional leave granted, and is not to exceed the maximum entitlement provided under Article 19.06(e).
(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 6-8 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.
- iv) will be paid 10.8% 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 her/his probationary 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 her/his temporary assignment before commencing her/his new position.

**6.05 Part-Time Temporary Employees**

(a) **Definition**

Part-time temporary employees will work less than seventy-five percent (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 10.8% 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 duration of the leave but not to exceed the length of the leave for Maternity/Parental leave and twelve 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.

## 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 her/his 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.
- (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. 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).
- (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 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(b) iv) and 7.02, preference in appointment to bargaining unit positions will be given to regular employees of the Corporation who are members of 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 or more employees have the same seniority date, and one 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(b) iv) 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 COPE, Local 378 in the event that the vacancy cannot be filled from within the Corporation.

## **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 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.

#### **7.05 Limited Postings and Standing Applications**

- (a) Job vacancies in Salary Group 2 will not be posted.
- (b) Job vacancies in Salary Group 3 will be posted in the applicable headquarters only.
- (c) 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.
- (d) Job vacancies in Salary Group 4 at any headquarters other than those described in Article 7.05(c) above will be posted at the applicable headquarters only.
- (e) Should any employee wish to be considered for any specific job in Salary Groups 2 to 4 inclusive, which the Corporation is not required to post at her/his headquarters, she/he may apply by submitting in writing a standing application for that job to the Manager, Human Resources Business 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

- (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 (i.e. to a job in the same pay grade as her/his present job) 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.

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 her/his 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 she/he 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:

- 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 her/his 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 e-mail system for employees who wish to exchange location with another employee.

#### **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 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.

## 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

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.

- 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 she/he is 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 her/his 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 her/his bumping rights, the employee will either accept such a position or be deemed to have elected layoff and receive severance pay in accordance with 8.03. Where an employee declines such placement into a vacant position, and elects layoff, her/his 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 her/his bumping rights in accordance with 8.02(a) in the following order:
  - i) in the headquarters where she/he is employed.
  - ii) in any headquarters where she/he was 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 her/his bumping rights in accordance with 8.02(a) in the following order:

- i) in the headquarters where she/he is employed.
- ii) in the region in which she/he is employed.

- (d) Any regular employee with more than eight (8) years seniority may exercise her/his bumping rights in accordance with 8.02(a) in the following order:

- i) in the headquarters where she/he is employed.
- ii) in the region in which she/he is 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 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 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 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 fifty-two (52) weeks, as follows:

- i) three weeks pay for employees with up to two (2) full years service.
- ii) two weeks pay for each full year of service in excess of two (2) years, up to five (5) years.
- iii) three weeks pay for each full year of service in excess of five (5) years.

(b) A regular employee who receives severance pay, if she/he returns to work for the Corporation, will reimburse the Corporation for any portion of severance pay which exceeds the period of layoff prior to her/his return to work. An employee who receives severance pay because of more than one 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).

### **8.04 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 her/his salary on such transfer along with increases on their appropriate anniversary dates provided, however, that she/he 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 her/his 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 she/he would have attained assuming she/he 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.
  - 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 she/he was 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 her/his address during the period of layoff, she/he 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 her/his interest in the position. The employee's decision not to accept the position, whatever level it may be, will not prejudice her/his previously established rights of recall into regular position vacancies.

- (h) Should the affected employee accept the temporary position, her/his status during her/his employment with the Corporation in that position will be considered that of a regular employee except that she/he will continue to be eligible for recall into a regular position vacancy during her/his period of employment in the temporary position. In the event the employee is subsequently laid off while holding a temporary position, she/he will not be eligible to exercise her/his bumping rights and will be subject to recall in accordance with her/his 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.

#### **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.

## 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 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.

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 her/his 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 her/his bumping rights or exhausts her/his 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.
- (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 she/he assumes 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 her/his salary red-circled if such is above the maximum of the lower level job.

# 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 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.

### 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 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) or designate(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) or designate(s).

### **10.07 Job Profile Modifications**

(a) Where an employee believes a material change has occurred in the duties they perform and is either not resolved per Article 10.06 and/or confirmed per 10.06 to not be minor or temporary change to the position, the affected employee or group of employees will complete a "Position Questionnaire" recording changes in job duties and responsibilities which are of a continuing nature, except for minor duties as described in Article 10.05. The completed Position Questionnaire is to be forwarded to Compensation Services within ten (10) working days of the changes occurring. Compensation Services will copy the Union on all completed Position Questionnaires when completed by affected bargaining unit employee(s) within ten (10) days.

(b) 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. In the event of a disagreement between the employee and her/his manager in regard to this assessment, the employee may submit a Position Questionnaire to Compensation Services, which will subsequently distribute copies in accordance with Article 10.07(a).

(c) As Position Questionnaires are received, Compensation Services will arrange for Compensation Analysts to rewrite the job profile when the scope and substance of the changes affect the rating of the job or the general nature of the job.

### **10.08 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.

### **10.09 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.

### **10.10 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.

### **10.11 Job Evaluation Appeal Officer**

The Union will appoint two bargaining unit employees to be Job Evaluation Appeal Officers, 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. One 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 will be paid not less than the maximum of Salary Group ten (10) or her/his regular salary with the Corporation, whichever is greater, for the period(s) when she/he is acting as a Job Evaluation Appeal Officer.

The Corporation will pay for all reasonable expenses incurred by the Job Evaluation Appeal Officer in the performance of her/his functions as set out in Article 10.12. Pay for time worked in connection with Job Evaluation Appeal Officer'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 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 will schedule her/his time in such a way as to cause minimal disruption to her/his regular job with the Corporation. The Job Evaluation Appeal Officer will provide to his/her manager at least five (5) days' notice of any absence in relation to carrying out his/her duties in connection with this Article.

### **10.12 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. 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.

(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(b) then the Union shall, within fifteen (15) days following receipt of Compensation Services per 10.12 (c), the Union may refer the matter to arbitration.

(e) The parties agree to select an Arbitrator based on his/her 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.

(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. If a position questionnaire was filed prior to the ratification date of the 2014-2019 Collective



Agreement, then the effective date of any change in salary group will be the date upon which the appeal was filed per this revised Article.

### **10.13 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.

The parties agree that the rating of jobs listed in the classification schedule forming Appendix "B" of the Pay Equity Memorandum of Agreement, 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.

### **10.14 Grievance Procedure**

Where an employee believes that the duties she/he performs are more properly characterized by a job profile other than her/his own, such a dispute shall be processed as a grievance under Article 3.06.

# ARTICLE 11

## SALARY ADMINISTRATION

### 11.01 Pay According to Job Classifications and Salary Group

Except as limited below, all employees covered by the Agreement will be classified and paid under one 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".

All employees hired from outside the bargaining unit into job classifications in salary groups 1-7 except employees hired under Letters of Understanding D-2, D-7 and 15 will be paid five percent (5%) less than Step 1 of the applicable salary group for a period of six (6) months.

This provision will only affect an employee once. For example, a temporary employee hired under this clause who is released by the Corporation and is subsequently recalled or rehired will not be subject to the five percent (5%) reduction.

At the conclusion of six (6) months, employees will progress along the salary scale as per Article 11.06 of the applicable salary group.

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 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 Groups 2 and 3 will progress along the salary scale at six (6) month intervals until she/he reaches the maximum of the salary range.
- An employee in Salary Groups 4 to 13 will progress along the salary scale at one-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 she/he reaches 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 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 her/him above the maximum salary for the job.

**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 her/his inadequacies and the intention to withhold, such notice to be given not less than one 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 her/his performance, she/he will regain her/his position in the salary scale on a non-retroactive basis.

#### **11.08 Rate of Pay upon Promotion**

An employee who is promoted from one salary group to another will receive no less than a one 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.

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 five (5) percent increase above their current salary at the time of promotion including movement to the next higher salary step should the new rate, after the five (5) percent 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 her/his 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 her/his request or as a result of inadequate performance under Article 5.03 shall retain her/his salary provided such salary is not above the maximum of the lower graded job. If her/his 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 which she/he would have attained assuming she/he 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 she/he would have attained assuming she/he 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 her/his previous job at her/his 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 her/his previous job which would be that salary which she/he would have attained assuming she/he 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 her/his salary regressed at a rate of one salary step per year at each anniversary of the commencement in the work at the lower level job until her/his 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 her/his salary prior to disability will be paid through LTD benefit to provide up to 100% of her/his 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 her/his salary prior to disability will be paid through LTD benefit to provide up to 85% (prorated) of her/his 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**

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 her/his 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 not apply for appointments of three (3) days or less. (Should such period exceed three (3) consecutive days, the employee's salary will be adjusted from the commencement of such period in accordance with the foregoing). (See Letter No. 12)
- (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 receive full salary adjustment of 5% per salary group.  
  
If a temporary promotion is three groups or more above her/his 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 groups.
- (c) An employee who performs a higher level position in an acting capacity under the foregoing on reverting to her/his former position will receive the salary that she/he would have attained assuming she/he had remained in her/his 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 her or his 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 she/he would have been eligible to receive in her/his regular position and will have the acting promotional increase applied thereto.

#### **11.16 Notification and Limitation of Acting Appointments**

- (a) 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 six (6) months in duration except as required to replace employees on maternity/paternity leave for the duration of the leave. Extensions to such appointments beyond six (6) months or in the case of maternity/paternity leave, 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 her/his salary adjusted in accordance with Article 11.08, and will have her/his 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 her/his salary adjusted to the same point in the new range as she/he occupied in her/his former pay group, and will retain her/his 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 her/his position (i.e. is red-circled) prior to the granting of a general increase and her/his present salary becomes less than the new maximum for the range after applying the general increase to the range, she/he will receive the

difference between her/his present salary and the new maximum of the range. She/he will receive the full value of any subsequent general increases during the term of this Agreement unless her/his 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.

- (b) If an employee's salary is in excess of the maximum salary for her/his position (i.e. is red-circled) prior to the granting of a general increase and her/his present salary continues to be more than the new maximum for the range after the general increase has been applied to the range, her/his salary will remain unchanged. At such point as her/his salary falls within the range as a result of the application of a subsequent general increase during the term of this Agreement, she/he 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 her/his salary and the new maximum for her/his 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 her/his established salary but will not be entitled to any further salary increases until the maximum of the salary range for her/his job classification equals or exceeds her/his 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 she/he can reasonably perform the work. Otherwise, the employee's salary will be reduced to the maximum of the pay grade for the position she/he holds, and the Corporation will not be obliged to place the employee in any other such higher position.

## ARTICLE 12

### HOURS OF WORK

#### 12.01

##### (a) **Claims Department - Claim Centre Employees**

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

- i) Work day - 7 hours 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 - 9 days every 2 weeks. All employees will work Monday to Thursday each week with one-half of the employees being scheduled off each Friday on a rotating basis. 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.
- iii) 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 1/2) 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 Facilities**

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

- i) Work day - seven hours 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 - 9 days every 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.

**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 hours 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 - 9 days every 2 weeks. All employees will work Monday to Thursday each week with one-half of the employees being scheduled off each Friday on a rotating basis. 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.

\*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(3). If notice of less than twenty-four (24) hours is received, the employee affected will be paid at overtime rates.

### 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, Customer Collections, Mail Services, Data Services Administration, Litigation, and Facilities.
  - i) Work day - seven and one-half (7 1/2) 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.
- (b) Second short shift - Customer Collections, Data Services Administration, and Litigation.
  - i) Work day - six hours and forty-five minutes (6 3/4 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, Mail Services, Data Services Administration, and Facilities.
  - i) Work day - seven and one-half (7 1/2) 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 ii).
- (d) Third Shift - Mail Services
  - i) Work day - seven and one-half (7 1/2) 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 ii).

## 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 1/2) 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 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).

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 1/2) hours per day or in excess of the scheduled hours per day if the scheduled hours exceed seven and one-half (7 1/2) hours. Overtime rates will also apply to all time worked in excess of thirty-seven and one-half (37 1/2) 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 1/2) hours, to be scheduled within the hours of operation.
  
- (c) Autoplan Field Operations and Customer Contact, including Broker Enquiry Unit (See also LOU 27 for BEU regarding 4-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 1/2) 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 ii).
  
- (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 1/2) 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 1/2) 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 1/2) hours per day.

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

- (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 1/2) 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 1/2) 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 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 1/2) hours to be scheduled within the hours of operation.
  
- (j) Injury Adjusters 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 hours 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: 9 days every two weeks (Monday to Thursday with one-half of the employees being scheduled off each Friday on a rotating basis; or Tuesday to Saturday, with the rotational day off to be determined as either Saturday or Tuesday). 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.

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.

## 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 her/his own work schedule in accordance with the provisions set out in 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:

Senior Recovery Coordinator  
Commercial Claims Appraiser  
Supervisor Commercial Claims  
Research Project Advisor  
Research Communications Specialist  
Driver Education Programs Advisor  
Driver Examiner Instructor

Will be as follows:

- i) Work Week - position incumbents will work thirty-seven and one-half (37 1/2) hours per week Monday through Friday on a flexible time basis.
- ii) Premium - position incumbents will be paid a five percent (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 1/2) hours per week at the rate of:
  - 1 1/2 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 1/2) hour work week.

### (b) Flex Time (Sunday to Saturday)

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

Regional Coordinator, Marketing & Communication  
Coordinator, Programs & Events  
Regional Loss Prevention Coordinator  
Commercial Claims Examiner  
Driving School Inspector  
Broker Relations Representative  
Insurance Sales Representatives



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 five percent (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 1/2 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 1/2) 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 1/2) 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).
- (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 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
- (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 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.

## **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.
- (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.

## **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.

## **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 her/him 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 1/2) 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.

## ARTICLE 13

### SHIFT WORK AND PREMIUMS

#### 13.01 Definition (Excluding Data Processing)

- i) Normal Day Shift:  
Any shift starting between 6:00 a.m. and 12:00 p.m. and running for seven (7) hours or more shall be considered to be the day shift.
- ii) Afternoon Shift:  
Any shift starting between the hours of 12:01 p.m. and 6:00 p.m. shall be considered to be the afternoon shift and will enjoy a 12% premium of gross salary.
- iii) Night Shift:  
Any shift starting between the hours of 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) 11 hour 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

Subject to approval by the Manager or her/his designate, 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 she/he replaces but shall continue to receive her/his 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 11 Hours 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

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:

1. They shall be scheduled to work 150 shifts (totalling 1750 hours as described in Article 12.02) in each calendar year, less vacation entitlement.
2. They shall work statutory holidays which are scheduled work days at the premium rate of 1 1/2 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 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.
3. If at the end of the calendar year a shift worker has not worked or has exceeded the prescribed hours (1750 hours), the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.
4. 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 1750 hours.

## **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.

#### **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 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 1/2) 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.
- (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 her/his 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 her/his 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 her/his home at the appropriate overtime rates. If the call-out period



extends into an employee's regularly scheduled shift, the time spent returning to her/his 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 her/his next regular shift following the overtime provided she/he received eight (8) hours rest and provided also that she/he 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 her/his regular shift.
- (b) An employee who is called out and reports for work after overtime and before the expiration of her/his eight (8) hours rest, shall receive double time (2 x) payment for those hours which coincide with the working hours of her/his normal shift plus her/his regular salary for the day.
- (c) Notwithstanding the above, an employee who is called out prior to the start of her/his 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 her/his regular shift (or portion thereof) after eight (8) hours rest provided she/he can do so by 1:00 p.m. (if a day worker). The employee will be paid for her/his regular shift regardless of the actual time worked.
  - 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 her/his regular shift. The employee will remain to work her/his 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 her/his 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 her/his regular shift, a one-half (1/2) hour unpaid meal period will be allowed.
- (b) An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the Corporation will provide a meal allowance of \$12.00 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 37.5 hours.

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 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 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 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 she/he carries a pocket pager, will be paid two (2) hours at straight time for the 24-hour period commencing daily at 8:00 a.m., Monday to Thursday, inclusive, three (3) hours at straight time for the 24-hour period commencing 8:00 a.m., Friday and four (4) hours at straight time for the 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 96 hours in advance. Should an employee be given less than 96 hours notice of standby duty, she/he 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 or her/his delegate by telephone outside of her/his 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 hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 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 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.

## 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 2016 Vacation Year is defined as April 1, 2016 to December 31, 2016. Starting on January 1, 2017, the vacation year is defined as the fifty-two (52) week period from January 1<sup>st</sup> to December 31<sup>st</sup>.
- (b) For the 2016 Vacation Year, the Parties will follow the Memorandum of Agreement respecting the Transition to a New Vacation Year. Starting for the 2017 Vacation year, except as noted in subsection (c) below:
- (i) 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 20<sup>th</sup>.
- (ii) Employees who fail to indicate their vacation preference by November 20<sup>th</sup> will forfeit their vacation leave preferential selection rights. Any vacation leave sought after November 20<sup>th</sup> will be in accordance with Article 15.12(h) to Article 15.12(j).
- (c) A vacation schedule will be prepared and posted for the upcoming vacation year as soon as possible after the November 20<sup>th</sup> submission date and no later than December 10<sup>th</sup>.
- (d) Vacation credits will accrue to the employee during the period between July 1<sup>st</sup> of the previous calendar year and June 30<sup>th</sup> 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 she/he has completed three (3) months service.

#### 15.03 Vacation Entitlement

Vacation entitlements for all regular employees shall be as follows:

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

- 15 days in each calendar year for employees who work a five-day work week.
  - 14 days in each calendar year for employees who work a nine-day fortnight.
  - 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:
- 20 days in each calendar year for employees who work a five-day work week.
  - 18 days in each calendar year for employees who work a nine-day fortnight.
  - 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:
- 25 days in each calendar year for employees who work a five-day work week.
  - 23 days in each calendar year for employees who work a nine-day fortnight.
  - 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:
- 30 days in each calendar year for employees who work a five-day work week.
  - 27 days in each calendar year for employees who work a nine-day fortnight.
  - 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:
- 35 days in each calendar year for employees who work a five-day work week
  - 32 days in each calendar year for employees who work a nine-day fortnight.
  - 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**

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.

#### **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 1 and December 31 will be paid out on the basis of days 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 10.8% of her/his 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 her/his 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 her/his vacation has begun may be entitled to reschedule or extend her/his 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 her/his scheduled vacation (such as to overlap with her/his 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**

- (a) Except as noted in (b) below, an employee may carry over up to 50% of her/his 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 her/his current year (base) entitlement plus 50% of her/his 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 her/his 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 she/he goes on vacation will be paid at the higher rate during her/his 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 her/his annual vacation in order to relieve on a higher level job for an uninterrupted period of not less than twenty (20) working days, she/he 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 20<sup>th</sup> of each year for the vacation period of January 1<sup>st</sup> to December 31<sup>st</sup>.
- (d) Vacation selection preferences will be submitted no later than November 20<sup>th</sup>.
- (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 be placed at the bottom of the seniority list and will not exercise 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 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 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.

### **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.



# 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

- (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.

### 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 she/he was 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 10.8% of her/his 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.

## **ARTICLE 17**

### **PAID SICK LEAVE**

#### **17.01 Eligibility**

All eligible employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.

#### **17.02 Full-Time Regular Employees**

- (a) Except as limited in (b), each full-time regular employee has a paid sick leave entitlement of 400 hours. The first 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 sixty (60) calendar days since the last day of absence due to illness or injury, the employee's paid sick leave entitlement of 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) Each full-time regular employee who is completing her/his probationary period as described in Article 6.01(a) has 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 probationary period.

#### **17.03 Full-Time Temporary Employees**

A full-time temporary employee is not entitled to paid sick leave until she/he has completed her/his probationary period as described in Article 6.01(a). After completing her/his probationary period she/he is 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 her/his probationary 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 she/he 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 her/his 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 on probation in accordance with Article 6.01(a) will not be effective until the employee's probationary 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 she/he has 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 6.01(a) 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 absence due to illness or injury commenced and when a temporary employee who is absent due to illness or injury reaches the end of her/his 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 her/his WCB benefit augmented by the Corporation so as to provide 85% of the employee's normal pay. Such pay will be subject to normal corporate and statutory deductions.

This benefit will be payable in accordance with the following schedule:

<b>Employee Status</b>	<b>Period of Entitlement</b>
1. Full-time regular employee	525 hours (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 her/his 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	70 hours (2 weeks)
4. Part-time temporary employee	no entitlement
5. Probationary employee as described in 6.01(a)	70 hours (2 weeks)

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

## 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 probationary 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.

### **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 Corporation may require the employee to offer a satisfactory explanation for her/his 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 her/his absence with a completed Occupational Health Fitness Assessment signed by her/his 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.

### **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 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 her/his 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. 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. Contact initiated by the employee's manager will be for essential emergency or administrative purposes. Such contact will be limited to correspondence and/or by telephone.

## ARTICLE 18

### WELFARE BENEFIT PLANS

#### 18.01

##### (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 \$300 every 2 calendar years, and hearing aid coverage of \$1000 every 5 calendar years per adult and every 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.

Effective the first day of the month following ratification of these recommendations, Article 18.01 (a) and the benefits supplement in the Collective Agreement will be amended to provide the following:

- Eyewear or eye examinations\* or laser eye surgery - up to a maximum reimbursed under the plan of \$300.00 per member or dependent every two (2) calendar years.
- Physiotherapy/massage – 80% of the cost of combined services\* to a maximum reimbursement under the plan of \$250.00 per member or dependent every calendar year.
- Chiropractic – 80% of the costs of services\* up to a maximum reimbursed under the plan of \$400.00 per member or dependent every calendar year.
- Naturopathic – 80% of the cost of services\* up to a maximum reimbursed of \$200.00 per member or dependent per calendar year.
- Podiatry – 80% of the cost of services\* reimbursed under the plan of \$100.00 per member or dependent every calendar year.

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

##### (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 Plan c (50% co-insurance, to a lifetime maximum of \$4,000 effective October 1, 2000 and \$5,000 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 one thousand dollars, plus dependents coverage as set out below:

Employee Coverage	Two (2) times annual salary.
Spouse's Coverage	Fifty Percent (50%) of employee coverage.
Dependent Children's Coverage	Five percent (5%) of employee coverage 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 of up to three times the employee's regular annual salary rounded to the next higher one thousand dollars at nominal cost to the employee.
- (c) The Corporation will implement a voluntary Accidental Death and Dismemberment coverage which will allow employees the option to purchase benefits ranging from \$25,000 to \$150,000, in multiples of \$25,000. In addition, the employee may purchase coverage for her/his spouse and dependent children.

## **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.

#### **18.06 No Coverage while on Layoff**

Employees on layoff 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.

#### **18.08 Travel Accident Insurance**

Regular employees will be covered under a Travel Accident Insurance Plan for amounts up to \$150,000 against death or injury sustained while travelling on company business.

#### **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.

## **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, common law spouse, same sex spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grand parent-in-law 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:

- serious household or domestic emergency
- paternity - birth of employee's child (one (1) day per calendar year)
- attend funeral as pallbearer or mourner
- attend her/his formal hearing to become a Canadian citizen
- full period of any quarantine
- 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 absence without pay in circumstances where the employee is not eligible for such leave with pay.

As well, leave of absence for other legitimate personal reasons acceptable to the Corporation may be granted.

#### **19.03 Court Leave**

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 her/his official capacity, leave of absence with pay will be granted provided such court action is not occasioned by the employee's private affairs.

Where court action is occasioned by the employee's private affairs, leave of absence without pay will be granted.

Time spent at court by an employee in her/his 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 reasonable time off to write the examination. In addition, such an employee will be entitled to leave of up to four (4) working hours without loss of pay in order to prepare for the examination. An employee who completes the writing of an examination not less than three (3) hours prior to the end of her/his shift will be expected to return.

#### 19.05 Maternity Leave

A regular employee shall be eligible for up to twenty-six (26) weeks maternity leave to be taken in accordance with the Employment Standards Act.

On return from maternity leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any general salary increases and benefit changes which occurred during the period that she was on maternity leave.

- (a) 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:
    - a) Two (2) weeks at 100% of the employee's base pay/regular pay;
    - b) Fifteen (15) additional weeks with payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's base pay/regular pay.
    - c) 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.
    - d) 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.
- (b) Benefit Limitations
  - i. To be entitled to the Maternity SEB Plan pursuant to Article 19.05 an employee must sign an agreement between the employee, ICBC and COPE that they will return to work and remain in the employ of ICBC

for a period of at least six (6) months as a regular employee after their return to work.

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

#### **19.06 Parental/Adoption Leave**

- (a) A regular employee shall be eligible for up to thirty-five (35) consecutive weeks parental leave in the case of a birth mother and thirty-seven (37) in the case of a birth father, to be taken in accordance with the provisions of the Employment Standards Act. For the purposes of adopting a child, a regular employee shall be eligible for up to thirty-seven (37) consecutive weeks adoption leave.
- (b) A request for parental/adoption leave must be submitted in writing at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. Such request must be accompanied by: (i) 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 (if a certificate has not been provided in conjunction with a request for maternity leave); or, (ii) 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 natural mother, immediately following the end of the maternity leave.
  - ii) in the case of a natural father, following the birth of the child and within the 52 week period after the birth date of the new born child.Adoption leave shall commence:
  - i) In the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) In the case of a natural mother or father, if a medical practitioner certifies that an additional period of parental care is required because the new born child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of 5 consecutive weeks as specified in the certificate, commencing immediately following the end of the normal parental leave.
- (e) Notwithstanding the above, an employee's combined entitlement to parental and maternity leave shall not exceed a total of sixty-six (66) consecutive weeks in the case of a birth mother. An employee's entitlement to adoption leave shall not exceed forty-two (42) consecutive weeks.

- (f) 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 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.

- (g) Benefit Limitations:
  - (i) To be entitled to the Parental SEB Plan pursuant to Article 19.06 an employee must sign an agreement between the employee, ICBC and COPE that they will return to work and remain in the employ of ICBC for a period of at least six (6) months as a regular employee after their return to work.
  - (ii) Should the employee fail to return to work and remain in the employ of ICBC for a period of six (6) months as a regular employee, the employee shall reimburse ICBC for the parental leave allowance received under Article 19.06.

### **19.07 Public Office**

Leave of absence without pay will be granted employees who:

- i) run for elected office - municipal, provincial, federal.
- ii) 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. 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 her/his reason for leave is satisfactory to the Corporation.

## 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 her/his leave request known to her/his 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.
- (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 her/his last headquarters if her/his 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 she/he:
  - i) fails to return to work at the completion of her/his leave; or
  - ii) undertakes employment in a vocation similar to that in which she/he was engaged with the Corporation, or becomes involved in a business interest which would pose a conflict of interest with her/his employment with the Corporation.
- (e) An employee who returns to work at the completion of her/his educational leave will not be eligible to request another educational leave until she/he has 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 her/his 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 her/his educational leave until she/he returns 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 her/his 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 her/his present job classification immediately prior to the requested leave, and have achieved at least a satisfactory performance rating.
- (c) The employee will make her/his leave request known to her/his 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 her/his last headquarters if her/his 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 her/his 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 her/his long service leave until she/he returns to active employment.
- (h) An employee who is on long service leave will be deemed terminated if she/he:
  - i) fails to return to work at the completion of her/his long service leave; or
  - ii) undertakes employment in a vocation similar to that in which she/he was engaged with the Corporation, or becomes involved in a business interest which would pose a conflict of interest with her/his employment with the Corporation.
- (i) An employee who returns to work at the completion of her/his long service leave will not be eligible to request another such leave until she/he has 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 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:

#### **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.

#### **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.

#### **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.

#### **Eligibility**

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

#### **Requests for Leave**

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 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.

- 1) In this section, “family member” means:
  - a) A member of an employee’s immediate family, and
  - b) Any other individual who is a member of a prescribed class.
- 2) An employee who requests leave under this section is entitled to up to 8 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 26 weeks, or such other period as may be prescribed, after
  - a) The date the certificate is issued, or
  - b) If the leave began before the date the certificate is issued, the date the leave began.
- 3) The employee must give the employer a copy of the certificate as soon as practicable.
- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - a) The family member dies;
  - b) The expiration of 26 weeks or other prescribed period from the date the leave began.
- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsection (3) to (6) apply to the further leave.

## 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 she/he returns between jobs. In certain instances an employee's job may require her/him to regularly work out of one or more alternate headquarters within a local region. In addition, by mutual agreement between an employee and her/his manager, an employee may attend an alternate headquarters for the purpose of performing her/his 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.

(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 her/his place of departure such pay shall not start until the employee is required to depart her/his 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**

Employees who elect and who are permitted by the Corporation to use their personal vehicles in lieu of transportation supplied by the Corporation shall receive fifty-two (.52) cents on July 1, 2013 per kilometre at ratification, for all distances travelled on Corporation business.

#### **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 include actual expenses incurred for all meals and gratuities. Receipts will be required for individual meals above the following amounts:

Breakfast -	\$10.00
Lunch -	\$12.00
Dinner -	\$21.00
- (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) Reasonable miscellaneous expenses where incurred (such as laundry, valet, telephone, etc.). Any one item in excess of ten (\$10.00) dollars will be supported by receipts.

#### **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).

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 her/his move to the new residence within (three) 3 months of moving to her/his new headquarters; and
- vii) the employee must submit her/his claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to her/his 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:

- 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 or between the Municipalities or Cities of Vancouver, Burnaby, New Westminster, Coquitlam, Surrey, Delta, Richmond, West Vancouver, North Vancouver.
  - iv) a move as a result of an employee receiving a promotion under Article 7 into any Salary Group Seven (7) and below, except for Claims Adjuster Trainees and 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.
  - (d) The employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Corporation for all moving expenses received in those instances where the employee voluntarily leaves the employment of the Corporation within one (1) year 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.
  - 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 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 her/his 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 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 her/his 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 her/his landlord:

- payment of the rental at her/his old location until the lease is terminated or a sublet arranged, whichever occurs first.
- 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 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 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 her/his claim for payment with documentation which confirms both the existence of duplicate mortgage interest and property tax payments and the amounts of same.
- definition of principal residence:

the employee's principal residence shall be that property owned by the employee, her/his husband/wife or jointly, used for permanent living accommodation and considered to be her/his 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 her/his family to the new location, the Corporation will pay her/his 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 carrier, and prior to signing the contract, submitting the quotation for approval to the Corporation.
  - placing of the insurance on her/his 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 her/his family to the new location, the Corporation will pay her/his personal living expenses for a reasonable period required to find reasonable living accommodation.

## 20.10 Special Allowances

### (a) Language Premium

#### 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, 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 weeks' notice.

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.

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

#### 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.

#### 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 Attendant Premium

Employees designated as First-Aid Attendants, who are required to be holders of a valid Occupational First-Aid Certificate, will receive a

premium of \$30.00 per month for a level "1" certificate and \$100.00 per month for a level "2" certificate, or greater.

(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. ICBC will utilize current employees to conduct the training and ICBC 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:

1. 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.

2. On a day dedicated to training:

- (a) All surplus travel time will be paid at straight time rates regardless of when it occurs.

- (b) 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.

- (c) 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.

3. On a day in which both training and normal work is performed:

- (a) 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 1/2) times the employee's hourly rate.
  - (b) 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.
- 4. If training occurs on an employee's regularly scheduled day off, the employee will have the day off rescheduled (without further compensation).
- 5. 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.
- 6. 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.
- 7. 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.

## ARTICLE 21

### TRAINING AND DEVELOPMENT

#### 21.01 Training Assistance

It is the general intent of this Agreement that a policy of promotion from within will be followed throughout the Corporation and to this end the Corporation will, where practical, assist all employees to develop their capacities to the maximum degree possible in line with their present and future careers. This assistance may be in the form of financial aid or on-the-job training in accordance with the following provisions, however, provision of training assistance does not imply any promise or obligation to promote.

An employee wishing to take the benefits of this Article must submit a written application for such benefits and receive Corporation approval prior to enrolment in such course. Application for training assistance will be made through the employee's department manager. Such applications will be in writing and will set out the details of the proposed course(s).

#### 21.02 Joint Training Committee

- (a) There shall be a Joint Training Committee consisting of three (3) management and three (3) employee representatives designated by the Union. The Committee shall function on a continuing basis and shall meet at least two (2) times per year, and at any other times the Committee deems necessary, under a rotating chairperson. The function of the Committee shall be to examine the training needs of employees covered by this Agreement. Reports and recommendations arising from these meetings will be forwarded to the Manager, Operations Education, with a copy to the Union President.

The Committee will meet during working hours and such time will be paid as time worked.

- (b) The Joint Training Committee shall consider and review: training needs of employees and career planning; trends in education and employee development; and any other training issues.

#### 21.03 Financial Aid, Training Courses

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Corporation will depend upon the circumstances. In general, the Corporation will provide for categories of financial aid as follows:

- (a) Full cost of training will be borne by the Corporation where training is at the direction of management and carries the appropriate approval.
- (b) The Corporation will reimburse the full cost of books and tuition fees and such other expenses as may be approved by the Corporation of any

Course where such training is directly related to the employee's job. The Corporation will make full reimbursement to the employee upon the successful completion of each term in the case of courses lasting more than one (1) year.

- (c) The Corporation will reimburse 50% of the full cost of books and tuition fees of any course approved by the Corporation where such training could be of future use to the employee in working for the Corporation. The Corporation will make such reimbursement to the employee upon the successful completion of the course.

#### **21.04 Training Approval**

- (a) The manager will consider the benefit of the requested training to the enhancement of the employee's performance in her/his current position and/or to the advancement of the employee, and the applicability of the training to Corporation qualification requirements. Applications will not be unreasonably denied.
- (b) Managers shall respond to the training application within a reasonable time, normally within thirty (30) calendar days. An employee shall be entitled to written reasons where an application for training cannot be acted upon.

#### **21.05 Career Planning**

- (a) The parties acknowledge that technological or procedural changes may affect the nature and requirements of specific jobs which affect employees and their career goals. The parties agree that steps should be taken to ensure the impact of such changes is minimized, wherever possible. To facilitate this principle the Corporation will provide the Joint Training Committee with a copy of any notice of technological or procedural change, issued to the Union in accordance with Article 9.01, which may affect the nature or requirements of any job classification.
- (b) Upon receipt of such information from the Corporation, the Joint Training Committee may meet and make recommendations for the training of employees so affected. The Committee may review the training requirements of employees so affected on a priority basis.

## **ARTICLE 22**

### **HEALTH AND SAFETY**

#### **22.01 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.

Where employees are required to wear protective footwear the Corporation will reimburse employees up to \$125.00 (plus tax) 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 \$125.00 (plus tax).

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.

#### **22.02 Joint Occupational Health, Safety and Environmental Committee**

There shall be established a Joint Occupational Health, Safety and Environmental Committee composed of four (4) employees appointed by the Corporation and four (4) employees appointed by the Union. The Committee shall meet monthly to review matters pertinent to Occupational Health and Safety, and may consider recommendations from worksite Occupational Health and Safety Committees.

Employee representatives shall be on leave of absence without loss of pay for time spent on this committee.

#### **22.03 Joint Worksite Occupational Health and Safety Committees**

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 composed of two (2) employees appointed by the Corporation and two (2) employees appointed by the Union. A worksite with less than twenty (20) employees but more than nine (9) employees must have a designated Worker Health and Safety Representative who will bring up safety issues as a permanent agenda item at staff meetings. The Head Office Committee will be set up in similar fashion but with five (5) representatives of each party.

Employee Representatives shall be on leave of absence without loss of pay for time spent on this committee.

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.

#### **22.04 Statutory Health and Safety Compliance**

The Corporation and the 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.

There shall be full compliance with all applicable statutes and regulations pertaining to Occupational Health and Safety.

#### **22.05 Unsafe Work Conditions**

No employee shall be disciplined for refusing work which she/he has reasonable cause to believe is unsafe and where she/he acts in compliance with the Occupational Health and Safety Regulation.

#### **22.06 Investigation of Accidents**

- (a) Employees who experience a work-related injury or illness are required to report the incident to 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 and report their findings, including the first aid forms, form 7(a) and incident report to WorkSafe BC, within seventy-two (72) hours of the event. The Union 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.

#### **22.07 Repetitive Strain Injuries**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses that are work related.
- (b) Joint Worksite Occupational Health and Safety Committee responsibilities will include incident investigation for reported incidents, recommendation of safe work practices and the performance of regular worksite inspections to identify and make recommendations regarding risk factors that may contribute to repetitive strain injuries.
- (c) The Corporation agrees to provide statistical information related to the work performed which may have caused a work-related repetitive strain injury.



## **22.08 Use of Video Display Terminals**

### **Preamble**

The Corporation and the Union believe it is in the best interests of the employee and the Corporation to develop and administer a policy addressing the use of video display terminals (VDT's).

The following policy outlines the considerations that will apply in regard to VDT operation.

### **Training**

The Corporation and the Union recognize the need for operator involvement and training with the introduction and on-going use of VDT's.

The Workers' Compensation Board of British Columbia Industrial Health and Safety Regulations state that every employer shall ensure the adequate direction and instruction of workers in the safe performance of their duties and that supervisors are responsible for proper instruction of workers under her/his direction, and for ensuring that their work is performed without undue risk.

The Corporation will develop and administer, as part of its educational offerings, a course entitled "Ergonomics and Human Factors" which will incorporate - what VDT's are; an overview of work processes in the unit/department where VDT's are used; the rationale for eye examinations; rationale for rest or stretch breaks; ergonomic factor awareness and adjustments of equipment and relaxation exercises. The course will be used subsequently by the supervisors as a training/orientation module for subordinate staff. The course will be a requirement for areas where use of VDT's is considered as continuous or intermittent and will be elective for areas where usage is determined to be casual.

### **Provisions for Pregnant Employees**

Where practical, and upon written request from a pregnant employee, the Corporation will endeavour to place the employee in another non-VDT associated position in accordance with the following:

#### **(a) Temporary Lateral Exchange of Employees**

This will be a voluntary, mutually agreed upon, action at the employee's request. There will be no expenses paid by the Corporation. The exchange transfer must be at equal job levels. The exchange transfer must be between employees who are each imminently capable of performing the new job (i.e. no more than one week's orientation).

Such exchange transfer shall not be unreasonably denied.

#### **(b) Temporary Exchange of Employees**

This will be a voluntary, mutually agreed upon, action at the employee's request. There will be no expenses paid by the Corporation. The exchange transfer must be between employees who are each imminently capable of performing the new job (i.e. no more than one week's orientation). Such exchange transfer shall not be unreasonably denied. Where such placement is to a lower level position the employee's salary will be treated in accordance with Article 11.10 of the Collective Agreement.

(c) **Temporary Vacancy Placement**

This will be a voluntary, mutually agreed upon, action at the employee's request. The basis of alternate job placement will be the employee's imminent ability to perform the job in question (i.e. no more than one week's orientation). There will be no expenses paid by the Corporation. Where such placement is to a lower level position the employee's salary will be treated in accordance with Article 11.10 of the Collective Agreement.

- (d) Alternatively, or in the event reassignment is not deemed practicable, the employee will be permitted to commence a leave without pay through to the beginning of her normal period of maternity leave.

**Stretch Breaks**

Where practical, jobs involving VDT usage will be designed to avoid continuous usage (where continuous usage is defined as use which is uninterrupted by alternate work assignments, with all work assignments relating to dedicated attention to the VDT).

In the interests of avoiding occupational fatigue which may arise from the continuous and dedicated usage of VDT equipment, employees are encouraged to use relaxation exercises from time to time (see "Simple Exercises for the VDT Operator").

Employees whose work requires the continuous usage of VDT's will be allowed stretch breaks for this purpose as needed, within the guidelines of a five (5) minute break in every one (1) hour of continuous usage.

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.

**Visual**

The Corporation will provide a baseline ophthalmological examination to all regular employees whose usage of VDT's on a continuous basis exceeds 1 hour per day or whose intermittent usage exceeds 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 6 months.

**Ergonomics**

The Corporation will select VDT equipment/hardware, work station layout, lighting, etc., in accordance with Federal, Provincial, and WCB Safety 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.

The Corporation will make available to the Joint Worksite Occupational Health and Safety Committee listings of machine types in use. Employees who experience technical difficulty or malfunction with VDT equipment are encouraged to contact the ISD help desk. Responses to such calls are principally diagnostic in nature.

Employees who continue to have concerns or complaints respecting any particular device will be encouraged to report the concern to their supervisor in writing, with a copy to the Joint Worksite Occupational Health and Safety Committee.

### **Simple Exercises for the VDT Operator**

These exercises are intended to release the muscle tension in your body, enhance blood flow, and prevent the onset of fatigue and strain that VDT operators may experience.

#### **1. Body Exercises for The Work Place**

- (a) **Head** - starting with your chin down on your chest, slowly roll your head up to the left, breathing in until you are looking at the ceiling. Then roll down the other side, breathing out. Repeat, rotating in the other direction.
- (b) **Shoulders** - raise your shoulders to your ears - up high and drop, up high and drop. Alternate by lifting one shoulder at a time and letting it drop. Repeat several times.
- (c) **Arms** - lift your arms straight out ahead to shoulder level, and rotate them with the back of the hands facing each other. Then rotate them with palms face upward. Keep switching back and forth.
- (d) **Hands** - tightly clench your hands into fists, then snap your fingers open. Repeat.
- (e) **Spine** - sit forward in your chair feet firmly on the floor. Place your right hand on your left knee and your other hand behind your back. Breathing out, slowly twist to your left, turn your shoulders so that they face sideways and your head looks behind. Use the hand on your knee to help you turn. Breathe in again and slowly come back to the centre. Switch arms and repeat to the other side.
- (f) **Abdomen** - place your hands on your knees. Slightly bend your upper body forward. Exhale all air; then, holding your breath out, pull in the stomach muscles, hold a few seconds and release. Take a deep breath, exhale completely again and repeat.
- (g) **Legs** - holding onto the sides of your chair, point one leg straight out in front, then lift the whole leg a few inches. Lower and lift, lower and lift. Rest, then change legs.
- (h) **Ankles** - sitting, cross one leg over the other. Draw circles with one foot by rotating the ankle, first one way a few times, then the other. Change legs and do the other foot.
- (i) **Feet** - sitting, raise one leg straight ahead. Point your foot out straight, then pull it up toward you. Repeat several times. Change legs and repeat.

- (j) **Whole Body Movement** - stand up and walk around, stretching and bending as you go. If you feel really energetic, participate in an exercise class, go for a jog, or have a racquet ball game.

## 2. **Eye Exercises for the Work Place**

- (a) Moving only the eyes, look up to the ceiling, look down to the floor, look up, down, up, down. Rest, closing the eyes.
- (b) Open the eyes again. This time look to the left, then to the right. Repeat several times, then rest.
- (c) Now look up to the upper left corner, then down to the lower right. Repeat.
- (d) Look to the upper right, lower left, upper right, etc.
- (e) Make circles with the eyes looking as far as you can up, to the side, down and to the side. Change directions.
- (f) Hold up a finger a few inches from your eyes. Focus on it, then slowly move it away from you, keeping your eyes on it. Then focus into the distance, back to the finger and slowly bring the finger back to a few inches in front of your eyes. Close your eyes and relax. This key exercise allows the ciliary muscles supporting the lens of the eye to relax.
- (g) Finally, relax. Close your eyes for a few minutes, rest your arms in your lap, stretch your legs out in front of you, and mentally transport yourself out of your immediate work environment. Relax. Slowly return to your environment, and open your eyes. You will feel refreshed.

## **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. Under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line of a trade Union.

## **ARTICLE 24**

### **SAVINGS CLAUSE**

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

## ARTICLE 25

### UNION-MANAGEMENT JOINT CONSULTATION

ICBC and the COPE recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise during the term of the Collective Agreement between the parties.

#### **Objectives and Functions**

The union-management consultation mechanism will provide a process whereby representatives from the union and management will meet from time to time to discuss issues of concern to any of the parties.

This consultation process is one in which the parties seek information, provide advice and exchange views on specific matters; it is a means of fostering understanding of the other parties' problems and attitudes towards specific issues and developments within the business. The consultation process allows the parties the opportunity to develop meaningful dialogue, to bring forth their differing points of view, and in a spirit of good faith, attempt to find solutions to concerns and problems raised by each other.

The overall objective of union-management consultation is to provide an effective ongoing communication between Union and management so as to develop a positive climate conducive to the discussion of problems, if not to their resolution.

Union-management consultation does not imply agreement on issues discussed nor does it in any way interfere with management's authority or obligation to manage, or the union's legal rights under the Labour Relations Code of British Columbia, or the Collective Agreement.

#### **Matters for Discussion**

Since the purpose of the union-management consultation mechanism is to reduce tension and promote understanding between the parties, generally there shall be no limitation on the issues that may be raised in consultation.

#### **Meetings**

Meetings will be scheduled once every four (4) months although more frequent meetings may be held if the parties are agreed that there are sufficient matters for discussion.

#### **Participants**

Union representatives at union-management joint consultation shall be drawn from current board members and union staff representatives.

Other advisors, observers, and visitors may attend the consultation meetings but only with the concurrence of both the union and the employer; these persons will not be able to actively participate in the proceedings except with the Agreement of both the union and the employer.

### **Procedures**

The employer and the union shall establish a pre-determined schedule of meetings for each calendar year. In advance of each meeting, the parties may each submit matters for discussion. An agenda will be prepared and circulated at least fourteen (14) days in advance of each meeting; if there are papers, memoranda or reports related to the item(s) on the agenda, they should be distributed at the same time as the agenda.

During the course of the meeting a non-adversarial climate should be maintained; therefore, formal proceedings such as motion and votes will not be utilized.

### **Minutes**

Minutes will be distributed by the Employer to all participants following each consultation meeting. The minutes will show clearly what subjects were raised and by whom, the type of discussion that ensued by each party, and any subsequent position(s) or decision(s) taken, including the "Status" of the issue.



## **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. The Corporation further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to its application.

#### **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.

#### **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.

## ARTICLE 27

### JOB SHARING

#### 27.01 Definition

Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be structured in a manner that accommodates the employment of two regular employees on a work/time sharing basis. It is the intent that the combined performance and time worked by the two job sharing partners will equate to that of a full-time regular employee in that position. Neither of the partners in a job share relationship shall work less than 40% of the normally scheduled hours of work of the full-time regular position.

#### 27.02 Employee Definitions and Benefits - Job Share Employee

- (a) A job-share employee will be classified as a part-time regular employee and shall be entitled to benefits as described in Article 6.03.
- (b) For the purposes of applying the overtime and shift differential provisions of this Agreement the job share position will be treated as a full-time regular position. Accordingly, the combined time worked by the two incumbents will fall within the normal daily and weekly hours of work for the full-time position. Any time worked through the combined efforts of the two incumbents which exceeds or falls outside of the normal full-time daily or weekly hours of work for the position shall be paid at overtime rates (to the employee performing the work). Shift premiums will be paid in accordance with the normal shift for the full-time position.

#### 27.03 Initiation

- (a) The initiation of job sharing arrangements as set out below will be subject to the Agreement of the Corporation and shall not exceed 10% of the current full-time regular complement of employees in any given department unless otherwise agreed to by the Union.
- (b) Any two full-time regular employees may initiate a request to share one of their current positions. Both employees must presently be in or have previously held the job classification in question. In such instances the position to be shared may be filled by the two employees without posting.  
  
Notwithstanding the above, the parties may, by mutual agreement approve job share arrangements that involve regular part-time or temporary employees.
- (c) Full-time regular positions posted in accordance with Article 7 may indicate if job share applications will be considered. For such postings, full-time applicants will have preference over job share applicants. Job share applicants must presently be in or have previously held the job classification in question.
- (d) The Corporation shall inform the Union of all job sharing arrangements as they occur.

#### **27.04 Discontinuance**

In the event that one of the employees in a job sharing arrangement can no longer fulfil their obligation as a job share employee and where the Corporation does not wish the position to continue as a job share position the position will be dealt with in the following manner:

- (a) Where the Corporation elects to replace the full-time regular (job share) position with a part-time regular (non-job share) position then the remaining employee shall have the option to remain in the position without posting as a part-time regular (non-job share) employee.
- (b) Where the Corporation elects to fill the position as a full-time regular (non-job share) position then the remaining employee in the job share position will have the option of filling the position without posting on a full-time basis.
- (c) If the remaining job share employee declines the option of filling the position the remaining employee will be deemed to have voluntarily resigned and the job vacancy will be posted and filled in accordance with the provisions of Article 7.

#### **27.05 Continuance**

In the event that one of the employees in a job sharing arrangement can no longer fulfil their obligation as a job share employee and where the Corporation and the remaining job share employee wish the position to continue as a job share position the position will be dealt with in the following manner:

- (a) A candidate will first be selected from the job share bulletin board.
- (b) If there are no qualified candidates on the bulletin board acceptable to both the employee and Corporation, the position would be posted in accordance with Article 7 noting that job share applications will be considered on a preferential basis.
- (c) If no suitable internal applicant is willing to share the full-time position as a job share position and there are qualified applicants wishing the position on a full-time basis, the remaining employee will have the option to fill the position full-time, on a preferential basis.

If the remaining job share employee declines the full-time position she/he will be deemed to have voluntarily resigned and the vacancy may be filled on a full-time basis in accordance with Article 7 from applicants to the posting.

- (d) Should there be no suitable applicants for the position the remaining job share employee may be retained as a regular part-time (non-job share) employee in the position or it may be filled from outside the bargaining unit either on a job share or full-time basis at the Corporation's option.

In the event the Corporation fills the position with a full-time employee from outside the bargaining unit the remaining job share employee will be deemed to have resigned.

#### **27.06 Job Share Partner Absence**

Where an employee in a job share arrangement is absent from work for any reason the Corporation shall first offer the work to the remaining job share employee during the period of said absence. In such instances the extra hours worked (up to the equivalent of a full-time position) will be paid at straight time rates. The job share employee will retain her/his status as a part-time regular employee for the duration of the partner's absence. Where the remaining job share employee declines to accept the work so offered the Corporation may proceed to fill the vacancy with a part-time temporary employee.

#### **27.07 Corporation Initiated Discontinuance**

Should the job share arrangement be discontinued by the Corporation with the effect that both incumbents would be displaced then the provisions of Article 8 will apply.

#### **27.08 Application of Collective Agreement**

Nothing in this Article is intended to limit, restrict or modify the application of the Collective Agreement beyond the provisions contained herein which specifically relate to the accommodation of job sharing arrangements.

## ARTICLE 28

### DISCRIMINATION AND HARASSMENT

#### 28.01 No Discrimination, Sexual, Racial, or Personal Harassment

The parties recognize the right of all employees to work in an environment free from sexual, racial, and personal harassment.

Neither the Union nor the Corporation, in carrying out its obligations under the Collective Agreement, will discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise, because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal conviction for which a pardon has been granted. Definition of these protected classes will be consistent with the definitions in the B.C. Human Rights Code.

Notwithstanding the above, 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) Sexual Harassment

Sexual harassment is comment or conduct of a sexual nature - verbal, physical or by innuendo - including sexual advances, requests for sexual favours, suggestive comments or gestures, physical contact, including assault, when any of the following occurs:

- i) the conduct is engaged in, or the comment is made by a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome.
- ii) the conduct or comment has the effect of creating an intimidating, humiliating, hostile or offensive work environment, and may include the expression of sexist attitudes, language or behaviour.
- iii) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance.
- iv) the conduct or comment is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply.

- v) The conduct or comment is accompanied by the actual denial of opportunity, or express or implied threat of the denial of opportunity.

Sexual harassment most commonly occurs in the form of behaviour by men towards women; however, sexual harassment may also occur between men, between women, or as behaviour by women towards men, and is not restricted to interactions between supervisors and subordinates.

(c) **Racial Harassment**

Racial harassment is defined as objectionable comment or conduct of a racial nature, which results in intimidating, humiliating, hostile or offensive work environment.

(d) **Personal Harassment**

Personal harassment is defined by the parties as behaviour which denies an individual her or his dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination on the basis of any of the grounds prohibited under the B.C. Human Rights Code.

### **28.03 Complaint Handling**

- (a) Possible avenues of complaint or grievance under the Collective Agreement:

- i) resolution of the complaint between the complainant and the respondent.
- ii) referral of the complaint to Respectful Workplace Mediation.
- iii) referral of the complaint to a Complaint Officer for mediation or investigation.
- iv) filing a grievance in accordance with Article 3.

Once a complaint or grievance is filed with respect to an allegation of discrimination and/or harassment, the process selected will be carried through to conclusion and there will not be access to the process not selected.

- (b) Complaints must be referred to a Complaint Officer within six (6) months of the latest incident of alleged harassment.
- (c) A complaint shall be treated in the strictest confidence, except to the extent necessary to fully and properly investigate the complaint, including providing the respondent a copy of the complaint and providing the Vice-President, Human Resources, and a Union Representative with any agreement reached between the parties or a report of any investigation.
- (d) It is agreed by the parties that the notes of investigation of the Complaint Officer shall remain confidential.

- (e) 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 written complaint or grievance.
- (f) 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.

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.

The parties mutually agree to maintain a list of Harassment Advisors whose names will be published and made available to employees via the e-mail bulletin board system.

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 Officers**

Complaint Officers are external consultants who have been trained to mediate and resolve issues of harassment and discrimination. Complaint Officers will respond to all formal (written) complaints. Complaint Officers may attempt to mediate a solution to the complaint or, after an investigation has been conducted, they may submit recommendations for remedial action to the Vice-President, Human Resources (or an assigned designate), a Union Representative, the complainant, and the respondent. The parties mutually agree to maintain a list of Complaint Officers. If the Complaint Officer finds that the complaint is substantiated, the costs associated with the Complaint Officer will be borne by the Corporation. If the Complaint Officer finds that the complaint is not substantiated, the costs associated with the Complaint Officer will be borne by the Union. All other costs associated with the application of Article 28 will be borne by the Corporation.

#### **28.06 Filing a Complaint**

- (a) An employee who believes that she/he has a complaint of harassment is encouraged to make a direct request of the alleged harassor that the offensive behaviour or actions cease.
- (b) If the request is unsuccessful or if it is considered inappropriate or uncomfortable to make such a request, the complainant may seek the confidential advice of a Harassment Advisor, the Union, or the Manager, Employee Relations.

- (c) The person receiving the complaint will notify the Manager, Employee Relations and a Union Representative of the nature of the complaint and the name of the alleged harassor. At this stage the name of the complainant may be kept confidential if the complainant so wishes.
- (d) The person receiving the complaint will provide the complainant with advice on what options are available and if the employee requests, will assist in the filing of a formal complaint.
- (e) Formal complaints must be in writing, giving the particulars of the complaint, including the name of the complainant. Complaints will be forwarded to the Manager, Employee Relations, or designate, who will assign the next Complaint Officer in the rotation, subject to the availability of the Complaint Officer.
- (f) Within three (3) working days of receipt of the complaint, the Complaint Officer will:
  - i) confirm receipt of the complaint with the complainant.
  - ii) notify the respondent of the allegation(s), and provide the respondent with a copy of the complaint and advise the complainant of this notification.
- (g) Within five (5) working days of notification by the Complaint Officer that a complaint has been filed, or within such reasonable time as may be authorized by the Complaint Officer, the respondent or her/his representative will be given an opportunity to respond to the Complaint Officer regarding the allegations.

#### **28.07 Complaint Officer Investigation**

- (a) Within ten (10) working days of receipt of the signed complaint, the Complaint Officer shall commence an investigation. The investigation shall be completed within twenty (20) working days from the commencement of the investigation or as soon thereafter as practicable.
- (b) At any time during the investigation, the Complaint Officer may, with the consent of all parties, attempt to mediate a resolution to the complaint. Notification of such settlement or resolution will be provided to the original complaint recipients.
- (c) In the event there is no mediation, or a mediation does not result in an agreement, the Complaint Officer shall, within ten (10) working days of completing the investigation, provide to the Vice-President, Human Resources (or an assigned designate), a Union Representative and to the complainant and the respondent, a confidential written report containing the result of the investigation and recommended remedial action.
- (d) Within five (5) working days of receipt of the Complaint Officer's report, the Vice-President, Human Resources (or an assigned designate), will respond in writing to the complainant, a Union Representative and the respondent, outlining the action to be taken.
- (e) Any disciplinary action taken by the Corporation may be grieved by the affected employee.
- (f) During any investigation and/or Grievance Procedure, the Corporation agrees to monitor the working environment of individuals involved and



make such alternate work arrangements as are necessary to protect their rights. During the course of the investigation, it may be necessary to limit the contact between the complainant and the respondent. However, a complainant will not be moved to another work location, without her or his consent.

## **28.08 Respectful Work Place Mediation Procedure**

### **(a) Intent of Procedure**

Pursuant to the provisions of this Article, the following procedure will apply when dealing with personal harassment complaints; that is, complaints other than those related to grounds prohibited under the B.C. Human Rights Code. The intent of this procedure is to promote early intervention and access to mediation as a means of facilitating, where possible, a resolution. The Union and the Corporation agree to promote the use of a mediated approach prior to engaging the formal complaint procedure as set out in 28.06 and 28.07 above. Where mediation occurs it will be conducted without prejudice to any further action by either party. Either party to the mediation may withdraw from the mediation process at any time.

### **(b) Requesting Mediation**

- i) Prior to requesting mediation, an employee who believes she/he is the recipient of inappropriate or unacceptable behaviour is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution.
- ii) If dealing directly with the person is either unsuccessful, or is considered inappropriate, the complainant may seek the confidential advice of a Harassment Advisor, the Union, the Manager, Employee Relations or Human Resources Advisor.
- iii) Requests for mediation may be initiated through a Harassment Advisor, the Union, a Human Resources advisor or the Manager, Employee Relations. The nature of the offending behaviour, relevant dates, and the name of the person whose behaviour is at issue will be submitted in writing, signed by the complainant, to the Manager, Employee Relations. The Manager, Employee Relations will provide a copy of all mediation requests to the Coordinator appointed by the Union.

### **(c) Mediation Process**

- i) The Manager, Employee Relations will assign a Mediator within five (5) working days of receipt of the signed mediation request. Mediator assignment will be on a rotational basis from a list of candidates deemed qualified and acceptable to the parties. Costs associated with Mediators will be borne by the Corporation. The mediation will be completed within ten (10) working days from the date of assignment, or as soon thereafter as practicable.

- ii) Each party may be accompanied in the mediation process by a readily available Corporation/Union Representative for support.
- iii) The Mediator will, in situations where the mediation results in a resolution, generate a settlement agreement within five (5) working days of the conclusion of the mediation. Settlement agreements will not alter, modify or amend any part of the Collective Agreement and will be administered in accordance with the terms of the Collective Agreement. The settlement agreement will be signed and exchanged by both parties with copies going to the Union Coordinator and the Manager, Employee Relations.
- iv) Should either party to the settlement agreement, within the first six months of the Agreement, be of the opinion the Agreement has been breached, she/he will make her/his views known to either the Union Coordinator or the Manager, Employee Relations. The Coordinator and Manager, Employee Relations will work with the parties in an effort to restore the Agreement. This may involve referring the parties back to the original Mediator.
- v) Any initial issue arising between the parties to the settlement agreement, beyond the first six months of the Agreement, will be deemed to be a new issue and will be dealt with through the appropriate mechanism.
- vi) In situations where, in the opinion of the Mediator, a resolution is not to be found, the Mediator will conclude the mediation. This will be done in consultation with the Union Coordinator and the Manager, Employee Relations. The Mediator will, within ten (10) working days of the conclusion of mediation, issue a report to the Union Coordinator and Manager, Employee Relations outlining the reasons for concluding the mediation.

## **ARTICLE 29**

### **EMPLOYMENT EQUITY**

#### **Joint Employment Equity Advisory Committee**

The Corporation and the Union agree to establish a Joint Employment Equity Advisory Committee comprised of three (3) management representatives (one of whom may be a member of the Board of Directors) and three (3) Union Representatives. The Joint Committee should be gender balanced and participation of designated group members should be encouraged.

The purpose of this Joint Committee will be to function as an Advisory Committee, and will assist the Corporation in reviewing and recommending policy, and policy changes, which promote employment equity principles. The Joint Committee will ensure compliance of corporate policies and practices with respect to current applicable legislation, provide interpretation of board policy and COPE issues, and serve as a forum to discuss employee concerns about diversity and work and family life issues.

## ARTICLE 30

### GENERAL PROVISIONS

#### 30.01 Indemnity

- (a) The Corporation agrees not to seek indemnity against an employee whose actions result in a judgment against the Corporation. The Corporation agrees to pay any judgment against an employee arising out of the performance of her/his duties. The Corporation also agrees to pay legal costs incurred in the proceedings, including those of the employee.
- (b) The Corporation shall provide either for the retaining of legal representation of its choice for the employee or pay the reasonable legal fees of counsel retained by the employee, in the defence of any legal proceedings initiated by a person other than an employee involving the employee which arises as a consequence of her/his employment with the Corporation. The Corporation shall decide which form of legal representation they will provide for the employee and notify the employee as soon as possible. The Corporation shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable.
- (c) (a) and (b) above will only apply in circumstances where the employee was acting in good faith in the proper performance of her/his regular job duties and there was no criminal intent involved.
- (d) In order that the provisions in (a) and (b) above shall be binding upon the Corporation, the employee shall notify the Corporation immediately, in writing, of any incident or course of events which may lead to legal action against her/him or the Corporation, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - i) when the employee is first approached by any person or organization notifying her/him of intended legal action against her/him or the Corporation.
  - ii) when the employee herself/himself requires or retains legal counsel in regard to the incident or course of events.
  - iii) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee or the Corporation.
  - iv) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that she/he or the Corporation might be the object of legal action; or
  - v) when the employee receives notice of any legal proceedings of any nature or kind that involve the employee or the Corporation.

## **ARTICLE 31**

### **COPE, LOCAL 378 / ICBC PENSION PLAN**

#### **31.01 Amending the Plan**

The parties agree that amendments can be made to the plan by Agreement of the parties and the trustees.

# APPENDIX "A"

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

Salary Group	Job Code	Job Title	Salary Group	Job Code	Job Title
3	154426	Batch Management Clerk	5	226666	Risk Underwriting Assistant
3	743	Clerk II Special Coverages	5	116	Secretary Claims
3	953	Information Access & Privacy Clerk	5	883	Secretary General
3	845	Mail/Delivery Clerk Clerk	5	463	Special Investigations Unit Research Assistant
4	355	Administrative Salvage Assistant I	5	235014	Traffic Camera QA & Reporting Administrator
4	856	Autoplan Transaction Representative I	5	517	<u>Treasury Operations Representative</u>
4	851	Batch Management Representative	5	2049	Violation Ticket Dispute Clerk
4	154901	Maintenance Worker	5	1017	Workforce System Administrator
4	805	Claims Document Support Assistant	6	9	Accounting Assistant Customer Accounting
4	912	Clerk Typist II – General	6	2162	Adjudication Representative
4	2041	Client Record Services Clerk	6	829	Administrative Assistant Claims
4	135074	Corporate Customer Clerk	6	466	Administrative Assistant General
4	2150	Correspondence Processing Clerk	6	487	Administrative Assistant Information Services
4	451	Customer Contact Assistant I	6	825	Administrative Assistant Litigation
4	422	Customer Relations Review Clerk	6	826	Administrative Assistant Special Counsel
4	2050	Data Entry Operator	6	80	Assistant Storage & Space Administrator
4	151	Data Services Operator I	6	233963	<u>Associate Test Analyst</u>
4	173030	Garage and Fleets Support Assistant	6	949	Autoplan Transaction Representative III
4	57	<u>Imaging Services Clerk</u>	6	159	<u>Broker Reconciliation Representative</u>
4	2045	Licensing Clerk	6	366	Claims Systems Support Representative
4	379	Mail Clerk	6	135073	Corporate Customer Support Representative
4	2112	Mail Clerk – Victoria	6	148849	Corporate Project Assistant
4	2051	Microfilm Retrieval Operator	6	235051	DL Budget & Planning Assistant
4	296	Operator I Print & Mail Services	6	957	Editing Administrator
4	392	Receiving and Shipping Clerk	6	622	Facilities Operations Coordinator
4	462	Receptionist	6	195349	Finance Account Services Support Assistant
4	978	Traffic Camera Ticket Processing Clerk	6	243047	Finance Project Assistant
4	2208	Traffic Collision Reporting Clerk	6	123952	Help Line Support Analyst
4	214715	Vehicle Registration Support Clerk	6	143355	Information & Privacy Administrator
5	506	Accounting Assistant – Corporate Disbursements	6	745	ISD Administrative Resource Assistant III
5	5	Accounting Assistant II Customer Accounting	6	98	<u>Legal Support Assistant</u>
5	333	Administrative Salvage Assistant II	6	815	Licensing/Insurance Representative
5	149	Autoplan Transaction Representative II	6	378	Operator II Print & Mail Services
5	937	Claims Contact Representative	6	112	Payroll Administrator
5	806	Claims Support Assistant	6	41	Personnel Assistant
5	454	Customer Contact Assistant II	6	641	Quality Control Analyst
5	136083	Customer Contact Representative I	6	868	Regional Salvage Assistant
5	217937	Customer Contact Representative I DL Driver Training & Assessment Standards Representative	6	2014	Revenue Administration Reconciliation Clerk
5	2218	Equipment Operator	6	455	Revenue Stock Representative
5	346	Glass Support Assistant	6	443	Salvage Technical Assistant
5	196388	Inventory Systems Clerk	6	235689	Senior Customer Contact Assistant
5	514	ISD Administrative Resources Assistant II	6	504	Supply Analyst I
5	746	Tractor Trailer Driver	6	347	Vehicle Registration Support Representative
5	164360	Learning Services Assistant	6	430	Web Designer I
5	111675	Materials Handler	6	143034	Asset Protection Coordinator
5	2010	Payment Clerk	7	124727	Autoplan and Driver Services Representative
5	559	Rehabilitation Support Assistant	7	155	Broker Enquiry Representative
5	2004	Revenue Adjustment Clerk	7	142	

# APPENDIX "A"

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

Salary Group	Job Code	Job Title	Salary Group	Job Code	Job Title
7	762	Client Computing Analyst I	8	149933	Electronic Document Analyst
7	2071	Client Service Representative Commercial Customer Service Representative	8	62	Facilities Planner
7	94	Commissions Accounting Assistant	8	205	Finance Account Services Analyst
7	166	Coordinator Driver Training	8	2113	Financial Analyst
7	162327	Representatives <u>Coordinator Intersection Safety Camera Operations</u>	8	100	Graphic Designer
Z	981	Coordinator Mail Services Distribution	8	549	Operator III
7	705	Customer Contact Representative II	8	160580	Out of Province Salvage Expediter Senior Licensing Insurance Representative
7	215	<u>Customer Contact Representative II - DL</u>	8	816	Stand Alone Driver Examiner
Z	258601	<u>Customer Relations Representative</u>	8	2077	Supervisor Administration
Z	256726	<u>Digital Media Specialist</u>	8	121339	Supervisor ADP Support Services
Z	47	Driver Examiner I	8	118	Supervisor Agency Banking
7	106440	Finance Account Services Representative	8	188298	Supervisor BI & Technical Support Supervisor Customer Accounting Operations
7	221	Forms Analyst	8	854	<u>Supervisor Customer Accounts Receivable</u>
7	267	Functional Analyst I	8	246533	<u>Supervisor Data Entry &amp; Microfilm/Retrieval &amp; Traffic Collision Unit</u>
7	193512	Glass Compliance & Support Representative	8	257708	Supervisor Imaging Services
7	196385	Insurance Rating Analyst	8	2052	Supervisor Licensing
7	702	Inventory Analyst	8	36	Supervisor Payroll
7	111177	IT Asset Analyst	8	2044	Supervisor Print & Mail Services
Z	257290	<u>IT Service Desk Representative</u>	8	110	Supervisor Regional Salvage
Z	906	<u>Learning Technology Analyst</u>	8	388	Supervisor Support Unit
Z	494	Legal Secretary Corporate Law	8	225361	Supply Analyst II
7	74	Legal Secretary Litigation	8	225	Systems Access Analyst
7	403	Litigation Systems Support Assistant	8	922	Systems Programmer
7	200324	MD Supplier Programs Coordinator	8	281	Technical Writer
7	991	Payment Plan Services Representative	8	461	Test Analyst
Z	964	Rehabilitation Benefits Assistant	8	571	Vehicle Registration Support Technical Specialist
7	561	Reporting Analyst	8	233962	Web Designer II
7	179614	Revenue Accounting Assistant	8	178352	Accountant I
7	242243	Reviewing Officer	8	143035	Assistant Supervisor Driver Licensing Business Analyst I
7	2179	Senior Materials Handler	9	152395	Business Insights Analyst I
7	223294	Senior Revenue Stock Representative	9	2082	Call Centre Technology Support Analyst
7	225758	Supervisor Client Records Services	9	730	Claims Adjuster
7	2042	Total Loss Handler	9	150031	Coordinator Broker Compliance
7	319	<u>Treasury Operations Analyst</u>	9	191150	Coordinator Finance Account Services
Z	187527	Vehicle Services Coordinator	9	92	Accounting Assistant Corporate
7	171801	Voice Communication Specialist	9	673	Accounting
7	109607	Accounting Assistant Corporate	9	474	Associate Operations Support Analyst
8	507	Accounting	9	975	Autoplan Document Processing Trainer & Evaluator
8	684	Coordinator Programs & Events Corporate Information Analyst I	9	926	Broker Relations Coordinator
8	633	Claims Handling Adjuster	9	258015	Claims Recovery Representative
8	17	Claims Handling Adjuster	9	258016	Client Computing Analyst II
8	197723	Claims Recovery Representative	9	258276	Compliance Auditor
8	137726	Client Computing Analyst II	9	258017	Contract Analyst
8	764	Compliance Auditor	9	2219	Corporate Project Analyst
8	413	Contract Analyst	9	245606	Customer Contact Representative III
8	247051	Corporate Project Analyst	9	194356	Customer Service Adjuster
8	193600	Customer Contact Representative III	9	858	Driver Examiner II
8	147703	Customer Service Adjuster	9	189386	Driver Training Technical Analyst
8	800	Driver Examiner II	9	245606	Enterprise Content Mgmt Analyst
8	2074	Driver Examiner II	9	194356	Facilities Operations Technician
			9	858	Finance Operations Analyst
			9	1013	Functional Analyst II
			9	164359	Instructor Driver Examiners
			9		Instructor Learning Services

# APPENDIX "A"

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

Salary Group	Job Code	Job Title	Salary Group	Job Code	Job Title
9	164758	Instructor Learning Services Claims	10	192027	Senior Broker Compliance Auditor
9	1005	<u>IT Service Desk Analyst</u>	10	247052	Senior Contract Analyst
9	259794	<u>IT Service Operations Analyst</u>	10	660	Senior Forms Analyst
9	228	Legal Assistant Finance Account Services	10	990	<u>Senior IT Service Desk Analyst</u>
9	117671	Legal Billing Representative	10	480	Senior Systems Programmer
9	248	<u>Operations Support Analyst</u>	10	233961	<u>Senior Test Analyst</u>
9	406	Paralegal	10	30	Storage Administrator
9	249512	<u>Procedures Analyst</u>	10	2079	Supervisor Driver Licensing Centre
9	859	Product Analyst	10	234537	Supervisor Driving School Inspection
9	236422	Rating Engine Analyst I	10	149932	Supervisor Graphic Design
9	248875	Recovery Coordinator	10	2081	Supervisor I Driver Licensing Centre
9	593	Rehabilitation Benefits Administrator	10	796	Supervisor Prorate Licensing
9	68	Senior Commercial Customer Service Representative	10	225751	Supervisor Revenue Stock Operations
9	248267	<u>Senior Digital Media Specialist</u>	10	195604	Supervisor Salvage
9	136723	Senior Electronic Document Analyst	10	940	Supervisor Telephone Claims
9	111176	Senior Inventory Analyst	10	488	Supervisor Vehicle Registration Support
9	2178	Supervisor Adjudication	10	258023	<u>Technical Support Specialist</u>
9	572	Supervisor Broker Enquiry Unit	10	680	Telecommunications Systems Analyst III
9	810	Supervisor Claims Administration	10	151830	Web Analyst
9	2072	Supervisor Client Service Representatives	11	152396	Accountant II
9	996	Supervisor Customer Contact	11	204108	Accountant II Banking Operations
9	2076	Supervisor Driver Examination Unit	11	693	Associate Database Administrator
9	2046	Supervisor Violation Tickets/Disputes	11	187243	Associate Information Security Analyst
9	195045	Technology Financial Analyst II	11	724	Associate Systems Analyst
9	172102	Usability Analyst	11	112334	Business Analyst III
9	192959	Web Content Specialist	11	179615	Business Insights Analyst II
9	209882	Workforce Scheduling Analyst	11	196214	Coordinator Data Centre Facilities & Disaster Recovery
10	904	ADP Technical Operations Coordinator	11	570	Corporate Information Analyst II
10	236279	Broker Business Analyst	11	153929	Corporate Planning Analyst
10	260326	<u>Broker Inside Sales Representative</u>	11	70	Customer Relations Advisor
10	241769	<u>Broker Sales Analyst</u>	11	655	Education Technology Coordinator
10	741	Business Analyst II	11	117837	Estimator - Specialty Vehicles
10	227555	Business Analytics Analyst I	11	193513	Functional Analyst III
10	249268	<u>Business Continuity Analyst</u>	11	226761	<u>Health &amp; Safety Specialist</u>
10	234652	CAFM System Analyst	11	985	Information Analyst II
10	248874	<u>Claims Adjuster Commercial</u>	11	174777	Instructor II Learning Services
10	763	Client Computing Analyst III	11	6	Insurance Analyst
10	234537	<u>Coordinator Driving School Inspectors</u>	11	235244	Interaction Designer
10	116904	Driver Education Programs Advisor	11	257291	<u>IT Asset Coordinator</u>
10	2140	Driver Licensing Information Coordinator	11	2038	Policy Advisor
10	107235	<u>Driving School Inspector</u>	11	725	Programmer Analyst IV
10	248692	<u>Environmental Sustainability Specialist</u>	11	236423	Rating Engine Analyst II
10	947	Estimator	11	950	Research Project Advisor
10	512	<u>Finance Services Analyst</u>	11	101	Road Safety Coordinator
10	252405	<u>Fleet Safety Coordinator</u>	11	441	Senior Facilities Planner
10	259683	<u>Identity and Access Analyst</u>	11	885	Senior Information Officer
10	496	Information Analyst I	11	248871	Senior Injury Adjuster
10	248873	Injury Adjuster	11	182386	Senior Problem & Change Coordinator
10	285	IS Standards Analyst	11	327	Senior Recovery Coordinator
10	646	Marketing Communications Specialist	11	921	Senior Supply Analyst
10	108862	MD Systems & Development Coordinator	11	172101	Senior Usability Analyst
10	569	Operator IV	11	225909	Specialty Vehicle Underwriter
10	251	Problem & Change Coordinator	11	563	Statistical Design Analyst
10	722	Programmer Analyst III	11	687	Supervisor Material Damage
10	115747	Regional Coordinator Marketing & Communication	11	231599	Supervisor Personal Insurance
10	142683	Return to Work Coordinator	11	109477	Technology Planner
10	259687	<u>Security Operations Analyst</u>	11	194354	Workforce Forecasting Analyst



# APPENDIX "A"

## INSURANCE CORPORATION OF BRITISH COLUMBIA

### JOB CLASSIFICATIONS BY SALARY GROUP

Salary Group	Job Code	Job Title	Salary Group	Job Code	Job Title
12	1019	Broker Account Representative	13	181315	Supervisor Commercial Claims Appraiser
12	227372	Broker Services Analyst			
12	227554	Business Analytics Analyst II			
12	191149	Call Centre Technology Analyst			
12	248869	Claims Examiner			
12	230952	Claims Reporting Analyst			
12	117379	Commercial Account Representative			
12	353	Commercial Claims Appraiser			
12	219417	Competitive Intelligence Analyst			
12	476	Corporate Information Analyst III			
12	103	Customer Insights Analyst			
12	478	Database Administrator			
12	183951	E-Business Analyst			
12	155266	End To End Architect			
12	119674	Environmental Compliance Specialist			
12	227028	Facilities Project Planner			
12	223319	Finance Services Advisor			
12	259685	Identity and Access Design Specialist			
12	924	Information Analyst III			
12	798	Information Security Analyst			
12	225655	Infrastructure Architect			
12	774	Material Damage Research Coordinator			
12	999	Programmer Analyst V			
12	914	Senior Business Analyst			
12	155065	Senior Marketing Analyst			
12	884	Senior Operations Support Analyst			
12	919	Senior Storage Administrator			
12	146181	Statistical Research Advisor			
12	170862	Strategic Sourcing Analyst			
12	14	Supervisor Commercial Customer Service			
12	727	Systems Analyst			
12	479	Technical Specialist			
12	458	Technology Infrastructure Analyst			
12	532	Telecommunications Network Analyst			
		Telecommunications Voice & Workstation Analyst IV			
12	879	Analyst IV			
12	235243	User Experience Analyst			
13	152397	Accountant III			
13	139286	Business Intelligence Specialist			
13	354	Claims Examiner - Commercial			
13	246825	Data Integration Analyst			
13	711	Disaster Recovery and Facilities Planner			
13	124337	Performance Modeling Specialist			
13	234251	Senior Business Analytics Analyst			
13	150032	Senior Business Intelligence Analyst			
13	325	Senior Claims Examiner			
13	751	Senior Database Administrator			
13	155706	Senior End To End Architect			
13	239	Senior Financial Analyst			
13	146284	Senior Functional Analyst			
13	920	Senior Infrastructure Architect			
13	497	Senior Insurance Analyst			
13	137033	Senior Programmer Analyst			
13	236424	Senior Rating Engine Analyst			
		Senior Systems Analyst Information Services			
13	723	Services			
13	472	Senior Technical Specialist			
13	195085	Senior Technology Planner			
		Senior Telecommunications Network Analyst			
13	280	Analyst			
		Senior Telecommunications Systems Management Analyst			
13	866	Management Analyst			

# **APPENDIX “A”**

**INSURANCE CORPORATION OF BRITISH COLUMBIA**

**JOB CLASSIFICATIONS  
BY SALARY GROUP**

During the life of this Collective Agreement, any errors or omissions found in Appendix “A” will be amended by the Parties through letter of agreement.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

**APPENDIX "B"**

**SALARY STRUCTURE**

**Effective Date: Jul 1, 2015**

<b>Salary Group</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Annual Monthly Bi-weekly hourly						
2 Annual Monthly Bi-weekly hourly						
3 Annual Monthly Bi-weekly hourly	\$1,161.31 \$16.59	\$31,783.10 \$2,648.59 \$1,222.43 \$17.46		\$34,185.13 \$2,848.77 \$1,314.82 \$18.79		\$36,780.17 \$3,065.02 \$1,414.63 \$20.21
4 Annual Monthly Bi-weekly hourly	\$1,249.07 \$17.85	\$34,185.13 \$2,848.77 \$1,314.82 \$18.79		\$36,780.17 \$3,065.02 \$1,414.63 \$20.21		\$39,587.40 \$3,298.95 \$1,522.60 \$21.76
5 Annual Monthly Bi-weekly hourly	\$1,345.10 \$19.22	\$36,812.63 \$3,067.72 \$1,415.88 \$20.23	\$38,192.04 \$3,182.67 \$1,468.93 \$20.99	\$39,622.34 \$3,301.86 \$1,523.94 \$21.78	\$41,108.96 \$3,425.75 \$1,581.11 \$22.58	\$42,654.13 \$3,554.51 \$1,640.55 \$23.43

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2015

Salary Group	0	1	2	3	4	5
6 Annual		\$39,622.34	\$41,108.96	\$42,654.13	\$44,313.15	\$46,039.71
Monthly		\$3,301.86	\$3,425.75	\$3,554.51	\$3,692.76	\$3,836.65
Bi-weekly	\$1,447.73	\$1,523.94	\$1,581.11	\$1,640.55	\$1,704.35	\$1,770.76
hourly	\$20.68	\$21.78	\$22.58	\$23.43	\$24.35	\$25.30
7 Annual		\$42,654.13	\$44,313.15	\$46,039.71	\$47,779.17	\$49,610.09
Monthly		\$3,554.51	\$3,692.76	\$3,836.65	\$3,981.60	\$4,134.17
Bi-weekly	\$1,558.53	\$1,640.55	\$1,704.35	\$1,770.76	\$1,837.66	\$1,908.08
hourly	\$22.26	\$23.43	\$24.35	\$25.30	\$26.25	\$27.26
8 Annual		\$47,011.85	\$48,788.01	\$50,657.62	\$52,635.92	\$54,715.69
Monthly		\$3,917.66	\$4,065.66	\$4,221.47	\$4,386.33	\$4,559.65
Bi-weekly		\$1,808.15	\$1,876.47	\$1,948.38	\$2,024.46	\$2,104.46
hourly		\$25.84	\$26.81	\$27.84	\$28.92	\$30.07
9 Annual		\$50,657.62	\$52,635.92	\$54,715.69	\$56,841.06	\$59,145.58
Monthly		\$4,221.47	\$4,386.33	\$4,559.65	\$4,736.76	\$4,928.80
Bi-weekly		\$1,948.38	\$2,024.46	\$2,104.46	\$2,186.21	\$2,274.83
hourly		\$27.84	\$28.92	\$30.07	\$31.23	\$32.50
10 Annual		\$54,715.69	\$56,841.06	\$59,145.58	\$61,521.67	\$63,934.10
Monthly		\$4,559.65	\$4,736.76	\$4,928.80	\$5,126.81	\$5,327.84
Bi-weekly		\$2,104.46	\$2,186.21	\$2,274.83	\$2,366.23	\$2,459.02
hourly		\$30.07	\$31.23	\$32.50	\$33.80	\$35.13

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2015

Salary Group	0	1	2	3	4	5
11 Annual		\$60,014.81	\$62,425.81	\$64,873.70	\$67,502.20	\$70,205.42
Monthly		\$5,001.24	\$5,202.15	\$5,406.15	\$5,625.18	\$5,850.46
Bi-weekly		\$2,308.27	\$2,401.00	\$2,495.15	\$2,596.25	\$2,700.21
hourly		\$32.98	\$34.30	\$35.64	\$37.09	\$38.57
12 Annual		\$64,873.70	\$67,502.20	\$70,205.42	\$73,053.03	\$76,046.54
Monthly		\$5,406.15	\$5,625.18	\$5,850.46	\$6,087.75	\$6,337.21
Bi-weekly		\$2,495.15	\$2,596.25	\$2,700.21	\$2,809.74	\$2,924.88
hourly		\$35.64	\$37.09	\$38.57	\$40.14	\$41.78
13 Annual		\$70,205.42	\$73,053.03	\$76,046.54	\$79,111.62	\$82,286.15
Monthly		\$5,850.46	\$6,087.75	\$6,337.21	\$6,592.63	\$6,857.18
Bi-weekly		\$2,700.21	\$2,809.74	\$2,924.88	\$3,042.77	\$3,164.87
hourly		\$38.57	\$40.14	\$41.78	\$43.47	\$45.21

## APPENDIX "B"

SALARY STRUCTURE		Effective Date: Jul 1, 2016				
Salary Group	0	1	2	3	4	5
1 Annual						
Monthly						
Bi-weekly						
hourly						
2 Annual						
Monthly						
Bi-weekly						
hourly						
3 Annual		\$32,005.58		\$34,424.43		\$37,037.63
Monthly		\$2,667.13		\$2,868.71		\$3,086.48
Bi-weekly	\$1,169.44	\$1,230.99		\$1,324.02		\$1,424.53
hourly	\$16.71	\$17.58		\$18.92		\$20.35
4 Annual		\$34,424.43		\$37,037.63		\$39,864.51
Monthly		\$2,868.71		\$3,086.48		\$3,322.04
Bi-weekly	\$1,257.81	\$1,324.02		\$1,424.53		\$1,533.26
hourly	\$17.97	\$18.92		\$20.35		\$21.91
5 Annual		\$37,070.32	\$38,459.38	\$39,899.70	\$41,396.72	\$42,952.71
Monthly		\$3,089.19	\$3,204.95	\$3,324.97	\$3,449.73	\$3,579.39
Bi-weekly	\$1,354.52	\$1,425.79	\$1,479.21	\$1,534.61	\$1,592.18	\$1,652.03
hourly	\$19.35	\$20.37	\$21.14	\$21.93	\$22.74	\$23.59

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2016

Salary Group	0	1	2	3	4	5
6 Annual		\$39,899.70	\$41,396.72	\$42,952.71	\$44,623.34	\$46,361.99
Monthly		\$3,324.97	\$3,449.73	\$3,579.39	\$3,718.61	\$3,863.51
Bi-weekly	\$1,457.86	\$1,534.61	\$1,592.18	\$1,652.03	\$1,716.28	\$1,783.16
hourly	\$20.82	\$21.93	\$22.74	\$23.59	\$24.52	\$25.48
7 Annual		\$42,952.71	\$44,623.34	\$46,361.99	\$48,113.62	\$49,957.36
Monthly		\$3,579.39	\$3,718.61	\$3,863.51	\$4,009.47	\$4,163.11
Bi-weekly	\$1,569.44	\$1,652.03	\$1,716.28	\$1,783.16	\$1,850.52	\$1,921.44
hourly	\$22.42	\$23.59	\$24.52	\$25.48	\$26.43	\$27.45
8 Annual		\$47,340.93	\$49,129.53	\$51,012.22	\$53,004.37	\$55,098.70
Monthly		\$3,945.08	\$4,094.12	\$4,251.02	\$4,417.03	\$4,591.57
Bi-weekly		\$1,820.81	\$1,889.61	\$1,962.02	\$2,038.63	\$2,119.19
hourly		\$26.02	\$27.00	\$28.03	\$29.12	\$30.28
9 Annual		\$51,012.22	\$53,004.37	\$55,098.70	\$57,238.95	\$59,559.60
Monthly		\$4,251.02	\$4,417.03	\$4,591.57	\$4,769.92	\$4,963.30
Bi-weekly		\$1,962.02	\$2,038.63	\$2,119.19	\$2,201.51	\$2,290.75
hourly		\$28.03	\$29.12	\$30.28	\$31.45	\$32.73
10 Annual		\$55,098.70	\$57,238.95	\$59,559.60	\$61,952.32	\$64,381.64
Monthly		\$4,591.57	\$4,769.92	\$4,963.30	\$5,162.70	\$5,365.13
Bi-weekly		\$2,119.19	\$2,201.51	\$2,290.75	\$2,382.79	\$2,476.23
hourly		\$30.28	\$31.45	\$32.73	\$34.04	\$35.38

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2016

Salary Group	0	1	2	3	4	5
11 Annual		\$60,434.91	\$62,862.79	\$65,327.82	\$67,974.72	\$70,696.86
Monthly		\$5,036.25	\$5,238.57	\$5,443.99	\$5,664.56	\$5,891.41
Bi-weekly		\$2,324.43	\$2,417.81	\$2,512.62	\$2,614.42	\$2,719.11
hourly		\$33.21	\$34.54	\$35.89	\$37.35	\$38.84
12 Annual		\$65,327.82	\$67,974.72	\$70,696.86	\$73,564.40	\$76,578.87
Monthly		\$5,443.99	\$5,664.56	\$5,891.41	\$6,130.36	\$6,381.57
Bi-weekly		\$2,512.62	\$2,614.42	\$2,719.11	\$2,829.41	\$2,945.35
hourly		\$35.89	\$37.35	\$38.84	\$40.42	\$42.07
13 Annual		\$70,696.86	\$73,564.40	\$76,578.87	\$79,665.40	\$82,862.15
Monthly		\$5,891.41	\$6,130.36	\$6,381.57	\$6,638.78	\$6,905.18
Bi-weekly		\$2,719.11	\$2,829.41	\$2,945.35	\$3,064.07	\$3,187.02
hourly		\$38.84	\$40.42	\$42.07	\$43.77	\$45.53



## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: May 1, 2017

Salary Group	0	1	2	3	4	5
1 Annual Monthly Bi-weekly hourly						
2 Annual Monthly Bi-weekly hourly						
3 Annual Monthly Bi-weekly hourly	\$1,181.13 \$16.88	\$32,325.64 \$2,693.80 \$1,243.30 \$17.76		\$34,768.67 \$2,897.40 \$1,337.26 \$19.11		\$37,408.01 \$3,117.34 \$1,438.78 \$20.55
4 Annual Monthly Bi-weekly hourly	\$1,270.39 \$18.15	\$34,768.67 \$2,897.40 \$1,337.26 \$19.11		\$37,408.01 \$3,117.34 \$1,438.78 \$20.55		\$40,263.16 \$3,355.26 \$1,548.59 \$22.13
5 Annual Monthly Bi-weekly hourly	\$1,368.07 \$19.54	\$37,441.02 \$3,120.08 \$1,440.05 \$20.57	\$38,843.97 \$3,237.00 \$1,494.00 \$21.35	\$40,298.70 \$3,358.22 \$1,549.96 \$22.15	\$41,810.69 \$3,484.23 \$1,608.10 \$22.97	\$43,382.24 \$3,615.18 \$1,668.55 \$23.83

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: May 1, 2017

Salary Group	0	1	2	3	4	5
6 Annual		\$40,298.70	\$41,810.69	\$43,382.24	\$45,069.57	\$46,825.61
Monthly		\$3,358.22	\$3,484.23	\$3,615.18	\$3,755.80	\$3,902.15
Bi-weekly	\$1,472.44	\$1,549.96	\$1,608.10	\$1,668.55	\$1,733.44	\$1,800.99
hourly	\$21.03	\$22.15	\$22.97	\$23.83	\$24.77	\$25.73
7 Annual		\$43,382.24	\$45,069.57	\$46,825.61	\$48,594.76	\$50,456.93
Monthly		\$3,615.18	\$3,755.80	\$3,902.15	\$4,049.56	\$4,204.74
Bi-weekly	\$1,585.13	\$1,668.55	\$1,733.44	\$1,800.99	\$1,869.03	\$1,940.65
hourly	\$22.64	\$23.83	\$24.77	\$25.73	\$26.69	\$27.72
8 Annual		\$47,814.34	\$49,620.83	\$51,522.34	\$53,534.41	\$55,649.69
Monthly		\$3,984.53	\$4,135.06	\$4,293.53	\$4,461.20	\$4,637.49
Bi-weekly		\$1,839.02	\$1,908.51	\$1,981.64	\$2,059.02	\$2,140.38
hourly		\$26.28	\$27.27	\$28.31	\$29.41	\$30.58
9 Annual		\$51,522.34	\$53,534.41	\$55,649.69	\$57,811.34	\$60,155.20
Monthly		\$4,293.53	\$4,461.20	\$4,637.49	\$4,817.62	\$5,012.93
Bi-weekly		\$1,981.64	\$2,059.02	\$2,140.38	\$2,223.53	\$2,313.66
hourly		\$28.31	\$29.41	\$30.58	\$31.76	\$33.06
10 Annual		\$55,649.69	\$57,811.34	\$60,155.20	\$62,571.84	\$65,025.46
Monthly		\$4,637.49	\$4,817.62	\$5,012.93	\$5,214.33	\$5,418.78
Bi-weekly		\$2,140.38	\$2,223.53	\$2,313.66	\$2,406.62	\$2,500.99
hourly		\$30.58	\$31.76	\$33.06	\$34.38	\$35.73

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: May 1, 2017

Salary Group	0	1	2	3	4	5
11 Annual		\$61,039.26	\$63,491.42	\$65,981.10	\$68,654.47	\$71,403.83
Monthly		\$5,086.61	\$5,290.96	\$5,498.43	\$5,721.21	\$5,950.32
Bi-weekly		\$2,347.67	\$2,441.99	\$2,537.75	\$2,640.56	\$2,746.30
hourly		\$33.54	\$34.89	\$36.25	\$37.72	\$39.23
12 Annual		\$65,981.10	\$68,654.47	\$71,403.83	\$74,300.04	\$77,344.66
Monthly		\$5,498.43	\$5,721.21	\$5,950.32	\$6,191.66	\$6,445.39
Bi-weekly		\$2,537.75	\$2,640.56	\$2,746.30	\$2,857.70	\$2,974.80
hourly		\$36.25	\$37.72	\$39.23	\$40.82	\$42.49
13 Annual		\$71,403.83	\$74,300.04	\$77,344.66	\$80,462.05	\$83,690.77
Monthly		\$5,950.32	\$6,191.66	\$6,445.39	\$6,705.17	\$6,974.23
Bi-weekly		\$2,746.30	\$2,857.70	\$2,974.80	\$3,094.71	\$3,218.89
hourly		\$39.23	\$40.82	\$42.49	\$44.21	\$45.99

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2017

Salary Group	0	1	2	3	4	5
1 Annual Monthly Bi-weekly hourly						
2 Annual Monthly Bi-weekly hourly						
3 Annual Monthly Bi-weekly hourly	\$1,190.58 \$17.02	\$32,584.25 \$2,715.35 \$1,253.25 \$17.90		\$35,046.82 \$2,920.58 \$1,347.96 \$19.26		\$37,707.27 \$3,142.28 \$1,450.29 \$20.71
4 Annual Monthly Bi-weekly hourly	\$1,280.55 \$18.30	\$35,046.82 \$2,920.58 \$1,347.96 \$19.26		\$37,707.27 \$3,142.28 \$1,450.29 \$20.71		\$40,585.27 \$3,382.10 \$1,560.98 \$22.31
5 Annual Monthly Bi-weekly hourly	\$1,379.01 \$19.70	\$37,740.55 \$3,145.04 \$1,451.57 \$20.73	\$39,154.72 \$3,262.90 \$1,505.95 \$21.52	\$40,621.09 \$3,385.09 \$1,562.36 \$22.33	\$42,145.18 \$3,512.10 \$1,620.96 \$23.15	\$43,729.30 \$3,644.10 \$1,681.90 \$24.02

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2017

Salary Group	0	1	2	3	4	5
6 Annual		\$40,621.09	\$42,145.18	\$43,729.30	\$45,430.13	\$47,200.21
Monthly		\$3,385.09	\$3,512.10	\$3,644.10	\$3,785.85	\$3,933.37
Bi-weekly	\$1,484.22	\$1,562.36	\$1,620.96	\$1,681.90	\$1,747.31	\$1,815.40
hourly	\$21.20	\$22.33	\$23.15	\$24.02	\$24.97	\$25.94
7 Annual		\$43,729.30	\$45,430.13	\$47,200.21	\$48,983.52	\$50,860.59
Monthly		\$3,644.10	\$3,785.85	\$3,933.37	\$4,081.96	\$4,238.38
Bi-weekly	\$1,597.81	\$1,681.90	\$1,747.31	\$1,815.40	\$1,883.98	\$1,956.18
hourly	\$22.82	\$24.02	\$24.97	\$25.94	\$26.90	\$27.94
8 Annual		\$48,196.85	\$50,017.80	\$51,934.52	\$53,962.69	\$56,094.89
Monthly		\$4,016.41	\$4,168.14	\$4,327.88	\$4,496.89	\$4,674.59
Bi-weekly		\$1,853.73	\$1,923.78	\$1,997.49	\$2,075.49	\$2,157.50
hourly		\$26.49	\$27.49	\$28.54	\$29.65	\$30.82
9 Annual		\$51,934.52	\$53,962.69	\$56,094.89	\$58,273.83	\$60,636.44
Monthly		\$4,327.88	\$4,496.89	\$4,674.59	\$4,856.16	\$5,053.03
Bi-weekly		\$1,997.49	\$2,075.49	\$2,157.50	\$2,241.32	\$2,332.17
hourly		\$28.54	\$29.65	\$30.82	\$32.01	\$33.32
10 Annual		\$56,094.89	\$58,273.83	\$60,636.44	\$63,072.41	\$65,545.66
Monthly		\$4,674.59	\$4,856.16	\$5,053.03	\$5,256.04	\$5,462.13
Bi-weekly		\$2,157.50	\$2,241.32	\$2,332.17	\$2,425.87	\$2,521.00
hourly		\$30.82	\$32.01	\$33.32	\$34.66	\$36.02

## APPENDIX "B"

### SALARY STRUCTURE

		Effective Date: Jul 1, 2017				
Salary Group	0	1	2	3	4	5
11 Annual		\$61,527.57	\$63,999.35	\$66,508.95	\$69,203.71	\$71,975.06
Monthly		\$5,127.30	\$5,333.29	\$5,542.42	\$5,766.98	\$5,997.92
Bi-weekly		\$2,366.45	\$2,461.53	\$2,558.05	\$2,661.68	\$2,768.27
hourly		\$33.81	\$35.17	\$36.54	\$38.02	\$39.54
12 Annual		\$66,508.95	\$69,203.71	\$71,975.06	\$74,894.44	\$77,963.42
Monthly		\$5,542.42	\$5,766.98	\$5,997.92	\$6,241.19	\$6,496.95
Bi-weekly		\$2,558.05	\$2,661.68	\$2,768.27	\$2,880.56	\$2,998.60
hourly		\$36.54	\$38.02	\$39.54	\$41.15	\$42.83
13 Annual		\$71,975.06	\$74,894.44	\$77,963.42	\$81,105.75	\$84,360.30
Monthly		\$5,997.92	\$6,241.19	\$6,496.95	\$6,758.81	\$7,030.02
Bi-weekly		\$2,768.27	\$2,880.56	\$2,998.60	\$3,119.47	\$3,244.64
hourly		\$39.54	\$41.15	\$42.83	\$44.56	\$46.36

**APPENDIX "B"**

**SALARY STRUCTURE**

**Effective Date: May 1, 2018**

<b>Salary Group</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Annual Monthly Bi-weekly hourly						
2 Annual Monthly Bi-weekly hourly						
3 Annual Monthly Bi-weekly hourly	\$1,202.49 \$17.19	\$32,910.09 \$2,742.50 \$1,265.78 \$18.08		\$35,397.29 \$2,949.79 \$1,361.44 \$19.45		\$38,084.34 \$3,173.70 \$1,464.79 \$20.92
4 Annual Monthly Bi-weekly hourly	\$1,293.36 \$18.48	\$35,397.29 \$2,949.79 \$1,361.44 \$19.45		\$38,084.34 \$3,173.70 \$1,464.79 \$20.92		\$40,991.12 \$3,415.92 \$1,576.59 \$22.53
5 Annual Monthly Bi-weekly hourly	\$1,392.80 \$19.90	\$38,117.96 \$3,176.49 \$1,466.09 \$20.94	\$39,546.27 \$3,295.53 \$1,521.01 \$21.74	\$41,027.30 \$3,418.94 \$1,577.98 \$22.55	\$42,566.63 \$3,547.22 \$1,637.17 \$23.38	\$44,166.59 \$3,680.54 \$1,698.72 \$24.26

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: May 1, 2018

Salary Group	0	1	2	3	4	5
6 Annual		\$41,027.30	\$42,566.63	\$44,166.59	\$45,884.43	\$47,672.21
Monthly		\$3,418.94	\$3,547.22	\$3,680.54	\$3,823.71	\$3,972.70
Bi-weekly	\$1,499.06	\$1,577.98	\$1,637.17	\$1,698.72	\$1,764.78	\$1,833.55
hourly	\$21.41	\$22.55	\$23.38	\$24.26	\$25.22	\$26.20
7 Annual		\$44,166.59	\$45,884.43	\$47,672.21	\$49,473.36	\$51,369.20
Monthly		\$3,680.54	\$3,823.71	\$3,972.70	\$4,122.78	\$4,280.76
Bi-weekly	\$1,613.79	\$1,698.72	\$1,764.78	\$1,833.55	\$1,902.82	\$1,975.74
hourly	\$23.05	\$24.26	\$25.22	\$26.20	\$27.17	\$28.22
8 Annual		\$48,678.82	\$50,517.98	\$52,453.87	\$54,502.32	\$56,655.84
Monthly		\$4,056.57	\$4,209.82	\$4,371.16	\$4,541.86	\$4,721.34
Bi-weekly		\$1,872.27	\$1,943.02	\$2,017.46	\$2,096.24	\$2,179.08
hourly		\$26.75	\$27.76	\$28.83	\$29.95	\$31.13
9 Annual		\$52,453.87	\$54,502.32	\$56,655.84	\$58,856.57	\$61,242.80
Monthly		\$4,371.16	\$4,541.86	\$4,721.34	\$4,904.72	\$5,103.56
Bi-weekly		\$2,017.46	\$2,096.24	\$2,179.08	\$2,263.73	\$2,355.49
hourly		\$28.83	\$29.95	\$31.13	\$32.33	\$33.65
10 Annual		\$56,655.84	\$58,856.57	\$61,242.80	\$63,703.13	\$66,201.12
Monthly		\$4,721.34	\$4,904.72	\$5,103.56	\$5,308.60	\$5,516.75
Bi-weekly		\$2,179.08	\$2,263.73	\$2,355.49	\$2,450.13	\$2,546.21
hourly		\$31.13	\$32.33	\$33.65	\$35.01	\$36.38



## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: **May 1, 2018**

Salary Group	0	1	2	3	4	5
11 Annual		\$62,142.85	\$64,639.34	\$67,174.04	\$69,895.75	\$72,694.81
Monthly		\$5,178.57	\$5,386.62	\$5,597.84	\$5,824.65	\$6,057.90
Bi-weekly		\$2,390.11	\$2,486.15	\$2,583.63	\$2,688.30	\$2,795.95
hourly		\$34.15	\$35.52	\$36.91	\$38.40	\$39.94
12 Annual		\$67,174.04	\$69,895.75	\$72,694.81	\$75,643.38	\$78,743.05
Monthly		\$5,597.84	\$5,824.65	\$6,057.90	\$6,303.60	\$6,561.92
Bi-weekly		\$2,583.63	\$2,688.30	\$2,795.95	\$2,909.37	\$3,028.59
hourly		\$36.91	\$38.40	\$39.94	\$41.56	\$43.26
13 Annual		\$72,694.81	\$75,643.38	\$78,743.05	\$81,916.81	\$85,203.90
Monthly		\$6,057.90	\$6,303.60	\$6,561.92	\$6,826.40	\$7,100.32
Bi-weekly		\$2,795.95	\$2,909.37	\$3,028.59	\$3,150.66	\$3,277.09
hourly		\$39.94	\$41.56	\$43.26	\$45.01	\$46.82

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2018

Salary Group	0	1	2	3	4	5
1 Annual Monthly Bi-weekly hourly						
2 Annual Monthly Bi-weekly hourly						
3 Annual Monthly Bi-weekly hourly	\$1,208.50 \$17.28	\$33,074.64 \$2,756.21 \$1,272.11 \$18.17		\$35,574.28 \$2,964.54 \$1,368.25 \$19.55		\$38,274.76 \$3,189.57 \$1,472.11 \$21.02
4 Annual Monthly Bi-weekly hourly	\$1,299.83 \$18.57	\$35,574.28 \$2,964.54 \$1,368.25 \$19.55		\$38,274.76 \$3,189.57 \$1,472.11 \$21.02		\$41,196.08 \$3,433.00 \$1,584.47 \$22.64
5 Annual Monthly Bi-weekly hourly	\$1,399.76 \$20.00	\$38,308.55 \$3,192.37 \$1,473.42 \$21.04	\$39,744.00 \$3,312.01 \$1,528.62 \$21.85	\$41,232.44 \$3,436.03 \$1,585.87 \$22.66	\$42,779.46 \$3,564.96 \$1,645.36 \$23.50	\$44,387.42 \$3,698.94 \$1,707.21 \$24.38

**APPENDIX "B"**

**SALARY STRUCTURE**

**Effective Date: Jul 1, 2018**

<b>Salary Group</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
6 Annual		\$41,232.44	\$42,779.46	\$44,387.42	\$46,113.85	\$47,910.57
Monthly		\$3,436.03	\$3,564.96	\$3,698.94	\$3,842.83	\$3,992.56
Bi-weekly	\$1,506.56	\$1,585.87	\$1,645.36	\$1,707.21	\$1,773.60	\$1,842.72
hourly	\$21.52	\$22.66	\$23.50	\$24.38	\$25.35	\$26.33
7 Annual		\$44,387.42	\$46,113.85	\$47,910.57	\$49,720.73	\$51,626.05
Monthly		\$3,698.94	\$3,842.83	\$3,992.56	\$4,143.39	\$4,302.16
Bi-weekly	\$1,621.86	\$1,707.21	\$1,773.60	\$1,842.72	\$1,912.33	\$1,985.62
hourly	\$23.17	\$24.38	\$25.35	\$26.33	\$27.31	\$28.36
8 Annual		\$48,922.21	\$50,770.57	\$52,716.14	\$54,774.83	\$56,939.12
Monthly		\$4,076.85	\$4,230.87	\$4,393.02	\$4,564.57	\$4,744.95
Bi-weekly		\$1,881.63	\$1,952.74	\$2,027.55	\$2,106.72	\$2,189.98
hourly		\$26.88	\$27.90	\$28.97	\$30.10	\$31.29
9 Annual		\$52,716.14	\$54,774.83	\$56,939.12	\$59,150.85	\$61,549.01
Monthly		\$4,393.02	\$4,564.57	\$4,744.95	\$4,929.24	\$5,129.08
Bi-weekly		\$2,027.55	\$2,106.72	\$2,189.98	\$2,275.05	\$2,367.27
hourly		\$28.97	\$30.10	\$31.29	\$32.49	\$33.82
10 Annual		\$56,939.12	\$59,150.85	\$61,549.01	\$64,021.65	\$66,532.13
Monthly		\$4,744.95	\$4,929.24	\$5,129.08	\$5,335.14	\$5,544.33
Bi-weekly		\$2,189.98	\$2,275.05	\$2,367.27	\$2,462.38	\$2,558.94
hourly		\$31.29	\$32.49	\$33.82	\$35.19	\$36.56

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: Jul 1, 2018

Salary Group	0	1	2	3	4	5
11 Annual		\$62,453.56	\$64,962.54	\$67,509.91	\$70,245.23	\$73,058.28
Monthly		\$5,204.46	\$5,413.55	\$5,625.83	\$5,853.77	\$6,088.19
Bi-weekly		\$2,402.06	\$2,498.58	\$2,596.55	\$2,701.74	\$2,809.93
hourly		\$34.32	\$35.70	\$37.09	\$38.59	\$40.14
12 Annual		\$67,509.91	\$70,245.23	\$73,058.28	\$76,021.60	\$79,136.77
Monthly		\$5,625.83	\$5,853.77	\$6,088.19	\$6,335.12	\$6,594.73
Bi-weekly		\$2,596.55	\$2,701.74	\$2,809.93	\$2,923.92	\$3,043.73
hourly		\$37.09	\$38.59	\$40.14	\$41.77	\$43.48
13 Annual		\$73,058.28	\$76,021.60	\$79,136.77	\$82,326.39	\$85,629.92
Monthly		\$6,088.19	\$6,335.12	\$6,594.73	\$6,860.53	\$7,135.82
Bi-weekly		\$2,809.93	\$2,923.92	\$3,043.73	\$3,166.41	\$3,293.48
hourly		\$40.14	\$41.77	\$43.48	\$45.24	\$47.05

**APPENDIX "B"**

**SALARY STRUCTURE**

**Effective Date: May 1, 2019**

<b>Salary Group</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Annual Monthly Bi-weekly hourly						
2 Annual Monthly Bi-weekly hourly						
3 Annual Monthly Bi-weekly hourly	\$1,220.59 \$17.45	\$33,405.39 \$2,783.77 \$1,284.83 \$18.35		\$35,930.02 \$2,994.19 \$1,381.93 \$19.75		\$38,657.51 \$3,221.47 \$1,486.83 \$21.23
4 Annual Monthly Bi-weekly hourly	\$1,312.83 \$18.76	\$35,930.02 \$2,994.19 \$1,381.93 \$19.75		\$38,657.51 \$3,221.47 \$1,486.83 \$21.23		\$41,608.04 \$3,467.33 \$1,600.31 \$22.87
5 Annual Monthly Bi-weekly hourly	\$1,413.76 \$20.20	\$38,691.64 \$3,224.29 \$1,488.15 \$21.25	\$40,141.44 \$3,345.13 \$1,543.91 \$22.07	\$41,644.76 \$3,470.39 \$1,601.73 \$22.89	\$43,207.25 \$3,600.61 \$1,661.81 \$23.74	\$44,831.29 \$3,735.93 \$1,724.28 \$24.62

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: **May 1, 2019**

Salary Group	0	1	2	3	4	5
6 Annual		\$41,644.76	\$43,207.25	\$44,831.29	\$46,574.99	\$48,389.68
Monthly		\$3,470.39	\$3,600.61	\$3,735.93	\$3,881.26	\$4,032.49
Bi-weekly	\$1,521.63	\$1,601.73	\$1,661.81	\$1,724.28	\$1,791.34	\$1,861.15
hourly	\$21.74	\$22.89	\$23.74	\$24.62	\$25.60	\$26.59
7 Annual		\$44,831.29	\$46,574.99	\$48,389.68	\$50,217.94	\$52,142.31
Monthly		\$3,735.93	\$3,881.26	\$4,032.49	\$4,184.82	\$4,345.18
Bi-weekly	\$1,638.08	\$1,724.28	\$1,791.34	\$1,861.15	\$1,931.45	\$2,005.48
hourly	\$23.40	\$24.62	\$25.60	\$26.59	\$27.58	\$28.64
8 Annual		\$49,411.43	\$51,278.28	\$53,243.30	\$55,322.58	\$57,508.51
Monthly		\$4,117.62	\$4,273.18	\$4,436.95	\$4,610.22	\$4,792.40
Bi-weekly		\$1,900.45	\$1,972.27	\$2,047.83	\$2,127.79	\$2,211.88
hourly		\$27.15	\$28.18	\$29.26	\$30.40	\$31.60
9 Annual		\$53,243.30	\$55,322.58	\$57,508.51	\$59,742.36	\$62,164.50
Monthly		\$4,436.95	\$4,610.22	\$4,792.40	\$4,978.53	\$5,180.37
Bi-weekly		\$2,047.83	\$2,127.79	\$2,211.88	\$2,297.80	\$2,390.94
hourly		\$29.26	\$30.40	\$31.60	\$32.81	\$34.16
10 Annual		\$57,508.51	\$59,742.36	\$62,164.50	\$64,661.87	\$67,197.45
Monthly		\$4,792.40	\$4,978.53	\$5,180.37	\$5,388.49	\$5,599.77
Bi-weekly		\$2,211.88	\$2,297.80	\$2,390.94	\$2,487.00	\$2,584.53
hourly		\$31.60	\$32.81	\$34.16	\$35.54	\$36.93

## APPENDIX "B"

### SALARY STRUCTURE

Effective Date: May 1, 2019

Salary Group	0	1	2	3	4	5
11 Annual		\$63,078.10	\$65,612.17	\$68,185.01	\$70,947.68	\$73,788.86
Monthly		\$5,256.50	\$5,467.69	\$5,682.09	\$5,912.31	\$6,149.07
Bi-weekly		\$2,426.08	\$2,523.57	\$2,622.52	\$2,728.76	\$2,838.03
hourly		\$34.66	\$36.06	\$37.46	\$38.98	\$40.54
12 Annual		\$68,185.01	\$70,947.68	\$73,788.86	\$76,781.82	\$79,928.14
Monthly		\$5,682.09	\$5,912.31	\$6,149.07	\$6,398.47	\$6,660.68
Bi-weekly		\$2,622.52	\$2,728.76	\$2,838.03	\$2,953.16	\$3,074.17
hourly		\$37.46	\$38.98	\$40.54	\$42.19	\$43.91
13 Annual		\$73,788.86	\$76,781.82	\$79,928.14	\$83,149.65	\$86,486.22
Monthly		\$6,149.07	\$6,398.47	\$6,660.68	\$6,929.14	\$7,207.18
Bi-weekly		\$2,838.03	\$2,953.16	\$3,074.17	\$3,198.07	\$3,326.41
hourly		\$40.54	\$42.19	\$43.91	\$45.69	\$47.52

## LETTER OF UNDERSTANDING

### RE: ESTIMATOR TRAINEES

#### 1. Internal Selections

Estimator Trainees selected from within the bargaining unit will be entitled to all the provisions of the Collective Agreement during the twenty-four (24) month training period. Salary progression during this period will be as follows:

- i) Unless otherwise provided for in the Collective Agreement, no employee entering the programme will receive a salary in excess of Step 5 of Salary Group 9. Selected incumbents whose salary is in excess of Step 5 of Salary Group 8 will receive no increments (as described below) for the duration of the twenty-four (24) month training programme. The employee's length of service date will be adjusted to reflect the date of entry into the training programme.
- ii) Internally selected incumbents not covered by paragraph i) preceding will have their salary increased by a pro-rata portion of their next length of service increase, or will be paid a minimum of Step 1 of Salary Group 5 (as defined in Appendix "B" of the Collective Agreement), whichever is greater. The employee's length of service date will be adjusted to reflect the date of entry into the training programme.
- iii) Upon successful completion of six (6) months of the training programme, incumbents will advance to Step 1 of Salary Group 6 (as defined in Appendix "B" of the Collective Agreement), or remain at their current salary, whichever is greater.
- iv) Upon successful completion of twelve (12) months of the training programme, incumbents will advance to Step 1 of Salary Group 7 (as defined in Appendix "B" of the Collective Agreement), or remain at their current salary, whichever is greater.
- v) Upon successful completion of eighteen (18) months of the training programme, incumbents will advance to Step 1 of Salary Group 8 (as defined in Appendix "B" of the Collective Agreement), or remain at their current salary, whichever is greater.
- vi) Upon successful completion of the twenty-four (24) month training programme, incumbents will be classified as Estimators and will advance to Step 1 of Salary Group 9 (as defined in Appendix "B" of the Collective Agreement), or will be paid at



their current salary plus one (1) step, whichever is greater. Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06 of the Collective Agreement.

## **2. Outside Hires**

Estimator Trainees hired from outside the bargaining unit will be entitled to all of the provisions of the Collective Agreement, except as amended by the following provisions:

The Corporation may advance the point at which trainees enter the programme in recognition of directly relevant job experience.

The probation period for new hires who receive credit toward an advanced entry point into the training programme will be reduced by an amount equivalent to the advanced entry credit, subject to a minimum probation period of four (4) months.

### **(a) Definition and Benefit Limitations**

New hires shall be considered probationary for a period of twenty-four (24) months, and during such probationary period the following benefit limitations shall apply:

- i) shall not attain seniority until completion of the probationary period.
- ii) may be terminated during their probationary period with:
  - 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.
  - 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.
- iii) shall not be entitled to benefits under Technological and Procedural Change.
- iv) shall not be eligible to apply for other positions within the bargaining unit unless otherwise mutually agreed by the parties.
- v) shall be eligible for all welfare benefits as set out in the Collective Agreement, upon completion of three (3) months or sixty (60) paid days, whichever shall last occur.

### **(b) Salary Progression of Outside Hires**

Outside hires will start at Step 1 of Salary Group 5 (in Appendix "B" of the Collective Agreement), and will progress to Step 1 of Salary Group 6 after successful completion of the initial six (6) months of the training programme; to Step 1 of Salary Group 7 after successful completion of twelve (12) months of the training programme; to Step 1 of Salary Group 8 after successful completion of eighteen (18) months of the training

programme; to Step 1 of Salary Group 9 after successful completion of the training programme. Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06.

**3. Orientation and Training**

The Corporation will provide the Estimator Trainee with a formal orientation and training programme which will involve classroom instruction, and on-the-job instruction and orientation of at least six (6) months in duration.

**4. Recruitment and Placement**

The Corporation will post Estimator vacancies as Estimator jobs. In cases where the Corporation will accept trainee applicants, such will be stated on the posting notice. In these instances, the Corporation will accept applicants on the basis of trainees prior to considering outside applicants.

The Corporation will give preference in selection and in choice of location to fully qualified applicants prior to recruiting a trainee to a given location.

During the period of training, trainees will be assigned to locations which have the facilities necessary to support the training programme.

A trainee who is assigned to a location becomes the employee of record for potential permanent assignment to that headquarters upon completion of the training programme.

Estimator vacancies will be first posted as Estimator positions prior to assigning the trainee to a location that is different from her/his original assigned headquarters.

Unless otherwise agreed by the parties, Estimator Trainees will not be eligible to apply for lateral transfers, or for other posted positions, during the period they are classified as trainees.

Upon successful completion of the aforementioned training programme, Estimator Trainees will be classified to the position of Estimator.

All salary rates and salary progression processes described herein are based on the currently established job classifications and salary structure and may be subject to revision by the parties in the event of changes to either of these factors.

**For the Union**

D.B. McPherson

Date: July 13, 1994

**For the Corporation**

D.E. Thomas

Date: July 13, 1994

## LETTER OF UNDERSTANDING

### RE: CLAIMS ADJUSTER TRAINEES

The provisions set out in this Letter of Understanding are intended to support the Corporation's hiring practices relating to the development of Claims Adjusters. This letter shall take effect July 1, 1994.

#### 1. Internal Selections

- (a) Claims Adjuster Trainees selected from within the bargaining unit will be entitled to all the provisions of the Collective Agreement during the twenty-four (24) month training period. Salary progression during this period will be as follows:
- i) Unless otherwise provided for in the Collective Agreement, no employee entering the programme will receive a salary in excess of Step 5 of Salary Group 9. Selected incumbents whose salary is in excess of the stated maximum at any stage of the programme will not be entitled to the salary increment at that stage.
  - ii) Internally selected incumbents (not covered by paragraph i) preceding) will have their salary increased by a pro-rata portion of their next length of service increment plus one (1) step. Unless otherwise provided for, no employee at this stage of the programme will receive a salary which is less than Step 1 of Salary Group 7 or greater than Step 5 of Salary Group 7 (as defined in Appendix "B" of the Collective Agreement). All incumbents entering the programme will have their length of service date adjusted to reflect the date of entry into the training programme.
  - iii) Upon successful completion of six (6) months of the training programme, incumbents selected in accordance with paragraph ii) preceding will advance to Step 2 of Salary Group 7, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 7).
  - iv) Upon successful completion of twelve (12) months of the training programme, incumbents will advance to Step 1 of Salary Group 8, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 8).
  - v) Upon successful completion of eighteen (18) months of the training programme, incumbents will advance to Step 2 of Salary Group 8, or will be paid their current salary plus one (1) step,

whichever is greater (subject to a maximum of Step 5 of Salary Group 8).

vi) Upon successful completion of the twenty-four (24) month training programme, incumbents will be classified as Claims Adjusters and will advance to Step 1 of Salary Group 9, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 9). Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06 of the Collective Agreement.

(b) The Corporation may advance the start point of an internal hire into the training programme in recognition of relevant training and experience. In such instances, the Corporation may hire up to Step 2 of Salary Group 8. Actual positioning in the training programme will reflect on commensurate level of knowledge and skill. Salary progression thereafter will be in accordance with that set out in Section 1(a) preceding (depending upon the stage of the training programme which the internal hire is brought into).

## 2. **Outside Hires**

Claims Adjuster Trainees hired from outside the bargaining unit will be entitled to all the provisions of the Collective Agreement, except as amended by the following:

### (a) **Definition and Benefit Limitations**

New hires shall be considered probationary as described below for the duration of the twenty-four (24) month training programme, and during such probationary period the following benefit limitations shall apply:

- i) shall not attain seniority until completion of six (6) months employment.
- ii) for any reason other than just cause (such as performance, conduct, etc.), may be terminated during their probationary period with:
  - 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.
  - 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.
- iii) shall not be entitled to benefits under Technological and Procedural Change.
- iv) shall not be eligible to apply for other positions within the bargaining unit unless otherwise mutually agreed by the parties.

- v) shall be eligible for all welfare benefits as set out in the Collective Agreement, upon completion of three (3) months or sixty (60) paid days, whichever shall last occur.

Outside hires who successfully complete twelve (12) months of the training programme, but who do not subsequently achieve a performance level which would allow progression to the Claims Adjuster job, will be considered for placement in a lower classification within the job hierarchy (e.g. Telecentre Adjuster) subject to the availability of such position. Such placement will be deemed a demotion for purposes of salary administration and related entitlements.

(b) **Salary Progression of Outside Hire**

Outside hires will normally start at Step 1 of Salary Group 7, and will progress in accordance with the schedule described for internal selections (as per Section 1(a) preceding).

The Corporation may advance the start point of an outside hire into the training programme in recognition of relevant training and experience. In such instances, the Corporation may hire up to Step 2 of Salary Group 8. Actual positioning in the training programme will reflect on commensurate level of knowledge and skill. Salary progression thereafter will be in accordance with that set out in Section 1(a) preceding (depending upon the stage of the training programme which the outside hire is brought into).

In situations where an outside hire is brought into the training programme at an advanced starting point, the employee's job performance probation, as set out in item no. 2(a) ii) preceding, will be reduced by a commensurate amount, subject to the minimum four (4) month probation.

3. **Orientation and Training**

The Corporation will provide the Claims Adjuster Trainee with a formal orientation and training programme which will involve periodic classroom instruction, and on-the-job instruction and orientation throughout the applicable training period.

4. **Recruitment and Placement**

The Corporation will post Claims Adjuster vacancies as Claims Adjuster jobs. In cases where the Corporation will accept trainee applicants, such will be stated on the posting notice. In these instances, the Corporation will accept applicants on the basis of trainees prior to considering outside applicants.

The Corporation will give preference in selection and in choice of location to fully qualified applicants prior to recruiting a trainee to a given location.

During the period of training, trainees will be assigned to locations which have the facilities necessary to support the training programme.

A trainee who is assigned to a location becomes the employee of record for potential permanent assignment to that headquarters upon completion of the training programme.

Claims Adjuster vacancies will be first posted as Claims Adjuster positions prior to assigning the Trainee to a location that is different from her/his original assigned headquarters.

Unless otherwise agreed by the parties, Claims Adjuster Trainees will not be eligible to apply for lateral transfers, or for other posted positions, during the period they are classified as trainees.

Upon successful completion of the aforementioned training programme, Claims Adjuster Trainees will be classified to the position of Claims Adjuster.

All salary rates and salary progression processes described herein are based on the currently established job classifications and salary structure and may be subject to revision by the parties in the event of changes to either of these factors.

**For the Union**

D.B. McPherson

Date: September 5, 1996

Revised: June 17, 1999

**For the Corporation**

D.E. Thomas

Date: September 5, 1996

## APPENDIX "E"

LETTER NO. 1

### 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, Sunday to Saturday.

Work Day: Eight hours and fifty minutes (8 5/6 hours), to be scheduled within hours of operation.

Work Week: Four 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:

- (a) 12 days in each calendar year in which the employee's first to seventh anniversary date occurs.
- (b) 16 days in each calendar year in which the employee's eighth to sixteenth anniversary date occurs.
- (c) 20 days in each calendar year in which the employee's seventeenth to twenty-fourth anniversary date occurs.
- (d) 24 days in each calendar year in which the employee's twenty-fifth to twenty-ninth anniversary date occurs.
- (e) 28 days in each calendar year in which the employee's thirtieth 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 unpaid sixty-minute lunch period or two thirty-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.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: February 16, 2015

**For the Corporation**

D.E. Thomas

Date: June 23, 1998



## LETTER OF UNDERSTANDING

### RE: ORGANIZATION TITLE CHANGES

In keeping with nomenclature presently in use at the Corporation, the following definitions will apply for the application of Article 8 and Article 9:

Department is defined as the organizational unit reporting to the first level of line management with the following exceptions:

- i) Driver Services Centres, Claim Centres and Claims Branch Offices will be deemed departments.
- ii) Organizational units in a single headquarters performing the same work, which for the purposes of span of control have broken into several units, will be deemed a single department.

Divisions are:

Operations  
Finance and Administration  
Human Resources (including Executive Offices) and Corporate Law  
Public Affairs and Corporate Marketing  
Government and Corporate Relations

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: July 20, 1999

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## LETTER OF UNDERSTANDING

### RE: FOUR-DAY WEEK CENTRALIZED ESTIMATING FACILITY

#### Terms and Conditions of CEF Four-Day Work Week

Full-time regular employees at CEF scheduled to work the four-day work week will be governed by the following conditions:

#### Hours of Work

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

Work Day: Nine hours and forty-five minutes (9.75 hours) to be scheduled within hours of operation.

Work Week: Four consecutive days per week, followed by four consecutive days off, Sunday to Saturday.

#### Lunch Periods

Employees working the four-day work week may select either one sixty-minute unpaid lunch period, or two thirty-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

Employees shall be scheduled to work an average of 182.5 days (totalling 1781 hours) in each calendar year, less vacation and paid holiday entitlement.

If at the end of the calendar year an employee working the four-day week has not worked or has exceeded the prescribed hours (1781 hours), the excess or deficit will be carried over and integrated into the schedule for the following calendar year.

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 four (4) hours, and the prescribed number of annual working hours noted above. If notice of less than twenty-four (24) hours is received, the employee affected will be paid at overtime rates.

#### Scheduled Time Off Provisions

Employees working the four-day work week will not earn TO days in accordance with Article 12.07. Any accrued TO days will be paid out upon appointment to the four-day week shift.

**Vacation Entitlement**

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

- (a) 11 days in each calendar year in which the employee's first to seventh anniversary date occurs.
- (b) 15 days in each calendar year in which the employee's eighth to sixteenth anniversary date occurs.
- (c) 19 days in each calendar year in which the employee's seventeenth to twenty-fourth anniversary date occurs.
- (d) 22 days in each calendar year in which the employee's twenty-fifth to twenty-ninth anniversary date occurs.
- (e) 26 days in each calendar year in which the employee's thirtieth anniversary date occurs, and in each calendar year thereafter.

**Paid Holidays**

CEF operations will continue on all Paid Holidays except Christmas and New Year's Day.

Employees who would otherwise be regularly scheduled to work Christmas and/or New Year's Day will receive the day off with pay as per Article 16.03. Employees not scheduled to work Christmas and/or New Year's Day will receive a day in lieu, to be scheduled subject to operational requirements.

Employees scheduled to work any other paid holidays will receive 1 1/2 times their normal rate of pay for hours worked on the holiday. Sick leave, where applicable, will be at straight time rates.

**Weekend Premium**

Article 12.11(b) will not apply to employees participating in the four-day work week.

**Operational Requirements**

Should operational requirements change such that the four-day week is no longer viable from a business perspective, upon providing reasonable written notice to the Union, the Corporation may discontinue the four-day week shift and all full-time employees will change over to the normal hours of work as set out in Article 12.01(c).

**For the Union**

D.B. McPherson

Date: June 23, 1998

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## LETTER OF UNDERSTANDING

### RE: 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 seventy-five dollar (\$75) 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.

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 her or his normal business hours must obtain prior approval from her or his manager.

**For the Union**

D.B. McPherson

Date: June 23, 1998

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## LETTER OF UNDERSTANDING

### RE: CO-OPERATIVE EDUCATION STUDENTS INFORMATION SERVICES DEPARTMENT

The parties agree to the hiring of students who are participating in a co-operative education program. Such students will be subject to the conditions set out below. Students hired under the terms of this letter will be enrolled in studies relating to the computer sciences, and will be engaged in work activities in the Information Services Department which lead to entry level positions within the Information Services Department.

1. All students will become and remain members of the Union for the term of their employment with the Corporation.
2. Hirings will be limited to no more than eighteen (18) students at any one time, and no more than fifty (50) students in any calendar year.
3. Student projects will normally be for a 3-4 month period and on occasion may elect consecutive work terms, and students will normally be located in Head Office.
4. Students will receive salary treatment in accordance with the following schedule. Students will be paid on an hourly basis, and will receive 10.8% of gross earnings with each pay period in lieu of statutory holiday and annual vacation leave. Students will not be covered by any of the welfare benefits set out in the Collective Agreement and will not receive compensation in lieu thereof.

#### First Work Term

80% of step one of the current salary group for the applicable entry level job.

#### Second Work Term

85% of step one of the current salary group for the applicable entry level job.

#### Third Work Term

90% of step one of the current salary group for the applicable entry level job.

**Fourth Work Term**

95% of step one of the current salary group for the applicable entry level job.

**For the Union**

R. Tuckwood

Date: April 13, 1995

Revised: July 20, 1999

**For the Corporation**

D.E. Thomas

Date: April 13, 1995

## LETTER OF UNDERSTANDING

### RE: JOINT RETURN TO WORK PROGRAM

The parties believe in a planned and structured approach to returning employees to work following an injury or illness. The parties also believe through a cooperative and innovative approach to return to work, employees will be returned to full, active work duties as quickly as is reasonably possible. With this in mind, the Corporation and Union agree to establish a Joint Return to Work Committee to begin a process which will enhance the current program, establish program goals, objectives and guiding principles which will form the foundation of an effective program. Additionally, the joint program will, as a part of its mandate, regularly review caseload volumes, survey results conducted, appropriate statistical data collected, and any feedback received by the Joint Committee in this regard.

The parties agree that in returning employees to active service as quickly as possible, the employee(s) will not be compromised when addressing their health, safety, or dignity, the health and safety of other employee(s), or the ongoing operation of any department.

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 RTW Coordinator will be appointed on the basis of requisite skills, education, and experience required to perform the job successfully. Such qualifications will be developed jointly by the parties. A classification profile will be prepared and evaluated by Compensation Services to reflect the duties performed.

A representative of the Union will be included in all training and orientation sessions held for RTW Coordinators.

The program developed will be formally monitored and reviewed once each year. The Joint Committee will evaluate the program direction and make joint recommendations to the Vice-President, Human Resources and the President of the Union, respecting the continuation of the program beyond the duration of the term of this Collective Agreement.

The Corporation will bear the costs associated with the foregoing program.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: October 5, 1999

**For the Corporation**

D.E. Thomas

Date: June 23, 1998



**LETTER OF UNDERSTANDING**

**RE: 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 Letter of Understanding will be responsible for reimbursement of dues to the Union.

**For the Union**

R. Tuckwood

Date: April 13, 1995

**For the Corporation**

D.E. Thomas

Date: April 13, 1995

## LETTER OF UNDERSTANDING

### RE: GAINSHARING

#### Philosophy

The parties recognize that ICBC operates in a competitive market environment and that customers have choices.

In order for ICBC to achieve the targets set by the Corporation, the Corporation relies on a dedicated workforce striving for operational excellence.

To that end ICBC commits to annual lump sum gainsharing incentives for all eligible bargaining unit employees. Gainsharing payments will be based on the Corporation achieving both the annual financial trigger and the strategic Corporate targets as set by the Corporation for each Plan Year. For clarity, no gainsharing payment shall be made under this Letter of Understanding in any Plan Year commencing plan year 2015 in which ICBC does not achieve the financial trigger irrespective of whether corporate targets have been met for such Plan Year. The Corporation, in its sole discretion, establishes the annual financial trigger and the corporate targets.

The amount of payment varies in direct proportion to success in meeting the Corporate targets. Depending on the corporate performance, the gainsharing pool will range from 0% up to 3% of straight-time bargaining unit payroll as indicated in the below table:

Weight of Objectives		Gainsharing Pool by Performance Level		
		Below Threshold or Financial Trigger not Achieved	Threshold <u>and</u> Financial Trigger Achieved	Target <u>and</u> Financial Trigger Achieved
Corporate	100%	0.00%	1.50%	3.00%

#### Application

Provided the financial trigger is achieved and the measurable gainsharing Corporate targets are met in a given Plan Year set out in this Letter of Understanding, payouts may be realized for eligible bargaining unit employees, based on the “gainsharing rewards” payout opportunity indicated, as a percentage of straight-time bargaining unit payroll. Plan Year for the purposes of this Letter of Understanding is defined as the fiscal year in which performance is measured for the purpose of Gainsharing.

The financial trigger is determined by the outcome of net income for a Plan Year and will be reviewed on an annual basis to ensure its relativity to ICBC's financial forecast in a given Plan Year. For Plan Year 2015, the financial trigger is set as follows:

- If the actual net income is below 50% of target, no gainsharing will be paid out to all bargaining unit employees;
- If the actual net income is between 50% and 100% of target, gainsharing payments will be discounted based on relative net income actual result against target as outlined in the table below;
- If the actual net income target is achieved, gainsharing will be paid based on actual year-end results with no further discount.

<u>Net Income Level</u>		
<u>≤ 50% of Target</u>	<u>&gt;50% - &lt; 100% of Target</u>	<u>≥ 100% of Target</u>
<u>No gainsharing payout</u>	<u>Discount gainsharing payout*</u>	<u>Gainsharing to be paid based on actual corporate results</u>

\*Gainsharing pool will be discounted by two times of the difference between actual and target net income in a given Plan Year.

In respect of the Gainsharing payout for fiscal year 2015 and for all fiscal years thereafter, the Performance Maximum payout opportunity of 4% will be eliminated. For clarity, this means that the maximum Gainsharing payout for any fiscal year commencing fiscal year 2015 shall be 3%. In recognition of the loss of the additional 1% payout opportunity, the parties agree to roll-in one-half of 1% into base pay by way of 2 general salary increases per the following schedule:

- On July 1, 2016, a 0.2% salary increase will be applied to the then current salary grid; and
- On July 1, 2017, a 0.3% salary increase will be applied to the then current salary grid.

Employees eligible for gainsharing payouts will be employees who provided “active service” during a measurement period, and, retirees excepted, be in the service of the Corporation as of December 31 for the Plan Year.

“Active service” for the purposes of this Letter of Understanding includes any approved leave of absence with pay and includes absences under Articles 19.05 and 19.06.

With respect to employees who were on a leave of absence without pay for part of a period of measurement, the payout will be pro-rated for the time period actually worked.

Gainsharing payouts will be pro-rated for employees who have provided less than full time regular employment during the period being measured.

## 2014 Corporate Gainsharing Targets

Measure	Threshold	Target	Performance Max	Objective Weighting	Payout % by Performance Level			
					Below Threshold	Threshold	Target	Performance Maximum
Optional Capital net of Transformation Program Reserve	Achieve plan minus 10 percentage points	Achieve plan	Achieve plan plus 10 percentage points	20%	0%	0.3000%	0.6000%	0.8000%
Combined Ratio	114.1%	110.1%	106.10%	20%	0%	0.3000%	0.6000%	0.8000%
Net Income	\$126M	\$252M	\$441M	20%	0%	0.3000%	0.6000%	0.8000%
Focus on Bodily Injury Costs	1. \$2.21 billion 2. Pending files (target plus 3.0%) and Severity (target plus 7.1%)	1. Achieve the planned bodily injury claims cost incurred target (\$2.07 billion) for year-end 2014 (75% weighting). 2. Achieve the planned bodily injury claims pending file target for year-end 2014 at the planned severity target. (25% weighting).	1. \$1.92 billion 2. Pending files (target minus 3.0%) and Severity (target minus 7.1%)	20%	0%	0.3000%	0.6000%	0.8000%
Achieve 2014 Corporate Plan Projects On Budget and On Time	1. Complete Claims roll-out as planned. 2. 3. 4. Achieve at least 90% of key milestones for ISAS, INFO-R1, and portal while remaining on	1. Complete roll out and operationalization of the new claims system and processes by end of Q4. (25% weighting) 2. Execute on the ISAS configuration and development by	1. 2. 3. 4. Target plus all three 5% under budget.	20%	0%	0.3000%	0.6000%	0.8000%

	<u>budget.</u>	<u>end of Q4.</u> <u>(25% weighting)</u>					
		<u>3. Implement the</u> <u>icbc.com and</u> <u>broker portal</u> <u>foundation by end</u> <u>of Q2.</u> <u>(25% weighting)</u>					
		<u>4. Deliver INFO</u> <u>R1 in-scope</u> <u>reporting</u> <u>solutions</u> <u>(excluding</u> <u>migrated claims</u> <u>data) by end of</u> <u>Q3.</u> <u>(25% weighting)</u>					
<i>Total Payout</i>					<i>0.0%</i>	<i>1.50%</i>	<i>3.00%</i>
<i>Opportunity</i>							<i>4.00%</i>

The financial trigger and the corporate measures for all future Plan Years are still to be determined and will be communicated annually as the Corporation sets the annual targets.

Gainsharing payments earned by eligible employees will be paid by April 30 in the following year.

The Parties agree that any issues arising as a result of the application of this Letter of Understanding will be put before an agreed upon third party who will have jurisdiction over the application of those matters.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

## LETTER OF UNDERSTANDING

### RE: REGIONAL DEFINITIONS

For the purpose of Article 7.05 and 8.02, the Province of British Columbia is divided into four 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.

**For the Union**

D. McPherson

Date: June 23, 1998

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## LETTER OF UNDERSTANDING

### RE: ACTING APPOINTMENTS - CLAIMS ADJUSTING HIERARCHY

Acting appointments in the claims adjusting hierarchy will be made in accordance with the provisions of Article 11.14, except that salary adjustments will be as defined by the following schedule:

- |    |                                                                                                                                  |                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 1. | Employees outside of the adjusting hierarchy acting as <u>Claims Contact Adjuster, Claims Handling Adjuster, Claims Adjuster</u> | 1 step increase, or Step 1 of Salary Group 7, whichever is greater (subject to a maximum of Step 5 of Salary Group 7). |
| 2. | <u>Claims Contact Adjuster or Claims Handling Adjuster</u> acting as a Claims Adjuster                                           | 1 step increase, or Step 1 of Salary Group 8, whichever is greater.                                                    |

**For the Union**

K. Smyth

Date: June 23, 1998

Revised: June 17, 1999, February 16, 2015

**For the Corporation**

B. Hale

Date: June 23, 1998

## 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.

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.

#### 1. **Approval to Work from Home**

- a. Subject to the terms of this LOU, an employee may, with the agreement of their manager, work from an employee’s home residence.
- b. No more than 35% of a department will be granted permission to work from home at any one time.
- c. No employee shall work from home more than three (3) days per week pro-rated for part time regular employees (i.e. 3 days on a 5-day work week or 2 days on a 4-day work week).
- d. 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.
- e. Work from home arrangements may be cancelled at any time by either the employee or their manager by giving two (2) weeks’ notice.

#### 2. **Work Schedule**

- a. When working from home an employee’s normal weekly work schedule applies.

#### 3. **Equipment and Expenses**

- a. The Corporation will provide employees with the equipment necessary to work from home and will bear the cost of maintenance of corporate property. Employees will bear the cost of any required internet connection. Employees will be provided a cellular phone for the purposes of making business related calls.



**4. Safety**

- a. The Corporation will ensure that locations where employees work from home meet applicable safety standards.
- b. Where considered appropriate, the Corporation will provide training to employees working from home concerning safe work practices while working from home.
- c. 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.
- d. The Corporation will ensure that at least one Union appointed member of the Joint Safety Committee will participate in a visit to the employee's place of residence to ensure a working environment which meets applicable safety and information privacy standards. Where a site visit is not practicable, 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.
- e. 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.

**5. General Administration**

- a. Employees working from home are responsible for providing a dedicated work space which is appropriate for working from home.
- b. 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. The Corporation will not use working from home as a return to work mechanism.
- c. 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.
- d. 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.

- e. 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.
- f. The Corporation will provide the Union with names of all bargaining unit members who are working from home on a bi-annual basis.

**For the Union**

J. Zygmunt

Date: November 2, 2012

**For the Corporation**

B. Hale

Date: November 2, 2012

## LETTER OF UNDERSTANDING

### RE: MATERIAL DAMAGE JOINT COMMITTEE

The parties agree to convene a Joint Committee during the life of this Agreement for the purpose of bringing forward and engaging in discussion on issues that affect Material Damage personnel.

The Joint Committee will be comprised of five (5) representatives selected by the Corporation and five (5) employees selected by the Union.

The Committee may make recommendations to the Vice-President, Operations, or designate, with a copy to the Union.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: July 21, 2000

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

**LETTER OF UNDERSTANDING**

**RE: PROGRAMMER ANALYST DEVELOPMENT PROGRAM**

**APPLICATION SYSTEMS DEVELOPMENT DEPARTMENT**

The purpose of this Letter of Understanding is to address the implementation of the Corporation's revised practices relating to the hiring and development of Programmers and Programmer Analysts, Application Systems Development.

The Programmer Analyst Development Program is designed to give incumbents in the Application Systems Development (ASD) Department the opportunity for progressive advancement and to further their professional development.

Progression through the defined stages of development over a 3-year term will be based on regularly scheduled performance reviews in conjunction with the assumption of progressively higher levels of duties, responsibilities and job demands. The program is designed to be completed in three (3) stages over a period of thirty-six (36) months.

	<b>Level</b>	<b>Classification</b>	<b>Duration</b>
<b>Stage 1</b>	1	Programmer	6 months
<b>Stage 2</b>	2	PA I	6 months
	3	PA I	6 months
<b>Stage 3</b>	4	PA II	6 months
	5	PA II	6 months
	6	PA II	6 months
			36 months

The parties agree that an incumbent's progress will be subject to performance reviews during each development stage. There will be a minimum of one (1) review for each level of the program.

## 1. Internal Selections

Programmer Analysts selected from within the bargaining unit will be entitled to all of the provisions of the Collective Agreement during the thirty six (36) month development period. Salary progression during this period will be as follows:

- i) Unless otherwise provided for in the Collective Agreement, no employee entering the programme will receive a salary in excess of Step 5 of Salary Group 10. Selected incumbents whose salary is in excess of Step 3 of Salary Group 8 will receive no increments (as described below) for the duration of the thirty six (36) month development programme. The employee's length of service date will be adjusted to reflect the date of entry into the development programme.
- ii) Internally selected incumbents not covered by paragraph i) preceding will have their salary increased by a pro-rata portion of their next length of service increment plus one (1) step, or will be paid a minimum of Step 1 of Salary Group 6 (as defined in Appendix "B" of the Collective Agreement), whichever is greater. The employee's length of service date will be adjusted to reflect the date of entry into the development programme.
- iii) Upon successful completion of six (6) months of the development programme, incumbents will advance to Step 1 of Salary Group 7, or will be paid their current salary plus one (1) step (as defined by Appendix "B" of the Collective Agreement), whichever is greater, (subject to a maximum of Step 5 of Salary Group 7).
- iv) Upon successful completion of twelve (12) months of the development programme, incumbents will advance to Step 2 of Salary Group 7, or will be paid their current salary plus one (1) step (as defined by Appendix "B" of the Collective Agreement), whichever is greater, (subject to a maximum of Step 5 of Salary Group 7).
- v) Upon successful completion of eighteen (18) months of the development programme, incumbents will advance to Step 1 of Salary Group 8, or will be paid their current salary plus one (1) step (as defined by Appendix "B" of the Collective Agreement), whichever is greater, (subject to a maximum of Step 5 of Salary Group 8).
- vi) Upon successful completion of twenty four (24) months of the development programme, incumbents will advance to Step 2 of Salary Group 8, or will be paid their current salary plus one (1) step (as defined by Appendix "B" of the Collective Agreement), whichever is greater, (subject to a maximum of Step 5 of Salary Group 8).
- vii) Upon successful completion of thirty (30) months of the development programme, incumbents will advance to Step 3 of Salary Group 8, or will be paid their current salary plus one (1) step (as defined by Appendix "B" of the Collective Agreement),

whichever is greater, (subject to a maximum of Step 5 of Salary Group 8).

- viii) Upon successful completion of thirty-six (36) months of the development programme, incumbents will be classified as Programmer Analyst III and will advance to Step 1 of Salary Group 10, or will be paid their current salary plus one (1) step, whichever is greater (subject to a maximum of Step 5 of Salary Group 10). Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06 of the Collective Agreement.

## 2. **Outside Hires**

Programmer Analysts hired from outside the bargaining unit will be entitled to all of the provisions of the Collective Agreement, except as amended by the following:

### (a) **Definition and Benefit Limitations**

New hires shall be considered probationary as described below for the first six (6) months of the development programme, and during such probationary period the following benefit limitations shall apply:

- i) shall not attain seniority until completion of six (6) months employment.
- ii) for reasons other than just cause (e.g. performance, conduct, etc.), may be terminated during their probationary period with:
  - 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.
  - 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.
- iii) shall not be entitled to benefits under Technological and Procedural Change.
- iv) shall not be eligible to apply for other positions within the bargaining unit unless otherwise mutually agreed by the parties.
- v) shall be eligible for all welfare benefits as set out in the Collective Agreement, upon completion of three (3) months or sixty (60) paid days, whichever shall last occur.

### (b) **Salary Progression of Outside Hires**

Outside hires will normally start at Step 1 of Salary Group 6, and will progress in accordance with the schedule described for internal selections (as per Section 1 preceding).

The Corporation may advance the start point of an outside hire in recognition of relevant training and experience. In such instances, the

Corporation may hire up to the mid-point of Salary Group 10. Actual positioning in the development programme will reflect on commensurate level of knowledge and skill. Salary progression thereafter will be in accordance with that set out in Section 1 preceding or Article 11.06, whichever is applicable.

In situations where an outside hire is brought into the development programme at an advanced starting point, the employee's job performance probation, as set out in item no. 2(a) preceding, will be reduced by a commensurate amount, subject to the minimum four (4) month probation.

### **3. Performance Deficiencies**

Any case of an incumbent who has successfully completed a stage of the program, but who subsequently does not achieve a performance level which would allow progression to the next stage, will be considered for placement into a classification equivalent to their last successfully completed stage (e.g. if stage 1 successfully completed then placement is as a Programmer; if Stage 2 successfully completed then placement is as a PA 1).

Upon appointment to the last successfully completed stage, an employee will attain the salary he/she would have earned had he/she not transferred to the higher level job.

In such instances, the incumbent concerned may apply for re-admission to the program after twelve months, subject to availability of such a position.

Reinstatement to the program will be at the level last successfully completed. Salary progression will be in accordance with that set out in Section 1.

### **4. Recruitment and Placement**

The Corporation will post Programmer, Programmer Analyst I, Programmer Analyst II, and Programmer Analyst III vacancies as Programmer Analyst Development Program, ASD vacancies. The Corporation may advance the start point of an applicant in recognition of relevant training and experience.

Unless otherwise agreed by the parties, Programmer Analyst Development Program incumbents will not be eligible to apply for lateral transfers, or for other posted positions, during the period they are classified as being in the program.

Upon successful completion of the aforementioned development programme, incumbents will be classified to the position of Programmer Analyst III.

All salary rates and salary progression described herein are based on the currently established job classification and salary structure, and may be subject to revision in the event of changes to either of these factors.

## Telecommunications Positions

Pursuant to the Agreement reached between the parties on July 21, 1999, it is understood that the following classifications are to be included as forming part of Letter of Understanding No. 15:

- Telecommunications Analyst I, II, III
- Telecommunications Voice and Work Stations Analyst I, II, III
- Telecommunications Systems Management Analyst I, II, III

### For the Union

D.B. McPherson

Date: July 21, 1999

### For the Corporation

D.E. Cox

Date: July 21, 1999



## LETTER OF UNDERSTANDING

### RE: MATERIAL DAMAGE DEVELOPMENT PROGRAM

The intent of this program is to provide a proficiency based, self-paced career path for Estimators.

Upon completion of the program, employees will be reclassified from Estimator I to Estimator II.

Individual vacancies that arise during the life of the Agreement will be posted as Estimator vacancies in accordance with Article 7 and/or Letter of Understanding No. D-2 - Estimator Trainees.

As this hierarchy is proficiency based, there will be no acting assignments between the Estimator I and II.

Estimator I's who have progressed to Step 5, Salary Group 9, and have been performing satisfactorily at that level for one year, will be granted advanced standing in the program. For such employees, placement level in the program will be determined by the Material Damage Joint Committee. Failing agreement at the Joint Committee, the matter will be referred to ADR for binding resolution.

Nothing in this document is intended to be prejudicial to the parties' rights under the Collective Agreement.

**For the Union**

D. Park

Date: October 5, 1999

Revised: March 29, 2006

**For the Corporation**

D.E. Cox

Date: October 5, 1999

## LETTER OF UNDERSTANDING

### RE: WELFARE BENEFITS FOR CORPORATION RETIREES

The Corporation agrees to provide limited welfare benefits for retirees of the Corporation as set out below:

1. **Eligibility**

To be eligible for limited welfare benefits as set out below, an employee must:

- (a) have reached retirement age and have retired, immediately following at least five (5) years of continuous service with the Corporation.
- (b) not be in receipt of similar benefits through any other means; and
- (c) be (on a continuing basis) a resident of British Columbia.

"Retirement age" for the purposes of this letter is defined as age fifty-five (55) or greater.

Employees transferring from Government who are eligible for public service superannuation retirement benefits are not eligible for post-retirement benefits under this letter.

2. **Limited Welfare Benefits**

Employees who meet the eligibility criteria set out above will be entitled to the following benefits:

- (a) Basic Medical (MSP).
- (b) Extended Health Benefits as follows:
  - prescription drugs
  - upgrade private/semi-private room
  - 80% coverage with \$25.00 deductible with a lifetime maximum of \$25,000

3. The foregoing will apply to eligible employees who retire following October 1, 1991.

**For the Union**

D.B. McPherson

Date: June 23, 1998

Revised: July 21, 2000

**For the Corporation**

D.E. Thomas

Date: June 23, 1998

## 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.

1. **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 (not including the Operations Manager), and three (3) employees from within the relevant job function group who are elected or appointed through the Union;

- (a) Legal services (Legal Secretary; Paralegal);
- (b) Adjusting services (Claims Adjuster; Claims Adjuster Commercial);
- (c) Claims Contact Centre (Customer Service Adjuster);
- (d) Injury services (Injury Adjuster; Senior Injury Adjuster, Claims Examiner; Senior Claims Examiner);
- (e) Administrative (Claims Document Support Assistant; Claims Support Assistant; Rehab Support Assistant);
- (f) Material Damage (Total Loss Handler; Estimator); and
- (g) Recovery Services (Rehab Benefits Administrator; Recovery Coordinator; Senior Recovery 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 ICBC will cover up to 0.25FTE of the cost; any additional hours incurred by this Committee member would be paid to ICBC as Union-paid leave.

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.

2. **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.

3. **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.
- (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, 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 her/his 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, or her/his designate, will render her/his 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.

4. Workload Committees shall be provided with pertinent employee productivity information and/or any applicable volume standards. 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.
5. Employees will be advised of any applicable work volume standards for their respective job classification at the time the standards are established.
6. No reprisal will be taken against an employee as a result of initiating a workload complaint through the Workload Committee.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

## LETTER OF UNDERSTANDING

### EXTENDED HOURS OF WORK LOCATIONS

The Parties agree that this Letter of Understanding will supercede Letter of Understanding 19 and apply when the Corporation proposes changes to the normal work hours, for work areas set out below, from the specific work hours set out in the Collective Agreement to hours, Monday to Friday, which could have normal start times from 6:00am and which could have normal finish times up to 8:00 pm.

Claim Centres, Claims Branch Offices, Central Estimating Facilities, Salvage Operations, Driver Licensing Offices (Articles 12.01(a), 12.01(b), 12.01(c), 12.04(b) and 12.04(g)).

#### Extended Hours of Work

- The Corporation will pay a 12% premium for all hours worked after 4:00 pm, to all regular employees at extended hours locations working any full shift that starts prior to 12:01 pm and extends beyond 6:00 pm.
- Security provisions to be in place for those employees who work the extended hours.
- A manager or supervisor will be scheduled on site at all times during hours of operation.
- Maintain mutual exchange of working hours in accordance with Article 13.03.
- Extended Hours can be implemented at any of the locations indicated above.
- All other provisions of the Collective Agreement will apply.

The process to apply with respect to any proposed changes by the Corporation to the hours of work in the work areas identified above will be as follows:

Don Munroe, or any available Umpire as listed below agreeable to the Parties, shall meet with the Corporation and the Union on an expedited basis and will render a non-binding decision on the matter referred to her/him within sixty (60) calendar days from the date that the Corporation provided the union with written notice of the proposed changes.

## **HOURS OF WORK UMPIRES**

- Lisa Hansen
- Bob Blasina
- Jim Dorsey
- Peter Cameron
- Ron Keras
- Joan Gordon

Costs of the Umpire will be borne by the Corporation.

This agreement will take effect May 1, 2006.



**LETTER OF UNDERSTANDING**

**RE: COMPLIANCE OPERATIONS AND MOTOR  
CARRIER JOB POSTING RIGHTS**

The Corporation and Union agree that employees who elect to transfer to the public service along with the Compliance Operations and Motor Carrier Department business transfer will continue to have in service status for all job posting vacancies at ICBC for the period of one (1) year from the date of transfer. Such employees will also have their seniority recognized in a manner as if they had not transferred from the bargaining unit when they apply for a bargaining unit position, provided they provide written confirmation of continuous employment from the new employer at the time of application. It is understood that such individuals will not be covered by the Collective Agreement except for the provisions of Article 7.01 (e), 7.03 and 7.04.

**For the Union**

W. J. Farrall

Date: June 12, 2003

**For the Corporation**

D.E. Cox

Date: June 12, 2003

**LETTER OF UNDERSTANDING**

**RE: USE OF PLAIN LANGUAGE**

The parties agree to promote the use of plain language in all of their correspondence and dealings. To this end the parties will undertake to review the Collective Agreement and replace bafflegab with clearly understandable language in the Agreement.

**For the Union**

R. Tuckwood

Date: April 13, 1995

**For the Corporation**

D.E. Thomas

Date: April 13, 1995

## LETTER OF UNDERSTANDING

### RE: PAYOUT OF HISTORICAL TO DAY BANKS (PRIOR TO JANUARY 1ST, 2009)

The Parties recognize the benefits of time off and encourage employees to take their time off entitlements. There is also recognition that not every employee values time off in the same way and would value options for how they could use this earned banked time.

The Parties therefore agree to the following:

Employees may elect to pay out any TO days earned and banked prior to January 1<sup>st</sup>, 2009 by notifying Payroll of their election using the online request form HR63. Employees may elect to pay out their banks in whole or in part, by choosing to:

- a) Transfer the monies to an RRSP as RRSP contributions; or
- b) Have a direct payment to the employee as earnings.

**For the Union**

J. Zygmunt

Date: November 2, 2012

**For the Corporation**

B. Hale

Date: November 2, 2012

## LETTER OF UNDERSTANDING

### RE: CLAIMS WORKFORCE TRANSITION

**WHEREAS:**

- A. ICBC is engaged in a Transformation Program which will result in changes to existing jobs within the Claims division, and a decrease in the size of ICBC's workforce over time.
- B. The parties are committed to minimizing the disruption to employees as a result of these changes to the extent possible.
- C. Where reasonably possible, the parties are committed to achieving workforce reductions through attrition.
- D. During the Transition Period Process described in paragraphs 10 to 40 of this Letter of Understanding, (the "Transition Period Process") the parties are committed to the retention of existing regular employees to the extent possible.

The parties have therefore agreed to the following process to govern all workforce adjustments in the Claims division between the Implementation Date and the expiry of this Collective Agreement.

**CLAIMS HIERARCHY AND SALARY GROUPS:**

- 1. Effective no later than February 1, 2013 [the "Implementation Date"], Appendix "A" of the Collective Agreement shall be amended to include the following positions:

<b>Job Code</b>	<b>Job Title</b>	<b>Salary Group</b>
TBD	Claims Examiner	12
TBD	Senior Injury Adjuster	11
TBD	Injury Adjuster	10
TBD	Claims Adjuster - Commercial	10
TBD	Recovery Coordinator	9

2. Effective no later than the Implementation Date, the following positions will be deleted from Appendix "A":

Job Code	Job Title	Salary Group
320	Estimator	9
197723	Claims Handling Adjuster	8
785	Office Assistant IV	5
448	Bodily Injury Adjuster	11

3. Effective no later than the Implementation Date, Appendix "A" of the Collective Agreement will be amended to reflect the following new job titles but no changes to the salary group:

Job Code	New Title (no change to salary group)	Old Title	Salary Group
325	Senior Claims Examiner	Claims Examiner Head Office	13
354	Claims Examiner Commercial	Commercial Claims Examiner Material Damage	13
117837	Estimator - Specialty Vehicle	Specialty Vehicle Appraiser	11
327	Senior Recovery Coordinator	Rehabilitation Coordinator	11
947	Estimator	Estimator II	10
800	Customer Service Adjuster	Claims Contact Adjuster	8
806	Claims Support Assistant	Office Assistant III and IV	5
805	Claims Document Support Assistant	Office Assistant II	4

4. The parties agree that the salary groups of the jobs listed in paragraphs 1 through 3 above are correct as of the Implementation Date. Job profiles for these positions as of the Implementation Date are attached as Attachment A and except for administrative roles will include the following statement: "an equivalent level of related work experience in lieu of postsecondary education" in the licensing and accreditation section.

**REASSIGNMENT OF STAFF TO NEW HIERARCHY:**

5. *Grandfathering Protection:* Regular employees who are reassigned to positions in accordance with this LOU shall not suffer any loss of pay or benefits for the

duration of the period they remain in their new position. While in their new positions, employees shall receive the same pay and benefits (including negotiated increases) that they would have received had they remained in the same pay band they occupied prior to the Implementation Date. Grandfathering Protection does not expire with the Collective Agreement or this LOU, but continues so long as the employee remains in the reassigned position or moves to the same classification in accordance with paragraph 6.

- a. Any employee who holds the regular position of Claims Examiner Material Damage (SB13), or Claims Examiner Head Office (SB13) will continue to receive the 5% flexible work schedule premium per Article 12.05 b) of the Collective Agreement and in accordance with the Grandfathering Protection described above. New employees hired into these roles on or after the date of ratification will not receive Grandfathering Protection including receipt of premiums.
  - b. Employees described in 5a) who are grandfathered to receive flex premium per Article 12.05 may continue to work a flex schedule only by mutual agreement between employee and management. Those not mutually agreed will be governed by Article 12.06 of the Collective Agreement.
6. In the event an employee protected by virtue of paragraph 5 chooses to move to a different location but in the same job classification subsequent to being reassigned in accordance with this LOU, their salary and benefit protection under paragraph 5 shall continue.
  7. In the event an employee protected by virtue of paragraph 5 chooses to move to a different job classification subsequent to being reassigned in accordance with this LOU, their salary and benefit protection under this LOU shall cease, and they shall be paid in accordance with the applicable Collective Agreement provisions, effective on the date they commence their new role.
  8. In the event location moves are required as a result of the Transition Period Process, these will be identified and communicated to the Union and employees prior to the Implementation Date. In order to reduce the movement of staff, resulting moves will be identified and offered preferentially to employees in the following order: within a respective headquarters; within a region; within the Corporation.
  9. Moves unrelated to the Transition Period Process and positions stated herein may also occur in the normal course of business during and after the Transition Period Process under this LOU has occurred, and would be subject to the terms of the Collective Agreement.

**TRANSITION PERIOD PROCESS:**

**Senior Claims Examiner Positions (SG 13):**

10. Before the Implementation Date, all Senior Claims Examiner positions in the Company (with locations) shall be posted for a minimum of five (5) days.

11. The posting shall be open only to employees holding regular positions as Claims Examiner Head Office at the time of the posting, including those in trainee roles for the Claims Examiner Head Office position.
12. Claims Examiner Head Office employees must indicate their interest in a Senior Claims Examiner position within five (5) working days after the posting, otherwise they will not be considered for the position.
13. Applicants will be selected in seniority order.
14. Successful candidates will be selected and informed within five (5) working days after the close of the posting.

**Claims Examiner Positions (SG12):**

15. Prior to the Implementation Date, all Claims Examiner positions in the Company shall be identified and communicated to the Union.
16. All Claims Examiners Head Office who do not receive a Senior Claims Examiner position will be placed in a Claims Examiner position.
17. Any remaining Claims Examiner positions shall be posted for a minimum of five (5) days.
18. The posting shall be open only to employees holding regular positions as Bodily Injury Adjusters at the time of the posting, excluding BI trainees.
19. Applicants will be selected in accordance with Article 7.03(b) of the Collective Agreement.
20. Successful candidates will be selected and informed within five (5) working days after the close of the posting.

**Senior Injury and Injury Adjuster Roles (SG11 and SG10):**

21. All Senior Injury Adjuster positions shall be posted for a minimum of five (5) days.
22. The posting shall be open only to employees holding regular positions as Bodily Injury Adjusters at the time of the posting, excluding BI trainees.
23. Applicants will be selected in accordance with Article 7.03 (b) of the Collective Agreement.
24. Successful candidates will be selected and informed within five (5) working days after the close of the posting.
25. Any Bodily Injury Adjusters, including BI trainees, who have not yet been assigned a position, will be placed into the Injury Adjuster role.

**Recovery Coordinator (SG 9):**

26. All Recovery Coordinator positions shall be posted for a minimum of five (5) days.
27. The posting will be only open to employees holding regular positions as Claims Adjusters, including CA trainees.
28. Selection will occur in seniority order.

**Claims Handling Adjusters (SG 8):**

29. All regular Claims Handling Adjusters will be provided with one of the following options:
  - a. Offer of a position as Claims Adjuster (SG 9); subject to a maximum number established by the Company. Applicants will be selected in accordance with Article 7.03(b) of the Collective Agreement.

Or,

  - b. Placement in a position of Customer Service Adjuster (SG 8) if the applicant does not qualify for the offer of Claims Adjuster or if the offer of Claims Adjuster is refused or, if there are insufficient Claims Adjuster positions to accommodate all qualified Claims Handling Adjusters.

**Claims Adjusters:**

All Claims Adjusters will remain in their current role. Movement of Claims Adjusters to different locations as a result of the Transition Period Process may be necessary to balance business needs. All such relocations shall be handled in accordance with this LOU.

**Claims Adjusters – Commercial (SG10):**

30. All Claims Adjuster - Commercial positions shall be posted for a minimum of five (5) days.
31. The posting will be only open to employees holding regular positions as Claims Adjusters, excluding CA trainees. Applicants will be selected in accordance with Article 7.03(b) of the Collective Agreement

**Estimators:**

32. Estimator IIs (SG10; job code 947) positions will be re-titled Estimator, with no change to salary group or job code.
33. Incumbents of Estimator (SG 9; job code 320) positions will be reclassified to Estimator (SG 10; job code 947).



**Administrative Positions:**

34. Office Assistant IIIs and IVs (SG 5) positions will be re-titled Claims Support Assistant (SG 5; job code 806).
35. Office Assistant IIs (SG 4) positions will be re-titled Claims Document Support Assistant (SG 4; job code 805).

**Miscellaneous Positions:**

36. Commercial Claims Examine Material Damage (SG 13, job code 354) will be re-titled Claims Examiner Commercial with no change to salary group or job code.
37. Specialty Vehicle Appraiser (SG 11, job code 117837) will be re-titled to Estimator – Specialty Vehicle, with no change to salary group or job Code.
38. Claims Contact Adjuster (SG 8, job code 800) will be re-titled Customer Service Adjuster with no change to salary group or job code.
39. Rehabilitation Coordinator (SG 11, job code 327) will be re-titled Senior Recovery Coordinator, with no change to salary group or job code.

**NO SEVERANCE:**

40. It is the object of the Transition Period Process under this LOU that every affected regular employee will be placed, reassigned or reclassified, with full “grandfathering” salary protection pursuant to paragraph 5 of this LOU. As a result, severance is not an option available to employees placed or reassigned under this process, subject only to paragraphs 42, and 43 below.

**FUTURE WORKFORCE REDUCTIONS:**

41. After the Implementation Date, workforce reductions as a result of the introduction of new systems and processes in the Claims Division shall be accomplished in accordance with the Collective Agreement.
42. After the Implementation Date and following completion of the Transition Period Process described above, if there are fewer positions than regular employees, the Collective Agreement will apply.
43. In order to facilitate reductions by attrition the parties agree that the Employer may extend the length of temporary and acting appointments up to eighteen (18) months, for the duration of the Collective Agreement for the following positions:
  - a) Supervisor, Claims Administration
  - b) Supervisor, Telephone Claims
  - c) Supervisor Material Damage
  - d) And all of the positions covered by this Letter of Understanding

44. Where not altered by this LOU, the terms of the Collective Agreement applies.

**For the Union**

J. Zygmunt

Date: November 2, 2012

**For the Corporation**

B. Hale

Date: November 2, 2012

## **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 hours and fifty minutes (8 5/6 hours), to be scheduled within hours of operation.  
Work Week: Four 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 ii).  
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:

- (a) 12 days in each calendar year in which the employee's first to seventh anniversary date occurs.
- (b) 16 days in each calendar year in which the employee's eighth to sixteenth anniversary date occurs.
- (c) 20 days in each calendar year in which the employee's seventeenth to twenty-fourth anniversary date occurs.
- (d) 24 days in each calendar year in which the employee's twenty-fifth to twenty-ninth anniversary date occurs.
- (e) 28 days in each calendar year in which the employee's thirtieth 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 unpaid sixty-minute lunch period or two thirty-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.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

**LETTER OF UNDERSTANDING**

**RE: CLAIMS DIVISION PROVINCIAL SCHEDULING FOR  
CERTAIN CLASSIFICATIONS**

Whereas:

- (a) The Employer recently completed the full implementation of its new claims system ("ClaimCenter");
- (b) ClaimCenter is the new technology used in the Employer's Claims Transformation Program which included the new Claims Job Hierarchy, the details of which were agreed to between the party during the previous round of collective bargaining in a letter of understanding ("LOU #26");
- (c) With the introduction of ClaimCenter and electronic file handling, claims can now be assigned in a round-robin fashion as opposed to geographically, resulting in the ability to distribute work across the province through the online system;
- (d) This functionality means that the Employer can achieve efficiencies and more equitable distribution of work in the manner in which work is allocated because certain functions are less location-dependent; and,
- (e) The Parties agree that in order to take full advantage of the functionality and the efficiencies available under ClaimCenter, the Employer will be moving to a standardized 9-day fortnight and a provincially-based scheduling system for certain job classifications within its Claims division ("New Scheduling System").

The Parties have therefore agreed to the following changes to the hours of work and scheduling provisions governing the job classifications identified in this Letter of Understanding (the "LOU");

**Definition of Department**

1. The Parties agree that for the purposes of this LOU, and except as noted herein, each of the classifications identified in Schedule A of this LOU shall constitute a separate respective province-wide "department".

### Hours of Work

2. The Parties agree that the hours of work for each of the departments covered by this LOU shall be as follows:
  - i) Hours of Operation: Shall remain the same as they currently exist in the Collective Agreement and shall continue to apply to each of the departments covered by this LOU. Work may be scheduled to provide coverage for these hours of operation.
  - ii) Work Day – 7 hours 50 minutes broken by a forty (40) minute unpaid lunch period at or near the mid-point of the employee's work day.
  - iii) Work period – 9 days of work with 1 day off every two weeks.
    - a. For existing employees of each of the Schedule A departments as of the Effective Date of this agreement, employees will work Monday to Thursday each week with one half of the employees being scheduled off each Friday on a rotating basis. 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.
    - b. Employees who join each of the Schedule A departments after the Effective Date of this LOU, whether by external hire, internal job posting, or any other mechanism, will follow the work period schedule set out above.
    - c. Work scheduling and assignment – except for CCIC, Article 12.01(a) will apply to the classifications identified in Schedule A. 12.04(j) will continue to apply to the classifications identified in Schedule A that are located at CCIC.

### Vacation Scheduling

3. Except for CCIC, vacation scheduling for employees in the classifications identified in Schedule A shall be in accordance with Article 15.12 but shall be scheduled on a province-wide department basis per Schedule A for each such department. CCIC vacation scheduling will continue to be for CCIC only. That said, the Parties agree to meet in advance of the Effective Date to explore the possibility of aligning CCIC vacation scheduling provincially as well.

4. Each year, in advance of the process initiating, the Employer will meet with the Union to have meaningful dialogue with the purpose of transparency in the provincial vacation scheduling process.

**General**

1. This LOU shall come into effect on April 1, 2016 (the "Effective Date") to align with the new Vacation Year in Article 15.
2. All other provisions of the Collective Agreement, except as are modified by this LOU, shall continue to apply to the Schedule A departments identified herein.
3. Employees who are impacted by this LOU and whose hours of work changes from T.O. days to 9 day fortnight will not have their post-2009 T.O. banks paid out immediately but may utilize them until September 30, 2016 subject to operational requirements. Any remaining post-2009 T.O. days will be paid out as of October 1, 2016.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

**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.

1. Claims Adjuster, excluding those in Out-of-Province Claims or Commercial Claims;
2. Injury Adjuster, excluding those in Out-of-Province Claims.



**LETTER OF UNDERSTANDING**

**RE: RETIREE-PAID, ENHANCED POST-RETIREMENT  
BENEFITS**

ICBC will exercise all reasonable commercial efforts to revise its benefits program currently provided to the retired members of the Union who are eligible to receive welfare benefits for retirees pursuant to Letter of Understanding 17 of the Collective Agreement ("eligible retirees") so that such eligible retirees can, at their sole expense, purchase an enhanced level of post-retirement benefits which will supplement the program of employer paid post-retirement benefits. ICBC will in consultation with the Union work with its benefit provider to design and implement this program of 100% eligible-retiree-paid benefits in a timely manner. All costs associated with administering this program of 100% eligible-retiree-paid benefits will be paid for by the eligible retirees who purchase such benefits.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

**LETTER OF UNDERSTANDING**

**RE: 24 X 7 SHIFTS FOR TECHNICAL SUPPORT SPECIALISTS**

The hours of work for full-time employees in the Technical Support Specialist classification will be as follows:

- (a) Hours of Operation: Twenty-four (24) hours per day, Sunday to Saturday.  
  
Work Day: 9 hours per day to be scheduled within the hours of operation and the shifts established in paragraph (b).
- (b) There will be three (3) shifts as follows:
  - (i) Day: 7:00am to 4:00pm
  - (ii) Afternoon: 3:00pm to 12:00am
  - (iii) Night: 11:30pm to 8:30am
- (c) It is understood that the employees covered by this letter of understanding (LOU) will rotate through all three shifts to ensure adequate coverage and to provide such employees the ability to be regularly scheduled during core business hours. As such, employees will generally be expected to work a schedule consisting of four (4) day shifts followed by two (2) days off then four (4) night shifts followed by three (3) days off then four (4) afternoon shifts followed by three (3) days off. The schedule will thereafter be repeated.
- (d) Unpaid lunch period of thirty-five (35) minutes and a paid rest period of fifteen minutes in the first and second half of a shift.
- (e) Employees covered by this LOU will enjoy an 8.5% shift premium on their gross salary.
- (f) Each employee covered under this LOU shall be governed by the following rules:
  - (i) They shall work 208 shifts per year for a total of 1750 hours each calendar year, less vacation entitlement.

- (ii) They shall work holidays which are scheduled work days at the premium rate of 1 ½ times the normal rate of pay, except that Employees who are scheduled to work for all or part of Christmas Day and who are also scheduled to work all or part of New Year's Day shall receive a premium rate of 2 times the normal rate of pay (instead of the 1 ½ times the normal rate of pay) for all hours actually worked on New Year's Day. Christmas Day shall be the period between 12:00 a.m., December 25 to 11:59 p.m., December 25; New Year's Day shall be the period between 12:00 a.m., January 1 to 11:59 p.m., January 1. All other statutory holidays shall be the period between 12 a.m. and 11:59 p.m. for the applicable holiday.
- (iii) If at the end of the calendar year, an employee covered under this LOU has not worked or has exceeded the prescribed hours (1750), the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.
- (iv) When a statutory holiday falls within the vacation period of an employee covered under this LOU, it shall not entitle that employee to an additional day off, as the statutory holidays are not included in the scheduled 1750 hours.
- (g) Articles 13.03, 13.04 and 13.06 shall apply to the employees covered by this LOU.
- (h) Except as modified herein, all other applicable provisions of the collective agreement shall apply to employees covered by this LOU.

**For the Union**

S. Von Sychowski

Date: February 25, 2015

**For the Corporation**

T. Paulik

Date: February 29, 2015

**LETTER OF UNDERSTANDING**

**RE: ECONOMIC STABILITY DIVIDEND**

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

## The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

February Budget – Forecast GDP for the upcoming calendar year;

November of the following calendar year – Real GDP published for the previous calendar year;

November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;

Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

February 2015 – Forecast GDP for calendar 2015;

November 2016 – Real GDP published for calendar 2015;

November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend

Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. \_\_\_\_\_ The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. \_\_\_\_\_ Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**For the Union**

K. Smyth

Date: February 16, 2015

**For the Corporation**

B. Hale

Date: February 16, 2015

In witness whereof the parties hereto have affixed their signatures this 16<sup>th</sup> day of February 2015.

For:

**Insurance Corporation of British Columbia**

Brent Hale	Director, Strategic Human Resources and Governance
Geoff Butler	Director, Claims Injury Services, Unrepresented & Recovery
Barry Caswell	Director, IS Business Services, IS Business Services

For:

**Canadian Office & Professional Employees' Union  
Local 378**

Kevin Smyth	Senior Union Representative
Annette Toth	Vice-President
Yasmin Carroll	Executive Board Member
Trevor Hansen	Executive Board Member
Joyce Galuska	Executive Board Member
Robert Starcevich	Executive Board Member

# BENEFITS SUPPLEMENT

## INTRODUCTION

The information found in the following document provides a summary of the benefits which are provided to employees who are members of the Canadian Office and Professional Employees' Union and who are employed by the Insurance Corporation of British Columbia.

All the benefits arise as a result of collective bargaining between the COPE (the Union) and ICBC (the Employer) with the exception of the Long Term Disability Plan. Actual plan documents are too lengthy for distribution to all employees and the information in these pages is intended to provide a basic understanding of the benefit plans. If there are issues or questions, employees are encouraged to review the plan summaries made available through ICBC's intranet, ICBC's Employee Benefits department, or your Union job steward.

For reference purposes, you will find information on these benefits in the following Article numbers of the Collective Agreement between the COPE and ICBC:

<b>Benefit</b>	<b>Reference</b>
Medical Services Plan of British Columbia	Article 18.01(a)
Hospital Programs of British Columbia	Article 18.01(a)
Extended Health Care Plan	Article 18.01(a)
Dental Care Plan	Article 18.01(b)
Long Term Disability Plan	Article 18.07
Group Life and Accidental Death and Dismemberment Insurance Plan	Article 18.02
Travel Accident Insurance	Article 18.08

ICBC and the COPE, Local 378, are pleased to provide an excellent employee benefit program that is about the best in B.C. The benefits program is a result of many positive improvements through collective bargaining over the years.



# The Medical Services Plan of British Columbia

## The Plan

The Medical Services Plan of British Columbia provides basic medical coverage available to permanent residents of the Province.

Premiums for BC Medical Services Plan are paid 100% by ICBC for you and your eligible dependents for full-time employees and cost-shared with ICBC for part-time employees.

The amount of premium paid on your behalf is considered to be a taxable benefit to you and is added to your income when determining your bi-weekly income tax deduction.

It is the responsibility of all residents to ensure that they and their dependents are registered under the plan.

## Eligibility

Coverage for new residents is available after completing a waiting period consisting of the remainder of the month of arrival in British Columbia plus two months.

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Unmarried,
- Under age 19
- Not employed on a full-time basis ; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependents coverage may be continued provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of 15 hours per week.

A stepchild must be living with you to be eligible.

## Changes Affecting Coverage

You must notify the employee benefits if any change to your registration information is required due to marriage, addition of dependents, cancellation of coverage for dependents or termination of coverage.

## Benefits under the Plan (Services Covered)

The following services are covered under the plan.

- Medically required services provided by a physician enrolled with MSP;
- Maternity care provided by a physician
- Diagnostic services, including x-rays and laboratory services, provided at approved diagnostic facilities, when ordered by a registered physician, podiatrist, dental surgeon or oral surgeon;
- Dental and oral surgery, when medically required to be performed in hospital\*;
- Orthodontic services related to severe congenital facial abnormalities.

\* surgical removal of an impacted third molar (wisdom tooth) is an MSP insured service only when hospitalization is medically required, due to the extreme complexity of the extraction and where there is associated pathology. The removal of healthy wisdom teeth, even if impacted, is not a benefit.

## Services Not Covered by MSP

MSP does not provide coverage for the following:

- Services that are not deemed to be medically required, such as cosmetic surgery;
- Dental services, except as outlined under benefits;
- Routine eye examinations for persons 19 to 64 years of age;
- Eyeglasses, hearing aids, and other equipment or appliances;
- Prescription drugs (see BC Pharmacare Plan);
- Chiropractic, massage therapy, naturopathy, physical therapy and non-surgical podiatry services;
- Annual or routine examinations where there is no medical requirement;
- Services of counsellors or psychologists;
- Medical examinations, certificates or tests required for:
  - Driving a motor vehicle
  - Employment
  - Life insurance
  - School or university
  - Recreational and sporting activities
  - Immigration purposes

## BC Pharmacare Plan

You and your dependents are eligible for benefits under the Provincial Government's Pharmacare Plan if you are covered under the Medical Services Plan of British Columbia.

The Pharmacare plan provides coverage for you for eligible drugs, ostomy supplies and permanent prosthetic items prescribed by your doctor, dentist or podiatrist. BC Pharmacare commences payment once your claims have exceeded a specified deductible amount in each calendar year. Your deductible is established when you register with Pharmacare and is based on your family income. Once you have attained the deductible, the Pharmacare deductible will begin payment. It is important that you register with Pharmacare to ensure full coverage.

# Extended Health Plan

## The Plan

The purpose of our Extended Health Care Plan is to provide you and your eligible dependents with assistance for costs related to treatment of medical conditions.

If there should be any difference between the wording of this summary and the provisions of the Group Extended Health Care contract, together with subsequent riders to such contract, the provisions of the contract, as amended from time to time, shall prevail.

## Eligibility

To be eligible an employee or dependent must be eligible for coverage under the Medical Services Plan of BC.

All full-time regular and part-time regular employees are eligible for coverage.

Coverage for you and your eligible dependents will commence on the first day of the month following the date of employment. ICBC pays 100% of the cost for full-time employees and cost-shares for part-time employees.

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Unmarried,
- Under age 21
- Not employed on a full-time basis ; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependent's coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of 10 hours per week or, if they are incapable in engaging in any substantially gainful activity and is dependent upon you for support, maintenance and care, due to a mental or physical disability. A child who is incapacitated on the date he or she reaches age 21 will continue to be an eligible dependent. However the child must have been covered by this plan immediately prior to this date.

A stepchild must be living with you to be eligible.

## Deductible/Reimbursement

Before any payments are made under the plan, an amount of \$25 is deducted in each calendar year from the eligible expenses.

After the deductible has been satisfied, 80% of eligible expenses will be reimbursed until \$1,000 has been paid in a calendar year. After \$1,000 has been paid in the calendar year, expenses will be reimbursed at 100%. Emergency Out-of-Province expenses are reimbursed at 100%.

The plan will reimburse based on reasonable and customary fees for the Province.

**Note:** the plan shall not be liable for reimbursement in excess of \$350,000 lifetime to any one employee or any one dependent for claims made for services in Canada. Preauthorization is recommended from the carrier for expenses in excess of \$1,000 per person.

**Eligible Expenses (For Services within British Columbia)**

The following services are covered under the plan when performed within British Columbia where supporting documentation is provided. This is a summary for information purposes only.

<b>Eligible expense</b>	<b>Guidelines</b>	<b>Maximums</b>
Hospital	Upgrade to private or semi-private room	N/a
Orthopedic Shoes	Custom made shoes and modification when prescribed by physician or podiatrist	\$400 per calendar year for adult \$200 per calendar year for child
Hearing aids	Purchase of hearing aids when prescribed by ear, nose and throat specialist  Repairs, maintenance and batteries not included.	\$1,000 every 5 calendar years for adult  \$1000 every 2 calendar year for child
Chiropractors	Fees for visit to chiropractor licensed in the Province of BC.	\$400 per member or dependent in any calendar year
Naturopathy	Fees for visit to naturopathic physician licensed in the Province of BC  Includes testing	\$200 per member or dependent in any calendar year
Podiatrist	Fees of podiatrist registered or licensed in BC	\$100 per member or dependent in any calendar year

Eyewear/glasses	Charges incurred relative to purchase of corrective lenses and frames, contact lenses, laser eye surgery and/or eye examinations  Sunglasses and safety goggles not included	\$300 per member or dependent in any 2 consecutive calendar years
Physiotherapist and Massage Practitioners	Fees of physiotherapist or massage therapist registered or licensed in BC (except if related to or resident with member)	Combined maximum of \$250 per member or dependent in any calendar year
Speech Therapist	Fees of speech therapist licensed in BC	\$400 per member or dependent in any calendar year
Counselling Services	Fees of registered or clinical psychologist, or counsellor licensed in BC, or Master of Social Work or Master of Counselling.	\$500 per member in any calendar year  \$100 per dependent in any calendar year
Acupuncture	Fees for acupuncture treatments performed by physician or surgeon licensed to perform acupuncture in BC	\$400 per member or dependent in any calendar year
Drugs and Medicines	Charges for drugs and medicines legally requiring a prescription  Includes insulin, syringes, oral contraceptives, diabetic testing supplies, injections of vitamin b12 for treatment of pernicious anemia, drugs prescribed for fertility purposes  Excludes: preventative medicines and vaccines, any vitamin preparation not expressly included, food and mineral supplements, those drugs not approved pursuant to the food and drug act for sale and distribution in Canada	Coverage based on generic equivalent where available unless physician has prescribed brand name with no exceptions.  Fertility drugs limited to \$15,000 per person lifetime.  Dispensing fee maximum based on provincial average.

Oxygen, Oxygen Masks	Charges for oxygen, oxygen masks, regulators, blood and blood plasma only when ordered by an attending physician	N/a
Permanent Prosthesis	Charges for permanent prosthesis (artificial limbs, eyes and mastectomy forms) and braces. Only when ordered by attending physician.	N/a
Crutches, Canes, Walkers, Wheelchairs, Trusses	Charges for rental or when approved purchase	N/a
Ostomy/ileostomy Supplies	When ordered by attending physician	N/a
Orthotics	Charges for custom made orthotics when recommended by physician or podiatrist	\$400 per calendar year per adult \$200 per calendar year per child
Ambulance	Charges of licensed ambulance service in BC, including air ambulance to transport patient to nearest hospital where adequate treatment is available	N/a
Medical Equipment	Durable medical equipment such as manual hospital beds, respirator, oxygen equipment and other durable equipment usually found only in hospitals.	N/a
Wigs	Charges for wigs and hairpieces for patients with temporary hair loss as a result of medical treatment.	\$500 per lifetime

### Eligible Expenses (For Emergency Out-of-Country Services)

Treatment required as a result of a medical emergency which occurs while temporarily outside Canada provided the covered person who receives the treatment is also covered by the Medical Services Plan of BC during the absence.

**Note:** the carrier shall not be liable for reimbursement in excess of \$1,000,000 lifetime to any one employee or any one dependent for Emergency Out-of-Country claims made to the Extended Health Plan.

A medical emergency is a sudden, unexpected injury which occurs, or an unforeseen illness which begins while a covered person is traveling outside Canada and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the covered person is able to return to his normal province of residence.

Eligible expense	Guidelines
Hospital	Room charges over and above that covered by the BC hospital program, in an emergency where patient is confined or treated in an acute general hospital
Physician	Customary charges for physician's and surgeon's services and laboratory and x-ray services when ordered by attending physician in an emergency, over and above amount allowed under the Medical Services Plan of BC.
Ambulance or Air Ambulance	Local ambulance or where required air ambulance to transport the patient to the nearest medical facility or hospital where adequate medical treatment is available.

### Exclusions

- (a) Expenses for services or supplies covered or provided by a Government Agency or plan or third party. This includes any tax-supported agency and any other group or individual insurance.
- (b) Expenses related to, or as a result of war, riot or insurrection.
- (c) Expenses of a patient hospitalized at the time of enrollment.
- (d) Except as outlined in this brochure, hearing aids or examinations for the prescription or fitting thereof, dentures or dental treatment and x-rays, professional services of physicians and surgeons in the Province of British Columbia or any person who renders a professional health service.
- (e) Remedies prescribed by a naturopath or a podiatrist, HCG injections, elastic stockings, brassieres, arch supports, air humidifiers and purifiers, insulin pumps, services of Victorian Order of Nurses or graduate or licensed practical nurses,

services of religious or spiritual healers, occupational therapy, services and supplies for cosmetic purposes, rest cures.

(f) Transportation charges incurred for elective treatment and/or diagnostic procedures or for health or health examinations of any kind.

(g) Out-of-Province expenses incurred due to therapeutic abortion, childbirth or complications relative to pregnancy occurring within two months of the expected termination date of pregnancy.

(h) Charges for pre-existing conditions requiring continuous or routine medical care while Out-of-Province.

### **Making a Claim**

1. Review plan summary and claims guidelines available on ICBC's intranet to determine what is eligible and what documentation is required.
2. Photocopy your receipts and any other documentation to be sent with your claim.
3. Mail completed claim form with original receipts and other required documentation to the carrier.



# Dental Plan

## The Plan

The purpose of our Dental Care Plan is to provide you and your eligible dependents with assistance with the costs of most dental work performed by a dentist who is a dental surgeon licensed by the College of Dental Surgeons of British Columbia to practice with the Dentistry Act of BC.

If there should be any differences between the wording of this summary and the provisions of the Dental Care Plan Agreements together with subsequent riders to such agreements, the provisions of the Agreements as amended from time to time, shall prevail.

The plan does not pay for duplicate, incomplete, or unsuccessful procedures. All fees are based on the BC Dental Fee Guide with allowances for specialists.

## Eligibility

All full-time regular and part-time regular employees are eligible for coverage. Coverage for you and your eligible dependents will commence on the first day of the month following three months of continuous service. ICBC pays 100% of the cost for this coverage for full-time employees and cost-shares for part-time employees.

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse, your natural or adopted child or step child who is:

- Unmarried,
- Under age 21
- Not employed on a full-time basis ; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependents coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of 10 hours per week or, if they are incapable in engaging in any substantially gainful activity and is dependent upon you for support, maintenance and care, due to a mental or physical disability. A child who is incapacitated on the date he or she reaches age 21 will continue to be an eligible dependent. However the child must have been covered by this plan immediately prior to this date.

A stepchild must be living with you to be eligible.

## Eligible Expenses

The following services are covered under the plan when performed within British Columbia where supporting documentation is provided. This is a summary for information purposes only.

<b>Eligible expense</b>	<b>Guidelines</b>	<b>Maximums</b>
Plan A – Basic Services	Reimbursement at 100%	
Dental Examinations	Recall oral examinations 1 unit scaling and 1 unit polishing Topical fluoride Bitewing x-rays	Every 6 months
	Complete oral examination	1 every 2 calendar years
X –Rays	Full mouth series	1 every 2 calendar years
Fillings	Fillings with amalgam Replacement fillings provided filling is at least 12 months old and is damaged due to breakdown or significant decay	
Extractions		
Routine Diagnostic and Laboratory Procedures	Based on reasonable and customary fees	
Periodontics	Scaling	Combined maximum of 12 units per calendar year
Endontic	Root canals and therapy	Initial treatment plus one re-treatment per tooth per lifetime
Dentures	Full or partial removable dentures Replacement provided (see plan for detail)	
Plan B- Major Restorative	Reimbursement at 70%	
Crowns and Onlays	When the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay	
Inlays	Provided covering at least 3 surfaces and cap tooth is missing	
Bridges	Fixed bridgework Replacement (see plan booklet)	Does not apply if tooth was missing prior to coverage being in effect
Plan C - Orthodontic	Reimbursement at 50%	
Orthodontic		Life time maximum \$5,000 per person

### **Alternative Treatment**

Where two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, the plan will benefits as if the least expensive course of treatment were used.

## **Exclusions**

- (a) Self inflicted injuries.
- (b) War, insurrection, the hostile action of any armed forces or participation in a riot or civil commotion.
- (c) The committing of or attempt to commit an assault or criminal offense.
- (d) Injuries sustained with operating a motor vehicle while under the influence of any intoxicant, including alcohol.
- (e) Dental care which is cosmetic, unless required because of an accidental injury which occurred while the patient was covered under this benefit.
- (f) Anti-snoring or sleep apnea devices
- (g) Charges for broken appointments, third party examinations, travel to or from appointments, or completion of claim forms.
- (h) Services which are payable by any Government plan.
- (i) Services or supplies for which there would normally be no charge in the absence of Group Benefit coverage.
- (j) Implants or any services rendered in conjunction with implants, however a portion of the fees for these services may be considered for payment under the alternate treatment clause.
- (k) Treatment for full mouth reconstruction, for a vertical dimension, or for a correction of temporomandibular joint disfunction.
- (l) Replacement of removable dental appliances which have been lost, mislaid or stolen.
- (m) Laboratory fees or other such fees that exceed reasonable and customary charges.

## **Making a Claim**

Your dentist may elect to submit a claim to the carrier on your behalf and bill you for your portion, or she/he may elect to bill you for the full cost of treatment and require you to submit your own claim for reimbursement to the carrier. Claims should be completed as soon as possible after the dental treatment has been completed.

To avoid any misunderstanding about your claim, you should ask your dentist at the beginning of treatment whether she/he will submit the claim or require you to do so. You should also ask your dentist if her/his fees are in accordance with the fee guide of the College of Dental Surgeons of British Columbia. If they are higher, you will be required to pay the excess cost.

### **Termination of Coverage**

Your coverage and that of your registered dependents, if any, will terminate when your employment terminates. The coverage for a dependent child terminates when that child reaches 21 years of age, **and is not attending school**, or prior thereto on the date that the child marries or is by virtue of her or his own employment entitled to or eligible for dental care coverage.

All coverage ceases on the day this plan is terminated.

# Long Term Disability

## The Plan

These pages provide a general description of the Long Term Disability Plan for the members of the Canadian Office and Professional Employees' Union, Local 378, who are employed by the Insurance Corporation of British Columbia.

The plan which became effective on May 1, 1976 is underwritten by Desjardins through a contract of insurance issued to the trustees of the Canadian Office & Professional Employees' Union, Local 378, Long Term Disability Fund and Plan.

## Eligibility

Eligibility for participation in the plan is determined by the Collective Agreement between the Union and the Corporation.

## Cost

In order that your Long Term Disability benefit payments (if you became disabled) are non-taxable you contribute the full cost of this benefit.

Premiums are deducted from your pay and remitted to the trust by the Corporation.

## Benefits

The plan will provide you with a monthly benefit, before reduction for other income as follows:

75% of the first \$500 of your "monthly earnings", plus 50% of your "monthly earnings" in excess of \$500 to a maximum monthly benefit of \$3,500.

Benefits will be reduced by:

- i) any amounts payable in respect of yourself from the Canada Pension Plan, Workers' Compensation Act or legislation of similar purpose;
- ii) any amount payable under any group insurance, wage continuation or pension plan of your employer that provides disability income; and
- iii) any amount of disability income provided by any compulsory act of law including no fault automobile insurance.

If you or your dependent children receive income as a result of your disability or you receive income from an employer (other than rehabilitation income described below) the total benefits payable under the plan will be reduced by the amount which "total disability income" exceeds 85% of your "net monthly earnings".

## **Commencement and Duration of Benefits**

You are entitled to benefits after the expiration of your sick leave benefits payable by the Corporation on the provision of appropriate medical evidence.

Benefits are payable monthly in arrears. You will receive benefit payments monthly for as long as your disability continues, but not beyond your 65th birthday.

Long term disability benefits will be payable for the first two years following expiration of your sick leave benefits payable by the Corporation if you are unable as a result of bodily injury or sickness to engage in your normal occupation. After two years, benefits will continue as long as your disability prevents you from engaging in any occupation or employment for wages or compensation for which you are or can reasonably become qualified by education, training or experience.

## **Rehabilitation**

As an incentive to encourage you to return to gainful employment prior to a full recovery after disability, the rehabilitation benefit permits you to perform certain work while you are still receiving disability benefits under the plan. The treatment of rehabilitative earnings differs depending on whether rehabilitative employment is secured with the Corporation or with another employer.

If rehabilitative employment is secured with the Corporation, your monthly benefit shall only be reduced by the excess that your "net rehabilitative earnings" plus the benefit otherwise payable under the plan exceed:

- i) 100% of your "net monthly earnings" if you return to work part-time; or
- ii) 100% of your "net monthly earnings" if you return to work full-time at a lower rate of monthly earnings.

If rehabilitative employment is secured with another employer your monthly benefit shall be reduced by 50% of "net rehabilitative earnings" with an overall limitation that benefits otherwise payable under the plan plus "net rehabilitative earnings" cannot exceed 100% of your "net monthly earnings".

## **Pre-Existing Conditions**

No monthly benefit shall be payable under this provision for any period of total disability which was caused by or resulting directly or indirectly from a pre-existing condition, unless you have not required treatment, medication or medical advice for a period of ninety (90) days while insured under this policy, or unless you have been insured under this policy for at least 12 months and have not been absent from work due to the pre-existing condition for at least 12 months. Time away from work up to 10 cumulative working days during the 12 month period will be interpreted as not being absent from work.

## **Leaves of Absence, Strikes or Lock-Outs**

Long term disability benefits will not commence being paid:

i) while you are on leave of absence including an approved pregnancy leave of absence except while on a leave of absence to serve as an employee of the Union.

ii) while you are on strike or are locked-out by the Corporation except when you are disabled prior to 12:01 a.m. on the date that such strike or lock-out commences.

### **How to Submit a Claim**

It is your responsibility to make a claim for Long Term Disability benefits.

Have your doctor complete the physician's statement claim form. Charges for obtaining the completed form are your responsibility.

Complete the employee's statement.

Forward all completed forms to Desjardins. You will be provided with the complete mailing address when you are provided with the forms.

These pages are intended as a general description of the provision of the Long Term Disability Plan.

All provisions of the plan are subject to the terms and conditions of the plan document that shall govern in the event of a conflict with this description. A copy of the plan document can be obtained from the Union office.

### **Provisions/Limitations/Definitions**

To qualify for Long Term Disability benefits you must be under the care of a physician.

While you are receiving benefits, you are not required to pay Long Term Disability premiums.

No benefits will be payable for disability caused or resulting from:

- i) Intentionally self-inflicted bodily injury or sickness, while sane or insane.
- ii) Participation in a rebellion, riot or insurrection, disorderly conduct or participation in an unlawful assembly, war, whether war has been declared or not, or by full or part-time service in any armed forces.
- iii) Flying or air travel, except when flying or traveling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate Government authority and which is operated by a properly licensed pilot.
- iv) Participation in or consequence of having participated in the commission of an offence under the Criminal Code of Canada or any other act of parliament or provincial statute or a similar offence under the laws of any other country.

v) Addictive non-medical consumption of drugs or alcohol unless you are under the care of a physician and following an approved course of treatment or are institutionalized for the condition.

vi) Normal termination of a pregnancy.

"Monthly Earnings" means your basic monthly earnings at the date of your disability exclusive of overtime, bonuses and commissions. For part-time employees, your "Monthly Earnings" are calculated as the average earnings over the six month period prior to your disability.

"Total Disability Income" does not include any benefit payable from a personal insurance policy (other than no fault automobile insurance), any disability benefit you were receiving prior to becoming disabled under this plan, or any cost of living or similar adjustments in benefits payable under the Canada Pension Plan or Workers' Compensation Act.

"Net Monthly Earnings" means your "Monthly Earnings" at the date of your disability reduced by compulsory statutory or Government deductions including income tax.

"Net Rehabilitative Earnings" means your earnings from rehabilitative employment reduced by compulsory statutory or Government deductions including income tax.



# Life Insurance

## The Plan

The purpose of this plan is to provide you and your dependents with financial support in the event that one of you should die.

## Basic Life Insurance

### Cost

The premiums are paid by ICBC for all full-time regular employees. ICBC cost shares the premium for all part-time regular employees. The premium paid by ICBC on your behalf is a taxable benefit.

## Basic Coverage (Mandatory)

### (a) On your life

Life insurance equal to your regular annual salary rounded to the next higher multiple of \$1,000 if not an even multiple of \$1,000, times two (2).

### (b) On the Lives of Your Dependents

On your spouse - life insurance equal to 50% of your basic life insurance

On your dependent children - life insurance equal to 5% of your basic life insurance for each dependent child (minimum \$2,000 each).

## Eligible Dependents

Your legally married spouse or that person with whom you are currently living and have lived in a conjugal relationship for not less than one (1) year, and who is presented as your recognized spouse.

Your natural or adopted child or step child who is:

- Unmarried,
- Under age 21
- Not employed on a full-time basis ; and,
- Not eligible for insurance under this plan or any other group benefit program.

Your dependents coverage may be continued beyond age 21 provided that they meet all the conditions above and are in full-time attendance at a school or university for a minimum of 10 hours per week.

A stepchild must be living with you to be eligible.

## Voluntary Life Insurance (Optional)

This is term insurance on your life only which may be purchased by you in multiples of \$25,000 to a maximum of \$900,000. Premiums are payable by you and are based on your age and whether or not you are a smoker. Current rates can be obtained on ICBC's intranet or through employee benefits.

**Disability Premium Waiver**

If while insured you become totally disabled, before attaining age 65, your group life insurance and that of your eligible dependents shall be continued for the amount then in effect during the period of your disability.

**Conversion**

You may apply, during the 31 day period following termination of employment, for an individual policy of life insurance in an amount up to the amount of life insurance in force on your life and that of your spouse at the date of termination to a combined maximum of \$200,000. Dependent children's life insurance cannot be converted.

If there are any variances between these details and the provision of the policy, the latter shall govern.

# Accidental Death and Dismemberment

## The Plan

The purpose of this plan is to provide you and your dependents with financial support in the event that one of you should die or suffer accidental dismemberment. Insurance is payable in the event of your death or dismemberment as a result of external, violent or accidental means.

## Coverage

You may purchase this insurance in multiples of \$40,000 (minimum \$40,000; maximum \$480,000) to cover you alone **or** you and all of your dependents. Your spouse's coverage is 50% of your coverage if you have no dependent children and 40% if you have dependent children. Each dependent child is covered for 5% of your coverage. You may insure yourself without insuring your dependents, but you cannot insure your dependents without insuring yourself and you cannot insure one dependent without insuring all dependents.

## Cost

The plan is voluntary and therefore you are responsible for the premiums. Current premium rates can be obtained on ICBC's intranet or from employee benefits.

## Benefits Payable

<b>Loss</b>	<b>Percentage of amount insured</b>
Life	100%
Both Hands	100%
Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
Speech and Hearing	100%
One Arm	75%
One Leg	75%
One Hand	67%
One Foot	67%
Sight of One Eye	67%
Speech or Hearing	50%
Thumb and Index Finger of Either Hand	33%
Hearing in One Ear	17%

The plan covers total and permanent loss of use as well as the actual severance of a limb or extremity.

The death or loss must occur within 365 days after the date of sustaining such injury.

If an insured individual sustains more than one loss as a result of any one accident, payment shall be made for that one loss for which the largest amount is payable.

Loss of sight, hearing or speech must be entire and irrecoverable.

### **Additional Benefits**

#### ***Common Disaster Benefit***

If you and your spouse are both fatally injured in the same accident, your spouse's insurance amount will be increased to match yours to a maximum aggregate payment of \$500,000.

#### ***Day Care Benefit***

In the event of your death, the plan will reimburse up to 5% of the amount of your insurance per year for each eligible dependent child that attends a legally licensed day care centre. The maximum benefit paid is \$5,000.

#### ***Education Benefit***

In the event of your death, the plan will pay toward the cost of your dependent child's education, up to 2% of the amount of your insurance.

#### ***Family Transportation Benefit***

If you or your insured dependent are confined to a hospital which is at least 150 km from your normal residence, the plan will pay up to \$1,000 for the transportation and lodging of your immediate family.

#### ***Occupational Training Benefit***

In the event of your death, the plan will pay up to \$10,000 for your insured spouse to be trained in a gainful occupation.

#### ***Double Up Benefits for Paralysis***

This plan will double up your benefits if an accident results in quadriplegia, paraplegia or hemiplegia.

In the event of accidental death, payment of the accidental death and dismemberment benefit is made in addition to any payment under group life insurance

## **Exceptions and Limitations**

The accidental death and dismemberment benefit is not payable for any loss which results from or is caused directly or indirectly by any of the following:

Suicide or intentionally self-inflicted injury, while sane or insane.

The insured individual's commission of, or attempt to commit, an assault or any criminal offence.

Insurrection or war, whether or not war be declared, any act incident to such insurrection or war, or participation in any riot.

Travel or flight in any aircraft, or descent from such aircraft, if the insured individual is a pilot or other member of the crew of the aircraft, or if such flight is made for purposes of instruction, training or testing.

Illness or disease of any kind, or medical or surgical treatment thereof, or any infection other than septic infection caused through a visible wound accidentally sustained.

Intentional use of drugs.

## **Disability Premium Waiver**

If while insured you become totally disabled, before attaining age 65, your accidental death and dismemberment coverage and that of your eligible dependents shall be continued for the amount then in effect during the period of your disability.

## **Conversion**

You may apply, during the 60 day period following termination of employment, for an individual policy in an amount up to the amount of accidental death and dismemberment insurance in force on you and your spouse at the date of termination. Dependent children's insurance cannot be converted.

If there are any variances between these details and the provision of the policy, the latter shall govern.

# Travel Accident Insurance

## The Plan

This plan insures all full-time and part-time regular employees against death or injury sustained while traveling on company business anywhere in the world. Such trip starts when you leave your residence or place of regular employment to go on the trip, whichever last occurs, and continues until such time as you return to your residence or place of regular employment, whichever first occurs. Coverage is extended to include incidental personal travel made in connection with a trip on company business. Coverage does not extend to travel on vacation (except when incidental to a business trip) or leave of absence and to travel to and from work.

## Benefits

The premiums are fully paid by ICBC. The extent of your coverage is as follows:

Loss of Life	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Entire Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and the Entire Sight of One Eye	150,000
Loss of One Foot and the Entire Sight of One Eye	150,000
Loss of One Arm	112,500
Loss of One Leg	112,500
Loss of One Hand	75,000
Loss of One Foot	75,000
Loss of the Entire Sight of One Eye	75,000
Loss of Thumb and Index Finger	37,500
Loss of Use of Both Hands	150,000
Loss of Use of Both Arms	150,000
Loss of Use of One Arm	112,500
Loss of Use of One Hand	75,000
Loss of Speech or Hearing	75,000
Loss of Speech and Hearing	150,000
Quadriplegia (Total Paralysis of Both Upper and Lower Limbs)	150,000
Paraplegia (Total Paralysis of Both Lower Limbs)	112,500
Hemiplegia (Total Paralysis of Upper and Lower Limbs of One Side of the Body)	75,000

"Loss of use" as above used with reference to hands and arms means total and irrecoverable loss of use thereof and must be continuous for twelve months.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

"Loss" as above used with reference to quadriplegic, paraplegia and hemiplegia means the complete and irreversible paralysis of such limbs.

The total payable to all persons killed or injured as a result of any one accident is limited to \$1,000,000 and in the event that total claims from any one accident exceed \$1,000,000, the amount payable for each insured person is in the proportion that \$1,000,000 bears to the total amount of insurance that would have been payable had this limit not existed.

This travel accident insurance is over and above any group life or accidental death and dismemberment coverage that you might already have. You are automatically enrolled in the plan by virtue of your position as an employee of the Corporation.

Any benefits payable under this policy as a result of accidental death shall be payable to your estate. All other benefits shall be payable to you as the insured employee.

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