



**COPE LOCAL 378 / ICBC PROPOSALS 2010
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: January 12, 2011	Time:
U-86	LOU 24a	<i>New</i>	

[LETTER NO. 24a](#)

LETTER OF UNDERSTANDING

[RE: TRANSFORMATION ACCORD -OPERATING PRINCIPLES](#)

Further to the Transformation Accord Concepts Agreement signed by the parties on _____, this Letter of Understanding sets out a more detailed Transformation Accord to be applied during the term of the Collective Agreement. The parties agree that where the terms and conditions set out in this Letter of Understanding conflict with the provisions contained in the Collective Agreement, this Letter of Understanding shall supersede such provision(s).

Term of Accord

This Letter of Understanding is intended to operate from the date of ratification of the renewed Collective Agreement for the life of that Agreement, with its superseding provisions terminating on the expiry date of the renewed Collective Agreement. The terms of this Accord will not be subject to the continuation provisions set out in Article 0.04 of the current Collective Agreement.

Scope of Application

Employees covered by this Letter of Understanding and its superseding provisions are as defined in Letter of Understanding No. 24. Employees hired subsequent to date of ratification, will not be entitled to the superseding provisions of the Accord as they relate to Articles 8 and 9 (including special salary treatment), and will be governed by the terms of the Collective Agreement.

Redundancy Management (To Facilitate Workforce Reduction)

Article 9 of the Collective Agreement will apply to all situations involving redundancies during the life of this Accord including those that would otherwise fall under Article 8.

Pre-layoff canvassing, as set out in the Accord, will be used to facilitate voluntary attrition.

Article 9 will apply with respect to managing staff reductions, except that an employee who might otherwise be laid off due to there being no placement or bumping options - will be provided with a reasonable job offer (*) as an alternative to layoff. In situations where redundant employees are presented with a severance option, such severance will be enhanced to reflect 4 weeks for each full year of service, subject to a minimum of 6 weeks pay.



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(*) A "reasonable job offer" will include consideration of an employee's service record, general work experience, skills, aptitudes and personal circumstances, and will accommodate an appropriate period of retraining. An employee will be given not less than one calendar week to respond to such an offer.

Employees assigned to lower level positions as a result of involuntary displacement, or who are reclassified to a lower pay grade as a result of diminished job duties under this section, will retain their previous Salary Group - i.e. "blue circling". Such protection will remain in force for the period the employee remains in the position.

FOR THE UNION

FOR THE CORPORATION

Date

Date

E&OE

Signed off this _____ day of _____ 20__

For the Union (COPE Local 378)

For the Employer (ICBC)
