

# COLLECTIVE AGREEMENT

made and entered into between



British Columbia Life & Casualty Company  
(hereinafter called the Employer)

and



The Canadian Union of Public Employees  
Local 1816  
(hereinafter called the Union)

Term of Agreement  
August 1, 2010–July 31, 2014

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>OBJECTIVES</b> .....	<b>1</b>
<b>ARTICLE 2</b>	<b>DEFINITIONS</b> .....	<b>1</b>
	Probation .....	1
	Regular Full-Time .....	2
	Regular Part-Time .....	3
	Temporary .....	3
	Trial .....	4
<b>ARTICLE 3</b>	<b>UNION RECOGNITION</b> .....	<b>4</b>
<b>ARTICLE 4</b>	<b>MANAGEMENT RIGHTS</b> .....	<b>7</b>
<b>ARTICLE 5</b>	<b>UNION SECURITY</b> .....	<b>8</b>
<b>ARTICLE 6</b>	<b>CHECK-OFF OF UNION DUES</b> .....	<b>9</b>
	Salary and Union Dues Information .....	9
<b>ARTICLE 7</b>	<b>PERSONNEL FILES</b> .....	<b>10</b>
<b>ARTICLE 8</b>	<b>DISCIPLINE</b> .....	<b>11</b>
	Preamble .....	11
	Verbal Warning .....	11
	Written Warning .....	11
	Suspension or Dismissal .....	12
	Burden of Proof .....	12
	Unjust Suspension or Dismissal .....	12
	Non Culpable Terminations .....	13
<b>ARTICLE 9</b>	<b>GRIEVANCE PROCEDURE</b> .....	<b>13</b>
	Step 1 .....	13
	Step 2 .....	14
	Job Selection Disputes .....	14
<b>ARTICLE 10</b>	<b>ARBITRATION</b> .....	<b>15</b>
	Arbitration Board .....	15
	Single Arbitrator .....	16
	Expenses of Arbitration .....	16
<b>ARTICLE 11</b>	<b>SENIORITY</b> .....	<b>18</b>
	General .....	18
	Seniority Defined .....	18
	Seniority List .....	18

	Calculation of Seniority .....	18
	Retention of Seniority .....	19
	Loss of Seniority .....	20
<b>ARTICLE 12</b>	<b>PROMOTIONS AND STAFF CHANGES .....</b>	<b>21</b>
	Job Postings .....	21
	Contracting Out .....	25
	Role of Seniority in Filling Job Vacancies .....	25
	Training .....	26
	Rate of Pay on Promotion .....	26
	Temporary Transfer to a Higher Rated Job .....	27
	Pay on Temporary Transfer, Lower Rated Job .....	27
	Regular Employees on Temporary Transfer .....	28
	Regular Employees Completing a Temporary Assignment .....	28
<b>ARTICLE 13</b>	<b>LAYOFFS AND RECALLS .....</b>	<b>28</b>
	Definition of Layoff .....	28
	Consultation .....	28
	Layoff Procedure .....	29
	Bumping Procedure .....	30
	Recall Procedure .....	31
	No New Employees .....	33
	Benefits .....	33
	Super Seniority .....	34
	Union Notification of Changes .....	34
<b>ARTICLE 14</b>	<b>RETRAINING .....</b>	<b>34</b>
	Retraining Program .....	34
	Retraining Not Practical .....	35
	Separation Pay .....	35
<b>ARTICLE 15</b>	<b>HOURS OF WORK .....</b>	<b>36</b>
	Preamble .....	36
	Standard Flexible Hours .....	36
	Lunch and Rest Periods .....	37
	Estimated Hours .....	37
	Timekeeping .....	37
	Flex Time .....	38
	Time Off .....	38

	Sick Time .....	39
	Exceptions .....	39
	Application Services .....	39
	Technical Services .....	40
	Service Representatives .....	40
	Employee Representatives of Pacific Blue Cross .....	40
	Computer Operators' Hours of Work .....	41
<b>ARTICLE 16</b>	<b>OVERTIME AND SHIFT DIFFERENTIAL .....</b>	<b>44</b>
	Overtime Rates .....	45
	Shift Differential .....	47
<b>ARTICLE 17</b>	<b>SICK LEAVE POLICY .....</b>	<b>47</b>
<b>ARTICLE 18</b>	<b>LEAVE OF ABSENCE .....</b>	<b>49</b>
	Special Leave .....	49
	Bereavement .....	49
	Court .....	49
	Maternity .....	50
	Union .....	51
	Benefits During Leave of Absence .....	52
	Failure to Return from Leave of Absence .....	52
	Abandonment of Position .....	52
	Adoption/Parental Leave .....	52
	Family Responsibility Leave .....	53
<b>ARTICLE 19</b>	<b>VACATION AND STATUTORY HOLIDAYS .....</b>	<b>54</b>
	Vacation .....	54
	Supplementary Vacations .....	56
	Pro-Rated Vacation Adjustment .....	56
	Unbroken Vacation Period .....	56
	Compensation for Holidays Falling Within Scheduled Vacation .....	57
	Vacation Schedules .....	57
	Vacation Pay on Termination .....	57
	Displaced Vacation .....	58
	Statutory Holidays (Paid) .....	58
	Compensation for Holidays Falling on Saturday and/or Sunday .....	58
	Compensation for Holidays Falling on Scheduled Day Off .....	58

<b>ARTICLE 20</b>	<b>BENEFITS</b>	<b>59</b>
	Union Pension Plan	59
	Group Life Insurance	62
	Optional Life	62
	Dependant Life	63
	Basic Critical Illness	63
	Medical Services Plan	63
	Extended Health Care Plan	64
	Dental Plan	65
	Short Term Disability	66
	Travel Protection Plan	67
	Long Term Disability	67
	Severance Policy of Pacific Blue Cross	68
	Retired Employees (Dental and Extended Health)	69
<b>ARTICLE 21</b>	<b>POLICIES CONCERNING THE SERVICE REPRESENTATIVES</b>	<b>71</b>
<b>ARTICLE 22</b>	<b>SPECIAL CONDITIONS</b>	<b>71</b>
	Taxi Service	71
	Protective Clothing and Equipment	71
	Annual Hearing Tests	71
	Legal Assistance	72
	Bulletin Board	72
	Picket Line	72
	No Deduction for Accidental Damage	72
	Cash Shortages	72
	Harassment	73
	First Aid Attendants	73
	Casual Employees	73
	Additional Life Insurance	74
<b>ARTICLE 23</b>	<b>JOINT COMMITTEES</b>	<b>74</b>
	The Labour Management Committee	74
	Health and Safety Committee	76
	Employee Assistance Program	76
	Pension Committee	76

<b>ARTICLE 24</b>	<b>SPECIAL CONDITIONS RE: PAYMENT OF WAGES AND ALLOWANCES</b>	<b>77</b>
	Education Allowances	77
	Mileage Allowance — Casual Use	78
	Workers' Compensation Pay Supplement	78
	Injury Pay Provisions	78
	Pay Days	79
	Vacation Pay	79
	Appointments Requested by Employer	79
<b>ARTICLE 25</b>	<b>WAGE AND INCREMENT SCALE</b>	<b>80</b>
	Promotions	81
	Salary scale effective:	
	August 1, 2010	82
	August 1, 2011	83
	August 1, 2012	84
	August 1, 2013	85
	Surplus Sharing Arrangement	86
<b>ARTICLE 26</b>	<b>C.O.L.A.</b>	<b>86</b>
<b>ARTICLE 27</b>	<b>RECLASSIFICATION AND/OR NEW POSITIONS</b>	<b>87</b>
	No Reduction in Wages	88
<b>ARTICLE 28</b>	<b>PRINTING OF COLLECTIVE AGREEMENT</b>	<b>88</b>
<b>ARTICLE 29</b>	<b>RETROACTIVITY</b>	<b>88</b>
<b>ARTICLE 30</b>	<b>TERM OF AGREEMENT</b>	<b>88</b>
<b>LETTER OF UNDERSTANDING NO. 1</b>		
	Union Expenses	90
<b>LETTER OF UNDERSTANDING NUMBER 2</b>		
	EHC Off-Site Assessors	91
<b>LETTER OF UNDERSTANDING NUMBER 3</b>		
	Production Control Flex Hours	96
<b>LETTER OF UNDERSTANDING NUMBER 4</b>		
	Job Sharing	97
<b>LETTER OF UNDERSTANDING NUMBER 5</b>		
	Performance Measurement	100

<b>LETTER OF UNDERSTANDING NUMBER 6</b>	
Customer Contact Positions .....	101
<b>LETTER OF UNDERSTANDING NUMBER 7</b>	
Salary Scales — Applications & Technical Services Departments .....	102
<b>LETTER OF UNDERSTANDING NUMBER 8</b>	
Structure — Group Client Development .....	103
<b>LETTER OF UNDERSTANDING NUMBER 9</b>	
Former UFCW Employees .....	104
<b>LETTER OF UNDERSTANDING NUMBER 10</b>	
Help Desk .....	106
<b>LETTER OF UNDERSTANDING NUMBER 11</b>	
Six (6) Day Operation .....	107
<b>LETTER OF UNDERSTANDING NUMBER 12</b>	
Standby Coverage .....	108
<b>LETTER OF UNDERSTANDING NUMBER 13</b>	
Afternoon Shifts .....	110
<b>LETTER OF UNDERSTANDING NUMBER 14</b>	
Call Center Structure and Job Postings .....	111
<b>LETTER OF UNDERSTANDING NUMBER 15</b>	
New Business Opportunities .....	112
<b>LETTER OF UNDERSTANDING NUMBER 16</b>	
BC Life Claims Services Salary Scale .....	113
<b>LETTER OF UNDERSTANDING NUMBER 17</b>	
Phased-In Retirement Plan .....	114
<b>LETTER OF UNDERSTANDING NUMBER 18</b>	
Extended Health Care Plan .....	116
<b>LETTER OF INTENT NUMBER 1</b>	
Harassment Policy .....	117
<b>LETTER OF INTENT NUMBER 2</b>	
Career Path Courses .....	118
<b>APPENDIX A</b>	
Job Evaluation Maintenance Procedure .....	119
<b>APPENDIX B</b>	
Job Classifications .....	130
<b>INDEX</b> .....	136

## ARTICLE 1 — OBJECTIVES

WHEREAS it is the goal of the Employer and the Union, hereafter referred to as the parties of this Agreement:

- 1.01 To establish, maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- 1.02 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
- 1.03 To encourage efficiency in operation;
- 1.04 To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto, in consideration of the mutual agreement and covenants hereinafter contained, agree each with the other as follows:

- 1.05 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate against any person in matters of hiring, rates of pay, training, promotion, transfer, layoff, dismissal or in any other matter because of race, colour, creed, national origin, age, sex, marital status, or sexual orientation.

## ARTICLE 2 — DEFINITIONS

### 2.01 Probation

- (a) Probation is defined as the initial period of time during which a new employee is reviewed and monitored to determine the employee's suitability for permanent hire or placement.
- (b) The probationary period shall be for a period of six (6) months worked. In the event of significant absence

from work for any reason during this period, the probationary period shall be extended by an equal number of working days.

- (c) Regular part-time and temporary employees are required to work the equivalent in hours of Regular Full Time Employees with respect to the probationary period.
- (d) For the purpose of computing pay, the probationary period shall be considered satisfied at the end of the normal working day on which probation is considered complete.
- (e) In special cases where in the opinion of the employee's manager the established probationary period has not been long enough to establish competence or suitability it may be extended up to an additional three (3) months worked by mutual agreement between the Employer and the Union, providing two (2) weeks notice of such extension is given. Such extension shall be confirmed in writing. If the probationary period for an employee is extended, the employee will, upon satisfactory completion of the extended probationary period, proceed to the next step.
- (f) In the event the employee fails to prove competency or suitability during the probationary period, she/he shall be terminated.
- (g) The term "probation" shall not be used in reference to disciplinary action.
- (h) No employee shall be eligible to apply for a posting for promotion, transfer to a lower rated job classification, or lateral transfer while serving a probationary or trial period, except by mutual agreement of the Employer and the Union.

**2.02 Regular Full-Time**

Regular full-time employee shall be an employee who is employed on a full-time basis and has successfully completed the initial probationary period.

**2.03 Regular Part-Time**

Regular part-time employee shall be an employee who has completed the probationary period and who works twenty (20) or more hours per week on a regular basis.

**2.04 Temporary**

(a) A Temporary employee shall be an employee who is employed on a temporary basis. Should such employee's term of employment exceed six (6) calendar months benefits shall be available immediately upon satisfying eligibility requirements in accordance with Clause 2.04(d). Any temporary employee whose term of employment exceeds six (6) calendar months shall receive sick leave entitlements, vacation and all benefits with the exception of Short Term Disability and Long Term Disability. Temporary employees shall be eligible to join the Union Pension Plan in accordance with Clause 2.01(a).

A temporary position for the purpose of augmenting regular staff shall be no longer than twelve (12) calendar months unless mutually agreed between the Employer and the Union. For the purpose of replacing regular staff on maternity/paternity leave, a temporary position shall be no longer than sixteen (16) calendar months unless mutually agreed between the Employer and the Union.

- (b) Upon becoming a regular employee in the job description to which she/he was hired as a temporary employee, time worked currently in that job description as a temporary employee will be applied as time served toward the probationary period for that position.
- (c) However, in the event that a temporary employee becomes a regular employee in a different job description, she/he must serve a probationary period as outlined in Clause 2.01. Upon satisfactory completion of the probationary period, her/his seniority date shall be retroactive to the current date of hire as a temporary employee.
- (d) Time spent as a temporary employee will also be applied to waiting periods for benefits.

2.05 **Trial**

- (a) Trial period shall refer to the period of time served when a regular employee is the successful applicant for an internal position.
- (b) The trial period shall be for a period of six (6) months worked. In the event of significant absence from work for any reason during this time the trial period shall be extended by an equal number of working days.
- (c) Where in the opinion of the employee's manager the trial period has not been long enough for the employee to demonstrate an ability to perform the job it may be extended up to an additional three (3) months worked by mutual agreement between the Employer and the Union, providing two (2) weeks notice of such extension is given. Such extension shall be confirmed in writing. If the trial period for an employee is extended, the employee will, upon satisfactory completion of the extended trial period, proceed to the next step retroactive to the completion date of six (6) months worked.

**ARTICLE 3 — UNION RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local No. 1816, as the sole and exclusive collective bargaining agency for all of its employees within the bargaining unit, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters covered by this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 The bargaining unit shall be all employees except for the following:
  - President
  - Vice Presidents
  - Senior Vice Presidents

- Controller
- Director
- Managers
- Assistant Managers
- Security Officer, IT
- Human Resources Assistants
- One Data Base Administrator — Brian Lee
- Internal Auditor(s)
- Executive Assistants
- Webmaster
- Project Managers
- Account Managers
- Actuarial Assistant
- Actuarial Analyst
- Senior Actuarial Analyst
- Associate Actuary
- Senior Associate Actuary
- Pricing Actuary
- Valuation Actuary
- Vocational Rehabilitation Consultant — Dawn Higgins
- Data/Software Architects
- Network Specialist
- Security Administrator

Should the Employer wish to exclude a position, the Employer shall meet with the Union and provide reasons for such exclusion. Should the parties fail to reach mutual agreement, the Union shall have the right to pursue the disagreement through the grievance/arbitration procedure.

- 3.03 The Employer agrees to notify the Union in writing within five (5) working days wherever possible, when an employee covered by this Agreement is hired, promoted, demoted, transferred, suspended, laid off or terminated.
- 3.04 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

3.05 The Employer agrees to supply to the Local Union President, once yearly during the month of December, pertinent facts about the Union benefit plans, to include:

- (a) contributions by the Employer and the employee;
- (b) statement of claims and/or expenses paid.

3.06 The Union will supply the Employer with the names of its Officers and Shop Stewards. Likewise the Employer will supply the Union with a written list of its Management personnel with whom the Union may be required to transact business. Officers and Management will be introduced to one another following Union elections.

It is agreed by the Employer that written correspondence to the Union relating to this agreement shall be sent by mail to the Recording-Secretary of the Union.

3.07 (a) The Employer shall recognize all Union Officers, Shop Stewards and members of Union committees elected or appointed by the Union and shall not dismiss, discipline or otherwise discriminate against such persons for carrying out the duties proper to their positions.

(b) Any Union Officer and/or Shop Steward shall be allowed reasonable time to respond to Employer's correspondence, investigate and process grievances or confer with other Officers or Stewards of the Union during regular working hours, without loss of pay. The Officer or Steward will obtain permission from her/his Manager before leaving her/his work area for such purposes, and such permission will not be unreasonably denied. Upon entering a department other than her/his own, the Officer or Steward shall inform the Manager of that department of the reason she/he is there.

(c) All meetings to discuss work related issues with the Employer will be on Company time.

(d) A representative of the Union shall be given an opportunity to orientate new employees with their rights and responsibilities under the Collective Agreement. Orientation will take place within regular

working hours, but not during core hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment.

(e) Shop Stewards shall have the right to hold departmental meetings as deemed necessary, provided a member of the Union Executive Board and the Department Manager or designate have been consulted in advance and have agreed in writing to the scheduled time of such meeting.

3.08 The Employer agrees to acquaint job applicants prior to hiring with the fact that a Union Agreement is in effect pursuant to Article 5 and Article 6.

On commencing employment, the employee's Manager shall introduce the new employee to her/his Shop Steward. The Shop Steward will provide her/him with a copy of the Collective Agreement.

3.09 Any employee engaged in shift work which coincides with a Union membership meeting shall have the right to attend such meetings without loss of pay.

This provision shall not apply to any employee covered under Clauses 15.01–15.11 inclusive.

3.10 The Union shall have the right to have assistance of representatives of CUPE, including job evaluation and legal advisors, when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises during normal business hours and shall notify the Employer on her/his arrival, or in advance if possible. It is agreed that there shall be no undue interference with work during these occasions.

#### **ARTICLE 4 — MANAGEMENT RIGHTS**

4.01 The management and control of the Employer's operations, and the direction of the working force, shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement.



### **Non Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the work force in a discriminatory manner.

- 4.02 The Employer shall maintain written information concerning current regulations, which shall be made available to all employees in the Bargaining Unit including posting electronically in the public folders. From time to time the Employer may make or alter rules and regulations to be observed by its employees (such rules and regulations shall observe the provisions of this Agreement). The Union President will be advised in writing of any new rules or amendments prior to implementation.

### **ARTICLE 5 — UNION SECURITY**

- 5.01 All employees who are members of the Union as of September 1, 1975 and all employees hired after September 1, 1975 shall become and/or remain members of the Union in good standing as a condition of employment.
- 5.02 Application for Union membership in accordance with Clause 5.01 shall be made within thirty (30) days of hire.
- 5.03 Work presently performed by employees within the bargaining unit will not be performed by non-bargaining unit employees. It is recognized there are areas where overlap of work exists between management and bargaining unit employees. It is not the intention this provision precludes management from continuing to perform this overlap work. The exception to this shall be non-bargaining unit personnel who find it necessary to perform such work in cases of emergency, or for instructional purposes.

### **ARTICLE 6 — CHECK-OFF OF UNION DUES**

- 6.01 The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Secretary-Treasurer not later than the fifth (5th) day of the following month. On the same day the Employer shall supply the Secretary-Treasurer with an updated list of job groupings, steps and salaries for all members in the Bargaining Unit.

The amount of union dues paid by each union member shall be indicated on the Income Tax (T-4) slips prepared by the Employer.

#### **6.02 Salary and Union Dues Information**

Pacific Blue Cross will provide the Union with a monthly report showing the following:

- (1) Employee number
- (2) Employee name
- (3) Salary paid subject to Union dues. This total would include:
  - (a) basic pay
  - (b) shift differential
  - (c) "stat" days paid
  - (d) holiday pay paid
  - (e) pay loss
  - (f) overtime
  - (g) C.O.L.A.
  - (h) flex time payout
  - (i) pager allowance
  - (j) sick pay bonus

- (4) Union dues deducted as per Union By-Laws
- (5) Initiation fees and/or special assessments
- (6) Employee addresses shall be supplied to the Secretary-Treasurer of the Union.

It should be noted that the “basic pay” (Item 3 (a) above) would be the employee’s regular monthly salary unless there has been an increase during the month, in which case the amount indicated would be the average of the two. Example: Regular pay March 1 \$2,500, increase to March 16 to \$2,600. Basic pay indicated for the month of March would be shown as \$2,550.

### ARTICLE 7 — PERSONNEL FILES

- 7.01 Employees shall have access to their personnel file upon request. It is agreed that such access shall be by appointment as mutually agreed to by the Human Resources Manager and Employee. Employees have the right to insert written, signed and dated comments to any document contained therein.
- 7.02 Any access and review of personnel files shall only take place with a Human Resources Officer present. The employee shall have the option to have a steward present during the review of her/his personnel file. Employees, and with the employee’s written permission, the Union may request photocopies of any material in their personnel file. Such requests will not be unreasonably denied.
- 7.03 Divulging of employee information is not permitted except as normally required for insurance coverage, Pacific Blue Cross job application review, etc. Extraordinary requests for information may be replied to in writing only, and must be forwarded to the employee concerned for her/his transmission or otherwise as she/he may decide.
- 7.04 It is understood and agreed that there shall be no written complaint(s) in any employee’s Personnel File(s) of which the employee is unaware.

### ARTICLE 8 — DISCIPLINE

#### Preamble

This Article shall be administered in conjunction with the Employee Assistance Program policies.

- 8.01 This article shall be applicable to any complaint which may be detrimental to an employee’s advancement or standing with the Employer.
- 8.02 Discipline shall be comprised of the following progressive procedure. Each step of this procedure is contingent upon the previous step.

Prior to any step of the following discipline procedure occurring, the affected employee and the appropriate shop steward shall be given a reasonable amount of advance notice.

An employee shall have the right to have her/his Steward present at any meeting with supervisory personnel which the employee believes might be the basis of disciplinary action.

#### (a) Verbal Warning (Shop Steward Required)

Whenever the Employer deems it necessary to censure an employee, the Employer shall meet with the employee and her/his Shop Steward regarding the complaint. The Manager shall inform the employee of the reason for the meeting. If the problem is resolved at this stage, this complaint shall not at any time become part of the employee’s Personnel File.

The Employer shall indicate time limit for such complaint to be resolved (up to six (6) months).

A memo outlining the areas of concern and agreed upon time limits will be signed by all parties.

#### (b) Written Warning (Adverse Report — Shop Steward and Chief Shop Steward Required)

If such complaint is not resolved within the specified time period agreed upon, the employee shall be notified in writing of any expression of dissatisfaction concerning her/his work.

This written document shall constitute an Adverse Report and the Employer shall notify the employee that failure to resolve, by a given date, the complaint documented in the Adverse Report may lead to suspension or dismissal.

The employee's reply to such Adverse Report shall become part of her/his record with a copy attached to all copies of the Adverse Report. A copy of the Written Warning must be signed by the employee, her/his Manager and the Chief Shop Steward. Signatures are for the purpose of acknowledging receipt of the Adverse Report only. The document(s) shall be forwarded to the Union and the Human Resources Department.

If this procedure is not followed, such expression of dissatisfaction shall not become part of her/his record or be used against her/him at any time.

A time period specified in the Adverse Report will be set for resolution of such complaint. This Report shall remain in the employee's file up to a maximum of eighteen (18) months provided there is no re-occurrence of the same problem(s).

**(c) Suspension or Dismissal  
(Chief Shop Steward Required)**

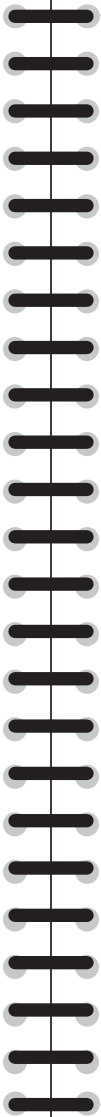
An employee may be suspended or dismissed subsequent to a written warning or for just cause without notice. At any step of this progressive discipline procedure the employee shall have the right to the established grievance procedure.

**8.03 Burden of Proof**

In cases of discipline and/or suspension or dismissal, the burden of proof of just cause shall rest with the Employer.

**8.04 Unjust Suspension or Dismissal**

An employee who has been unjustly suspended or dismissed shall be immediately reinstated in her/his former position without loss of pay or seniority.



She/he shall be compensated for all time lost at the daily rate equal to her/his normal daily rate of pay as provided for in the pay period immediately preceding such dismissal or suspension (plus any earned increments) or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or dismissal shall not be deducted from any award made under this Article unless otherwise determined by the parties or by a Board of Arbitration.

**8.05 Non Culpable Terminations  
(Chief Shop Steward Required)**

When the Employer intends to terminate an employee for non culpable reasons, the employee will have the right to have a Shop Steward or Union Representative present at the termination meeting.

**ARTICLE 9 — GRIEVANCE PROCEDURE**

9.01 In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violations of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner.

**9.02 Step 1**

(a) Such a difference shall first be reduced in writing and taken up by the employee and a representative of the Union with the employee's immediate Manager within ten (10) Pacific Blue Cross working days of the occurrence of the alleged difference or grievance.

Within ten (10) Pacific Blue Cross working days of receiving the grievance, the Manager shall provide a written response to the Employee with a copy to the Union.

(b) Pursuant to 12.02 (h) the employee shall have ten (10) Pacific Blue Cross working days from receiving the Employer's written response to file a grievance.

9.03 **Step 2**

Failing settlement within ten (10) Pacific Blue Cross working days of the Manager's response, the grievance may be advanced to a Grievance Committee of the Employer and a Grievance Committee of the Union. Both Committees shall be equal in number and each Committee shall be limited to a maximum of three (3) representatives. In addition, the Grievor may also attend. Each Committee shall, if it so desires, have its advisors in attendance when meetings are called.

Failing settlement within ten (10) Pacific Blue Cross working days by the two Committees, the grievance may be referred to Arbitration as per Article 10.

9.04 Should the Employer or the Union initiate the grievance, the matter shall be dealt with between the Grievance Committee of the Employer and the Grievance Committee of the Union, as set out in Section 9.03 of this Article.

9.05 Layoff grievances shall be initiated at Grievance Committee stage of this Article.

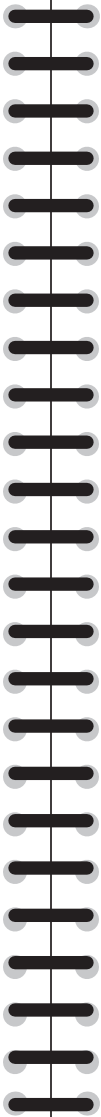
9.06 Whenever a stipulated time is mentioned herein the said time may be extended by mutual consent of the parties. Working days shall mean days on which Pacific Blue Cross is open for business to the public.

9.07 After a grievance has been initiated, the Employer shall not enter into discussions or negotiations with respect to the grievance with the aggrieved employee without the consent of the Union.

9.08 **Job Selection Disputes**

Job Selection disputes will be handled in an expedited manner.

An employee who wishes to dispute a selection decision, must file a grievance within five (5) working days of being notified of the reasons as provided by Clause 12.02 (h).



Within five (5) working days of being notified of the grievance, the Manager of Human Resources, the Manager of Labour Relations and the Union will meet to discuss the employee's grievance.

Within five (5) working days of the meeting, the employer shall provide a written response to the employee with a copy to the Union.

Within five (5) working days of the Employer's response the Union will advise if they wish to pursue the grievance. If the Union decides to pursue the grievance, the dispute will be referred to Rod Germaine, or alternate as agreed to by the parties, for expedited mediation.

The parties agree that the mediation process is not binding. Should the parties fail to resolve the dispute at mediation, the grievance may be advanced to arbitration.

The successful appointee will be notified of the selection grievance, and will assume the position on a temporary basis until the grievance is resolved.

**ARTICLE 10 — ARBITRATION**

10.01 (a) **Arbitration Board**

A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall within five (5) working days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be Chairperson.

Should the representatives fail to select such a third member within five (5) working days from the appointment of the last representative, either party may request the "Director of the Collective Agreement Arbitration Board" to appoint a Chairperson.

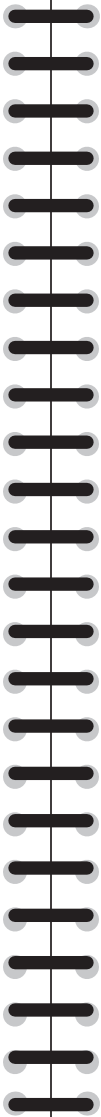
**(b) Single Arbitrator**

- (i) As an alternative to a three (3) person Arbitration Board in Clause 10.01 (a) above, the parties may agree to a single arbitrator.
- (ii) The parties agree to the following as single arbitrators:
  - Robert Diebolt
  - David McPhillips
  - Colin Taylor
  - Marguerite Jackson
  - John Steeves
  - Rod Germaine
  - Emily Burke
- (iii) Selection of the single arbitrator shall be by each party eliminating up to three (3) names. The remaining name(s) shall be deemed to be agreed.
- (iv) The parties agree to request a verbal decision from the arbitrator at the conclusion of the hearing, which shall be held within thirty (30) days of the arbitrator agreeing to the terms of appointment. A written award shall be issued within thirty (30) days of the conclusion of the hearing.
- (v) In the event the arbitrator cannot comply with the terms of the appointment in regard to timeliness, the parties will meet to agree on another arbitrator.
- (vi) The arbitration award shall be final and binding on the parties.

**10.02 Expenses of Arbitration**

- (a) Employees required to attend arbitration hearings shall receive permission to be absent from work without pay except as set out in (b) below.

The Union will reimburse the Employer for any witnesses it requests or requires. Time spent at the arbitration will be considered earned as straight time and will be for Pacific Blue Cross working days only.



- (b) During arbitration hearing the Employer agrees to time off, without loss of pay or benefits for two elected Union representatives.
- (c) Each party shall be responsible for the remuneration and expenses of its own witnesses and appointee.
- (d) Each party shall pay one-half of the remuneration and expenses of the Chairperson of the Arbitration Board.

10.03 The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

10.04 Should the Board of Arbitration find that an employee has been suspended, dismissed or demoted for other than just cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension, dismissal or demotion, less any monies the employee may have received as compensation for working or not working, or such lesser sum as in the opinion of the Board is fair and reasonable; provided always that any order the Board of Arbitration may make is made with due regard to the terms of this Agreement.

10.05 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, or a substitute agreed to by the parties, shall by mutual agreement of both parties:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written award to resolve the difference.

Within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

10.06 Whenever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties. Working days shall mean days on which Pacific Blue Cross is open for business to the public.

**ARTICLE 11 — SENIORITY**

**11.01 General**

The parties hereto recognize that all employees are entitled to a measure of employment security based on seniority; and that the employee shall accrue certain reference in this respect as provided in this Agreement.

**11.02 Seniority Defined**

Seniority is defined as the length of service in the Bargaining Unit including service with the Employer prior to certification of the Union.

**11.03 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union annually, not later than March 31st. A separate list will be maintained for regular full-time employees, regular part-time employees and temporary employees.

Where two (2) or more employees have the same date of hire, the last three (3) digits of their social insurance number will be used to determine their placement on the seniority list. The employee with the lower number will be considered senior.

**11.04 Calculation of Seniority  
(in accordance with Clause 11.02)**

**(a) Regular Full-Time Employee**

Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer.

**(b) Regular Part-Time Employee**

Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date of hire and accumulated in the same proportion which time worked bears to full-time.

**(c) Temporary Employee**

Seniority shall not be established for temporary employees except as provided for in Clause 2.04.

**11.05 Retention of Seniority**

It is agreed between the parties that seniority shall be retained and/or accumulated on the following basis:

- (a) Employees who are laid off after six (6) calendar months service but less than one (1) years service shall retain and accumulate seniority for a period of six (6) calendar months;
- (b) Employees who are laid off after one (1) year or more of service with the Employer shall retain and accumulate seniority for a period of one (1) year.

Employees who are laid off after five (5) years or more of service with the Employer shall retain and accumulate seniority for a period of eighteen (18) months.

- (c) Employees absent due to a bona fide sickness or injury, provided such sickness or injury is attested to by a licensed physician, shall retain and accumulate seniority for a maximum period of two (2) years at which time the employee's situation shall be reviewed by the Union Executive Board and a Management Committee. An employee who is absent in excess of two (2) years shall be provided employment at the earliest opportunity after she/he has notified the Employer of her/his availability. An employee offered employment under this provision must accept the first position being offered, provided the new position is comparable to her/his original position prior to such illness or injury. Such employment shall be subject to an opening occurring appropriate to her/his qualifications, ability, and physical condition unless the employee has elected to accept severance from the Employer pursuant to Clause 20.09.
- (d) Employees who have been granted an authorized leave of absence up to one (1) year shall retain and accumulate seniority.

(e) Employees temporarily or permanently transferred to a position outside the Bargaining Unit shall retain seniority for a period of six (6) calendar months. This may be extended by mutual agreement of the parties.

**11.06 Loss of Seniority**

An employee shall lose her/his seniority in the event:

- (a) She/he is dismissed for just cause and is not reinstated;
- (b) She/he submits her/his resignation to the Human Resources Manager and does not revoke her/his resignation within two (2) working days. If after two (2) working days, upon the mutual agreement of the Union and the Employer the revocation may be accepted. Such revocation within two (2) working days will be accepted the first time, but thereafter the Employer retains the right to refuse the reversal of a resignation.
- (c) She/he is laid off for a period longer than provided in Article 11.05 (b);
- (d) She/he does not respond to recall, in accordance with Article 13.
- (e) She/he is temporarily or permanently transferred to a position outside the Bargaining Unit and does not return to her/his former position in the Bargaining unit within six (6) calendar months. This may be extended by mutual agreement of the parties.

11.07 Notwithstanding provisions contained in this Article, it is agreed and understood that where the successful applicant is either a regular part-time or temporary employee, her/his seniority shall be carried into the new position. Temporary employee seniority shall be as defined in Clause 2.04.

11.08 If an employee is temporarily or permanently transferred to a position outside the Bargaining Unit, such employee shall have the right to return to her/his position in the Bargaining Unit within six (6) calendar months. No employee shall be forced to accept a position outside the Bargaining Unit against her/his wishes.

11.09 If an employee is unable, through injury, illness or advancing years, to perform her/his normal duties, the Employer shall make every effort to provide alternate suitable employment. Such employee shall not displace an employee with more seniority.

**ARTICLE 12 — PROMOTIONS AND STAFF CHANGES**

12.01 Existing classifications shall not be eliminated or changed without prior agreement with the Union and such agreement shall not be unreasonably withheld.

**12.02 Job Postings — Full-Time and Part-Time Permanent Postings**

- (a) The Employer shall fill job vacancies from within the Bargaining Unit before hiring new employees provided there are employees available who satisfy the posted requirements as in Clause 12.02 (c). Each job vacancy shall be posted on the Union bulletin board on the Employer's premises for at least five (5) working days, with a copy sent to the Local Union President. Postings may be cancelled within this time period of five (5) working days. Outside applicants shall satisfy posted requirements; otherwise the job vacancy shall be re-posted.
- (b) All temporary openings in excess of twelve (12) weeks shall be posted. An employee will not be assigned to any assignment, in the same job classification, beyond the original twelve (12) weeks without union agreement. The request for mutual agreement will be made two (2) weeks prior to the end of the assignment and the employee will continue in such assignment until a union response has been provided. For temporary openings of twelve (12) weeks or less, if the Employer decides that the job should be filled, the job shall be awarded on a seniority basis within the department provided she/he is able to perform the job. Such employee shall receive either the trainee or qualified rate of pay depending on qualifications.

(c) The order of selection for all positions (except EHC Benefit Examiners) will be:

(1) Qualified:

- (i) Eligible — Regular full-time or Regular part-time employees who have satisfied the posted requirements and have completed the probationary or trial period.
- (ii) Ineligible — Regular full-time or Regular part-time employees who have satisfied the posted requirements and there is mutual agreement between the Union and the Employer to waive Clause 2.01 (h), 12.11 or 12.12.
- (iii) Temporary employees who have satisfied the posting requirements and have completed their probationary period in their temporary assignment.
- (iv) Trainees — when Clause 12.06 is applicable, trainees will be selected in the order established by (i), (ii) and (iii) above and who satisfy the posted requirements for a trainee.
- (v) External Applicants.

(2) Exception to Qualified/EHC Examiners/ Temporary Postings:

Internal applicants will be tested. The senior person who achieves at least seventy percent (70%) shall be awarded the position at the position's rate of pay. If none of the persons tested achieves seventy percent (70%), but one or more of the persons tested achieves at least sixty percent (60%), then the senior person achieving at least sixty percent (60%) will be awarded the position as a trainee at the trainee's rate of pay.

(3) Exception to Qualified/EHC Examiners/ Permanent Postings:

Internal applicants with six (6) months experience in that classification who apply for the permanent

position shall be given preference, in seniority order. If there are no such internal applicants, then the method of selection outlined in the Temporary Posting for EHC Examiners shall apply. For the purposes of this paragraph, experience greater than thirty-six (36) months prior to the permanent posting shall not count in the calculation of six (6) months experience.

- (d) Job postings shall be the job description for the position to be filled, and shall include the following: prerequisite qualifications as established in the Job Description, duration, shift and wage or salary range.
- (e) Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In such cases, the cause for the application being late must be indicated.
- (f) Within twenty-two (22) Pacific Blue Cross working days following the posting of a vacancy on the Union bulletin board, all applicants shall be notified of the posting decision. At the same time, the Union shall be advised of the names of all applicants, including the successful applicant. If any late applications have been received, the twenty-two (22) day limit may be extended by the number of days the application(s) was late. The successful applicant shall assume the new position within fifteen (15) Pacific Blue Cross working days of notification unless otherwise agreed to by the Employer and the Union.
- (g) If within twenty (20) working days the Employer finds it necessary to post an identical position, the posting may be waived and the Employer will consider previous applicants. The Union shall be notified in writing of such action and all applicants of the original posting shall be advised of reconsideration for a second vacancy.



- (h) Upon request, unsuccessful applicants shall be given reasons in writing which shall not become a part of the employee's personnel file unless a grievance is subsequently filed.
- (i) Advice in writing about vacancies outside the Bargaining Unit up to and including the first currently existing Non-Union position in each department shall be posted on the Union bulletin board for at least three (3) days with a copy sent to the Local Union President.
- (j) No regular position shall be filled by other than regular employees until all provisions applying to regular employees have been fulfilled.
- (k) If a posted vacancy is not filled within sixty (60) calendar days, it shall be re-posted.
- (l) Temporary employees shall have the right to apply for any posted positions as provided for in Clause 12.02 (c) and will be given selection preference over external hires in Job Groups 1 to 4 where specialty training is not required. Selection preference means that Temporary employees will be considered if they meet the Trainee requirements in advance of hiring externally, but does not confer seniority rights to temporary employees.

12.03 (a) No employee shall be forced to accept a change in position without her/his consent unless her/his former position is redundant or obsolete, subject to Clause 13.02.

(b) No employee shall be transferred to another position without her/his consent. If an employee accepts transfer to another position, she/he shall have the right to return to her/his former position at her/his former rate, without loss of seniority, within twenty (20) working days, and any other employee affected by the transfer shall be returned to her/his former position at her/his former rate, without the loss of seniority.

If the employee remains in the position after twenty (20) working days the remainder of the required trial period

shall apply. This period of time may be extended upon mutual agreement between the Union and the Employer.

- (c) The Employer agrees to outline objectives to be achieved by the Employee in order to successfully complete the requirements of the trial period.
- (d) During the trial period, if any successful applicant proves incapable of performing a new job, the applicant shall be returned to her/his former position at her/his former rate of pay, with no loss of seniority. If the former position is not available, a suitable similar position will be offered.
- (e) When an employee transfers to a position paying a lower rate as a result of a job posting her/his salary shall be reduced to the appropriate job group and she/he may remain at her/his current step or may be reduced by one step, depending on her/his practical training and knowledge.
- (f) When an employee makes a lateral move her/his salary may remain at her/his current step or may be reduced by one step, depending on her/his practical training and knowledge.

#### 12.04 Contracting Out

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or Non-Union employee, if equipment and willing staff with the ability to perform the job are available.

In the event that required deadlines cannot be met, the Union agrees to discuss this issue with Management.

#### 12.05 Role of Seniority in Filling Job Vacancies

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;

(b) the principle that job opportunity may increase in proportion to length of service.

In filling job vacancies, including new positions, promotions, transfers, whether permanent or temporary, the job shall be awarded to the senior applicant provided she/he is able to satisfy the posted requirements stated in Clause 12.02 (c).

**12.06 Training**

The Employer shall inaugurate and maintain a system of “on-the-job” training.

The Employer will determine, at the time of the job posting, as to whether a trainee position with lesser qualifications would be accepted when there are no qualified applicants. However, in the case of Job Groups 1 to 4, where specialty training is not required (where prerequisite qualifications are not part of PBC’s course curriculum e.g. Accounting), candidates who meet the Trainee requirements will be considered in advance of external candidates for the position as a Trainee. For Job Groups five (5) or higher the Employer will indicate if Trainees will be considered on the posting. The successful trainee will be paid at a salary level that is one pay grade lower than the regular grade.

The Company undertakes to provide appropriate training for a period of six (6) months, and such period shall be considered a trial period.

Upon successful completion of the training period the employee will receive the correct rate of pay for the position.

**12.07 Rate of Pay on Promotion**

When an employee is promoted to another classification and such promotion shall not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in her/his new classification which will provide an immediate increase of at least fifty dollars (\$50) over her/his previous salary rate. The date of promotion to the new classification shall become the date for the application of the salary progression.

**12.08 Temporary Transfer to a Higher Rated Job**

(a) An employee temporarily relieving in a higher classification for three (3) hours or more in any one (1) day shall be paid at the higher rate for such hours in the higher classification. If an employee is required to work at a higher classification on a recurring basis, i.e., scheduled numbers of hours each day, each week or each month, in these cases the higher rate of pay shall apply for such hours in the higher classification. The temporary opportunity shall be offered by seniority to the most senior employee in the department who is able to perform the work.

(b) If an employee is permanently promoted to a Bargaining Unit position in which she/he has been acting, time spent in the acting position shall be considered as time served towards the probationary/trial period providing such time has been spent in the acting position within twelve (12) months prior to the promotion.

**12.09 Pay on Temporary Transfer, Lower Rated Job**

(a) When a regular employee is temporarily assigned to a position paying a lower rate, to suit the convenience of the Employer, her/his salary shall not be reduced. The term of such assignment shall not normally exceed three (3) months unless mutually agreed by the parties.

(b) When a regular employee is temporarily assigned to a new position paying a lower rate, to suit the convenience of the employee, her/his salary shall be reduced to her/his current step of the appropriate job group.

(c) When a regular employee makes a temporary lateral move, her/his salary shall not be reduced and movement on the salary scale shall not be affected.

12.10 An employee shall be covered by the Collective Agreement during the period of a temporary transfer outside the Bargaining Unit. Such transfer period will not exceed six (6) months, except for maternity and illness coverage, unless mutually agreed, in writing, by the parties.

**12.11 Regular Employees on Temporary Transfer**

Regular employees who temporarily transfer to another position in the bargaining unit shall remain in the temporary position for the period of the posted assignment except as follows:

- (1) exercises the provisions set out in Clause 12.03(b);
- (2) is awarded a regular full-time position other than the position originally transferred from;
- (3) by mutual agreement between the Union and the employer.

**12.12 Regular Employees Completing a Temporary Assignment**

A regular employee who completes her/his temporary assignment shall not be permitted to temporarily transfer to another position for a period of three (3) months, without the mutual agreement between the Employer and the Union.

**ARTICLE 13 — LAYOFFS AND RECALLS**

**13.01 Definition of Layoff**

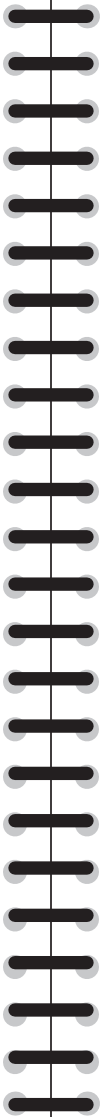
A layoff shall be defined as a reduction in the workforce or a reduction in the hours of work.

**13.02 Consultation**

The application and operation of the Layoff and Recall procedures shall be subject to prior joint Employer/Union consultation.

These provisions shall come into force only if notice of layoff would otherwise be the Employer's course of action.

- (a) The Employer undertakes to inform the Union of any proposed action under these provisions with enough notice to enable the Parties to consult and agree on action required. Further, the Employer shall not involve the affected employee(s) prior to consultation and agreement between the Union and the Employer.



The parties agree mitigation strategies are preferred over the layoff of employees. As such, the Parties agree to discuss mitigation strategies such as phased-in retirement, EI Workshare program, voluntary layoff, job share or other mitigation programs, subject to operational requirements. The terms and conditions of a phased-in retirement plan are outlined in LOU 17.

- (b) The Executive Board of CUPE 1816 and the designated employer representatives shall have the authority to waive certain provisions of Clauses 12.01; 12.02; 12.03 (b), (c) and 12.05 in order to facilitate full employment within the organization.
- (c) Any employee, as outlined in (a) and (b) above, assuming new duties in order to remain employed by the organization shall remain in their existing classification with all associated wages and benefits for a period of six (6) months whereupon she/he shall assume the new classification with all associated wages and benefits.

**13.03 Layoff Procedure**

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their Bargaining Unit seniority within the classification. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is able to satisfy the requirements of the job description and specifications of the less senior employee. If a laid off employee requests to bump into a position for which she/he does not have the qualifications to satisfy job requirements, the employee shall nevertheless be considered if it can be reasonably expected that such qualifications can be attained in the six (6) month trial period. In the event that the employee does not attain the qualifications within the trial period, the employee shall be on layoff without recourse to the bumping procedure.

- (b) The parties agree that temporary employees will be laid off in the department affected by the layoffs first before regular employees. Temporary employees will not be allowed to bump regular employees.
- (c) Employees exercising bumping rights shall make their decision within five (5) working days of notification of layoff.
- (d) In the event of reduced hours, the member with the least bargaining unit wide seniority within the classification shall have her/his hours reduced.
- (e) Hours of work shall not be reduced, in multiple situations, in lieu of regular position deletion (in which case full layoff and bumping rights shall be exercised).

**13.04 Bumping Procedure**

- (1) The initial employee(s) to be laid off shall be given three (3) weeks notice of layoff or three (3) weeks salary in lieu of notice. Any employees who are displaced as a result of the initial layoff shall be given at least two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.
- (2) The initial employee(s) who bump(s) into a position that represents a demotion shall not suffer a reduction in wages for six (6) months, following which they shall assume the job group applicable to the position on the step that is closest to their pre-bump salary.
- (3) Employee's who are displaced and who exercise their seniority rather than accept layoff will assume the job group applicable to the position on the step that is closest to their pre-bump salary.
- (4) Employees exercising their bumping rights shall bump the most junior person within a classification.
- (5) Any employee given layoff notice may accept layoff rather than exercising any bumping rights.
- (6) Any employee given layoff notice may accept separation pay as outlined in Clause 14.03(a) rather than exercising their bumping rights and their recall rights.

**13.05 Recall Procedure**

- (a) Employees shall be recalled in seniority order provided they are able to satisfy the requirements of the job description and specifications of the available position subject to the following:
  - (i) Employees may decline recall to a lower classification without loss of recall rights;
  - (ii) Employees must accept recall to the position held at the time of layoff (full or part-time). If recall is refused by the employee, they shall be deemed to have terminated their employment relationship, unless the position is a temporary position. Employees accepting recall to a temporary position shall return to the recall list upon completion of the temporary assignment.
 

An Employee who is recalled into a regular position which she/he has not previously held will be subject to a six month trial period in the new position. In the event the employee is not successful in the trial period, she/he will be returned to the recall list.
  - (iii) Notwithstanding Clause 12.02 (b) vacancies of less than twelve (12) weeks will be offered to employees on layoff before being offered to other employees. Employees declining such a recall may do so without loss of recall rights.
  - (iv) Vacancies in excess of twelve (12) weeks shall be posted and filled prior to employees being recalled. Employees on recall may apply for posted positions.
  - (v) Any increase in hours shall be offered to the most senior employee in a "reduced hour" situation within that classification until her/his original hours have been reinstated.
- (b) (i) Employees shall be notified of recall to positions exceeding twelve (12) weeks in duration by registered mail to the last known address (followed

up by email) and must respond within two (2) Pacific Blue Cross working days of recorded receipt or attempted delivery by the Post Office and must return to work within ten (10) Pacific Blue Cross working days of the required date of return. A copy of that registered letter will be given to the Secretary-Treasurer of the Union. Failure to respond will cause the employee to lose seniority rights in accordance with Clause 11.06 unless extenuating circumstances have made response impossible.

- (ii) For positions of twelve (12) weeks or less in duration the most senior employee shall be recalled to positions through telephone contact and email. If that employee is not available to return to work immediately, the next most senior employee on the recall list shall be contacted by telephone and email, and so on, until a suitable employee is found to be immediately available. The Union shall be present at the time telephone calls are initiated to verify an employee's availability. The Union shall be copied on emails.

In the event an employee is recalled into a position of twelve (12) weeks or less and the position subsequently exceeds twelve (12) weeks, the incumbent employee shall be on layoff without recourse to the bumping procedure and returned to the recall list. This position shall then be filled pursuant to Clause 13.05 (a) (iv) above.

- (c) The notice of recall shall include the position available, salary, and date on which the position commences, such date to allow adequate time to rearrange the employee's schedule.

The effect on salary in the event of recall shall be as follows:

- (i) Same Classification/Job Group — Employees who are recalled to their former position or to a position in the same job group, shall be paid at the group

and step they would be entitled had they not been laid off.

- (ii) The initial employee(s) laid off who elect layoff rather than exercising their seniority and who are recalled to a position in a lower job group shall be paid their pre-layoff salary if it is greater than the highest rate of pay of the position to which they are being recalled for six (6) months, following which they shall assume the job group applicable to the position on the step that is closest to their pre-bump salary. The employee(s) with the least seniority at the time of layoff/bumping, and who elect to be placed on the layoff list, shall assume the highest increment level of the wage rate of the position recalled into.

- (iii) Higher Classification/Job Group — Employee(s) recalled into a position in a higher job group shall be paid the rate of pay for that position provided it does not result in a reduction of wages from the employee's pre-layoff position. In that event, the employee shall be paid the rate of pay closest to but not lower than their pre-bump salary.

- (d) The employee shall be responsible for keeping the Employer advised of her/his current address.

### 13.06 **No New Employees**

No new employees shall be hired in the Bargaining Unit until those laid off have been given an opportunity of re-employment, under Clause 13.05 (a).

### 13.07 **Benefits**

The Employer will continue to pay its portion of premiums for Medical Services Plan, Extended Health and Dental plans for a period of up to two (2) calendar months after layoff. The Employee may continue coverage for an additional three (3) calendar months, by paying the entire costs of the premiums.

### 13.08 Super Seniority

In order that the operations of the Union will not become disorganized when layoffs are made, Union officers, Shop Stewards and Negotiating Committee members shall be the last persons laid off and the first persons recalled, subject to job requirements.

### 13.09 Union Notification of Changes

Three (3) months before the introduction of any technological changes which affect the rights of employees, conditions of employment, wage rates or work loads, or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change. Any such change shall be made only after the Union and the Employer have reached agreement on such through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance and Arbitration Procedure of this Agreement.

## ARTICLE 14 — RETRAINING

### 14.01 Retraining Program

- (a) Regular employees whose jobs become redundant due to Technological change or methods of operation shall be eligible for re-training corresponding to their practical training and knowledge in order to qualify for vacant positions with the employer.
- (b) Regular employees requiring new or greater skills than are required under the present methods of operation or due to technological change shall be eligible for re-training to equip them for the operation of such new equipment or procedures.
- (c) The Company undertakes to provide appropriate training for a period of up to six (6) months, and such period shall be considered a trial period. If the employee does not successfully complete her/his

training, the Parties will work within the existing performance management and coaching frameworks to assist the employee in succeeding in a position.

- (d) Re-training shall be provided without cost and without loss of pay to the affected employee. The regular employee shall continue to receive regular salary increases in accordance with the Collective Agreement.
- (e) Upon successful completion of the training period the employee will receive the correct rate of pay for the position.
- (f) The Executive Board of CUPE 1816 and the designated Employer representatives shall have the authority to waive certain provisions of Clauses 12.01; 12.02; 12.03 (b), (c) and 12.05.
- (g) Where employees elect not to be trained or are not eligible for retraining for vacant positions in accordance with 14.01(a), Clause 14.02 shall come into effect.

### 14.02 Retraining Not Practical

In cases where employees elect not to be trained or are not eligible for training in accordance with 14.01(a) for vacant positions the employee may, prior to layoff date, elect to:

- (1) accept separation pay in accordance with Clause 14.03;
- (2) be placed on the recall list per Clause 13.05;
- (3) exercise their seniority rights by bumping in accordance with Clause 13.03(a).

### 14.03 Separation Pay

The Employer will pay separation allowance to employees with one (1) or more years seniority displaced by technological changes and/or methods of operation, discontinuance of a provision of a benefit, termination or laid off due to reduced business, in the event that Clause 14.01 (Retraining Program) does not apply or where agreed to with mutual agreement.

Separation allowance will be paid to eligible laid off or displaced employees based on the years of continuous service with the Employer as follows:

- (a) Two (2) weeks pay per year of service at their current daily rate up to a maximum of twenty-six (26) weeks pay. Separation pay will not include the three (3) weeks pay which may be given in lieu of notice. All vacation allowances and any other monies due to the employee will be paid in addition to the separation pay.
- (b) The separation allowance shall be due and payable to the displaced employee immediately upon termination.

## ARTICLE 15 — HOURS OF WORK

### 15.01 Preamble

The hours of work for all employees except Computer Operators shall be based on the flex hour system. Co-operation is the underlying principle of this system, which is intended to work to the benefit of both the Employer and Employees.

### 15.02 Standard Flexible Hours

(see Clause 15.09 to 15.12 for “Exceptions”)

The flexible hours system will be based on a thirty-five (35) hour week, five (5) days per week, seven (7) hours per day.

The following hours will apply:

Flex Hours	Core Hours
6:00 a.m.–9:30 a.m.	9:30 a.m.–11:00 a.m.
11:00 a.m.–1:30 p.m.	1:30 p.m.–2:30 p.m.
2:30 p.m.–6:00 p.m.	

Upon request from employees, and at the discretion of the Manager, additional flexibility will be allowed within the standard flex hours of 6:00 a.m. to 6:00 p.m.

### Note

#### Re: Call Centre Staff

The Union agrees that in the event that Call Centre staff are required to support BC based clients with members in other provinces, they may be required to commence work at 6:00 a.m. It is understood that should such employees be required to start work at 6:00 a.m., they will not be required to work beyond 7 hours per day.

#### Re: Help Desk

It is understood that at least one (1) staff will commence work at 6:00 a.m. and at least one (1) other staff will finish work at 6:00 p.m. during normal business days to provide phone coverage.

### 15.03 Lunch and Rest Periods

- (a) Lunch Period — at least one-half (½) hour, to be taken approximately midway through each working day;
- (b) Rest Period — all employees may take a rest period of fifteen (15) minutes approximately midway through each of the first and second half of the working day.

### 15.04 Estimated Hours

(see Clause 15.09–15.12 “Exceptions”)

Employees are to submit on or before Tuesday of each week an estimate of the hours (starting and finishing and total hours) they plan to work in the following week. The purpose of this estimate is to aid the Department Manager in scheduling workloads with an approximate idea of when to expect employees at work, in order to ensure minimum coverage.

### 15.05 Timekeeping

The Union and Company have agreed that the employer can implement an automated timekeeping system for administrative purposes only. Such a system will not be utilized to monitor work output or to monitor attendance beyond shift start and stop times, and other circumstances where attendance is presently monitored.

It is understood and agreed by all parties concerned that no work shall be taken home by any employee; therefore, it also applies that no employee shall record time for any work taken home.

Any employees who book off sick on any day will be recorded on the time sheet as being sick for seven (7) hours on the day(s) of absence, and will be paid in accordance with Article 17.

All employees on vacation and/or leave of absence shall have seven (7) hours recorded on their time sheet for each day of such absence.

#### 15.06 **Flex Time**

Employees may credit or debit a maximum of fourteen (14) hours in each calendar month, which must be included in the calculation of hours in the following month. Part-time/Job share employees may credit/debit a maximum of eight (8) hours.

Employees may, with the approval of the Department Manager, exceed the maximum credit or debit, during any period within the month.

Employees who are in excess of the maximum credit will receive any compensation for the excess worked.

Employees who exceed the maximum debited time permitted at month end shall have such excess time deducted from their salary.

#### 15.07 **Time Off**

With the approval of the Department Manager, employees may take time off at any time under the credit/debit system. Requests for flex, GDO, BOT and floater days should be submitted on or before Tuesday of each week for time off desired in the following week. Approval shall be given no later than 11:30 a.m. on the Thursday following the request. Requests for time off will not be unreasonably withheld. If numerous requests are received for time off on the same day and it is not possible to approve all requests, staff requirements for the day shall be defined by the Manager, and the employees shall attempt to determine a solution

to the problem which respects staffing requirements. If the solution is not forthcoming the Manager shall make the final decision. Whenever possible, appointments should be made outside core hours, however, time off within core hours will not be unreasonably withheld. It is understood that flex/GDO, floater and BOT requests will be pre-approved for specialists' appointments and once approved will be considered a time off request for the purposes of minimum coverage requirements.

It is understood that vacation and anticipated absences will be scheduled such that flex days off shall still be granted. Only in the event of an emergency and after agreement with the Union Executive Board, may the Manager suspend flex days off for a specified period of time. It is agreed that flex days may be suspended by the Manager without Union agreement during formal classroom sessions.

#### 15.08 **Sick Time**

New employees serving the initial probationary period who are absent due to sickness may make up such time under this system.

#### 15.09 **Exceptions**

##### (a) **Application Services**

- (1) All Application Services employees shall participate in a form of flexible hours based on a thirty-five (35) hour, seven (7) day week.
- (2) Such employees may choose to work any hours desired in any twenty-four (24) hour day, after agreement with the Manager.

Such employees may, on a necessary basis, correct programming problems that they are responsible for, from their homes.

Employees in Application Services may, on occasion and for a limited time, perform work at home with the permission of the Employer. The Union shall be advised, in writing, of the particulars of the employee working from their home.



(3) At least monthly, Application Services employees will submit a summary of hours worked. Estimated hours will not be required.

(4) Any overtime requested and approved, shall be paid or banked at overtime rates.

**(b) Technical Services**

(1) All Technical Services employees shall participate in a form of flexible hours based on a thirty-five (35) hour, seven (7) day week.

(2) Such employees may choose to work any hours desired in any twenty-four (24) hour day, after agreement with the Manager. Managers will require employees to cover certain operational requirements within the standard work week. Employees will be provided with at least ten (10) days notice of such requirement.

(3) Such employees may, on a necessary basis, correct programming problems that they are responsible for, from their homes.

Employees in Technical Services may, on occasion and for a limited time, perform work at home with the permission of the Employer. The Union shall be advised, in writing, of the particulars of the employee working from their home.

(4) At least monthly, Technical Services employees will submit a summary of hours worked. Estimated hours will not be required.

(5) Any overtime requested and approved, shall be paid or banked at overtime rates.

**15.10 Service Representatives (DELETED)**

**15.11 Employee Representatives of Pacific Blue Cross**

Employees requested to perform evening work, weekend work or travel outside of business hours for special

assignments will receive compensating time off. This time must be reported to the Manager immediately and compensating time off shall be arranged at a time mutually agreeable to both parties. If the time is not taken within sixty (60) days it shall be paid out at straight time rates. Such work shall be on a voluntary basis only.

**15.12 Computer Operators' Hours of Work**

(1) All Computer Operators shall work eight and three-quarter (8¾) hours daily, four (4) days a week. Computer coverage shall be guaranteed on a twenty-four (24) hour, seven (7) day week basis. (Subject to Weekend Shift Clause.)

A one-half (½) hour lunch period shall be taken approximately midway through each working day, and a rest period of fifteen (15) minutes may be taken approximately midway through each of the first and second half of the working day.

**(2) Shift Schedules — Senior/Computer Operators**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	A	A	A	A		
B	B				B	B
		C	C	C	C	
	D	D	D	D		
	E	E	E	E		
G				G	G	G
	H	H	H	H		
		I	I	I	I	
J	J				J	J
L				L	L	L
		M	M	M	M	

(3) Shift Hours

	<b>Intermediate</b>	<b>Senior</b>
A	7:30 a.m.–4:45 p.m.	—
B	7:30 a.m.–4:45 p.m.	—
C	—	7:30 a.m.–4:45 p.m.
D	3:30 p.m.–12:45 a.m.	—
E	—	3:30 p.m.–12:45 a.m.
G	3:30 p.m.–12:45 p.m.	—
H	11:00 p.m.–8:15 a.m.	—
I	11:00 p.m.–8:15 a.m.	—
J	11:00 p.m.–8:15 a.m.	—
L	7:30 a.m.–4:45 p.m.	—
M	3:30 p.m.–12:45 a.m.	—

(4) Shift Rotation

Operator's normal shift rotation is every four (4) weeks. The exceptions to this are when an operator is providing for vacation coverage and there are two (2) operators working permanent shifts.

(5) Weekend Shift Clause

In order to satisfy the requirement for operating the Computer Department on a twenty-four (24) hour, seven (7) day week basis, the following provisions are agreed to:

- (a) For periodic manning requirements present operators will be used on an overtime basis and will receive overtime benefits as provided for in the Collective Agreement.
- (b) Present Computer Operators are defined as operators employed as of August 8, 1979.
- (c) When it is considered necessary to provide permanent manning of weekend shifts, additional

operator(s) will be hired on the understanding that weekend regular shifts are a requirement and may be permanent.

- (d) As attrition of current operators occurs, all new Computer Operators will work a four (4) day week. Under this arrangement Computer Operators will work four (4) consecutive days, which may include Saturday and/or Sunday, followed by three (3) consecutive days off. Each work day shall be eight and three-quarters (8  $\frac{3}{4}$ ) hours in duration.
- (e) Regular full-time Computer Operators hired after August 8, 1979, will work a four (4) day week. Under this arrangement Computer Operators will work four (4) consecutive days, which may include Saturday and/or Sunday, followed by three (3) consecutive days off. Each work day shall be eight and three-quarters (8  $\frac{3}{4}$ ) hours in duration.

- (6) Notwithstanding (1) to (4) inclusive above, it is agreed employees covered by Clause 15.12 shall have latitude over their hours of work. Variations to the hours of work, shift hours and shift rotation as stated in (1) to (4) above are permitted provided however that employee consensus is required. In the event employee consensus is not achievable, the hours of work, shift hours and shift rotation provided for in the collective agreement will prevail and be implemented.

15.13 Employees who, on the date of ratification of the collective agreement, are working a four (4) day work week (excluding Computer Operators, Application Services, and Technical Services) shall continue to do so in accordance with the following provisions:

- (a) The guaranteed day off (GDO) will operate with employees requesting a flex day off under the flexible hours system. Specifically, the preference for the GDO will be indicated on the flexible work schedule each week and the granting of such time will be handled with the provisions of Clause 15.07.

- (b) Employees who elect this option may work any consecutive eight and three-quarter hour (8¾) shift which will start between 6:00 a.m. to 8:45 a.m. and will end between 3:15 p.m. to 6:00 p.m. The flexible/core hours outlined in Clause 15.02 will not apply.
- (c) For all administrative purposes (sick leave, vacations, leave of absence, etc) the value of a day for employees who are working the four (4) day work week will be eight and three-quarters (8¾).
- (d) Employees who work any overtime assignment on their GDO will receive time and one-half (1.5x) for the first two (2) hours of work and double time (2x) thereafter.
- (e) In addition to the guaranteed day off (GDO), employees will be credited with two (2) "floater" days off per calendar quarter (i.e., January–March, April–June, etc) in lieu of compensation for "statutory" holiday pay (Clause 19.18). Alternatively, the "floater" days may be scheduled as vacation days for the purposes of scheduling as per Clause 19.11 or in accordance with Clause 15.07 above, and must be taken in the quarter the "floater" days are credited. In the event that the employee is unable to take the floater day(s), then such day(s) will be paid out the month following the end of the quarter.
- (f) Employees may opt, at any time, to revert to the flexible hour's system and would relinquish the 4-day work week.

**ARTICLE 16 — OVERTIME AND SHIFT DIFFERENTIAL**

- 16.01 Overtime work shall be on a voluntary basis.
- 16.02 For all employees, hourly rates shall be determined by dividing the gross annual pay of the employee by 1,820 hours.
- 16.03 Overtime for employees shall be paid in accordance with Clause 16.04 of this Article when they are specifically requested to work by their Department Manager in excess of their regular scheduled hours per day.

Employees shall be provided, on request, with a copy of the official completed weekly overtime slip for their own personal records. Such requests shall be made in the morning of the first working day following overtime.

Each employee may:

- (a) work such overtime and receive payment for additional hours worked.
- (b) take compensating time off at a date mutually agreeable with the Manager or as provided in Clause 15.07. Such time off shall be equal to overtime rates as indicated in Clause 16.04. Compensating time off shall be taken within eighteen (18) months of accrual. The total number of hours banked at any one time shall not exceed thirty-five (35) hours, except with the permission of the Department Manager. Banked overtime may be scheduled to fill unused vacation slots as per Clause 19.11, after the department vacation schedule has been approved.
- (c) having elected choice (a) or (b) above such decision may not be reversed except as mutually agreed upon between the employee and the appropriate Department Manager.

**16.04 Overtime Rates**

Employees working in excess of their scheduled hours as defined in Article 15 shall be paid the following overtime rates:

- (a) Time and one-half (1.5x) for the first two (2) hours in any one day or the first eight (8) hours in any one week — double time (2x) thereafter.
- (b) All time worked on Saturday and Sunday shall be at double time. (See "Exceptions" Clause 16.10.)
- (c) All time worked on, Statutory or proclaimed holidays shall be paid at double time (2x) the regular hourly rates.
- (d) Daily overtime, Sunday or Statutory Holiday hours worked and paid for at premium rates shall not be counted in calculating weekly hours worked for the payment of weekly overtime.

(e) In any case where two or more premiums are applicable for the same hours worked, the highest premium shall be paid but in no case will more than one premium be paid for the same hour or hours.

16.05 All regular and part-time employees shall be paid at straight time rates for all hours worked up to seven (7) hours per day, regardless of estimated daily hours previously posted, then overtime rates as outlined above shall prevail. An employee must be at zero or positive flex hours prior to qualifying for any overtime.

16.06 No employee shall be required to layoff during regular hours to equalize any overtime rates.

16.07 Employees called back to work outside regular working hours shall be paid for a minimum of four (4) hours at overtime rates. Call-back hours are calculated from the time the employee arrives at the Employer's premises until the time she/he leaves the premises at the completion of the assigned duties. The employee shall be paid a total of one (1) straight hour for travel to and from the Employer's place of business for each call-out.

Application and Technical Services staff may fulfil the requirements of the overtime assignment by accessing the system from home and such work shall be calculated at overtime rates.

16.08 No employee shall be required to work split work days. However, Programmers and Internal Analysts may be excepted from this clause if mutually agreed upon by the employee and Manager. Every effort shall be made by the Employer to keep split work days to a minimum. Where split work days are agreed upon, one (1) hour travel time shall be paid at regular time.

16.09 Employees required to work two (2) hours of overtime that end after 6:00 p.m. shall be paid a meal allowance of twelve dollars and fifty cents (\$12.50). This meal may be taken prior to, during or after the overtime period. Employees who work two (2) hours of overtime or more during the weekend shall be paid the meal allowance regardless of

when the overtime ended. The meal allowance will be paid to employees semi-monthly.

16.10 Computer Operators whose regular shift includes Saturday and/or Sunday shall be exempt from Clause 16.04 (b).

16.11 Employees accepting overtime assignments in departments other than their current department, must advise their current department manager prior to accepting such overtime work in another area.

16.12 **Shift Differential**

A shift differential of twelve percent (12%) shall be paid to any employee required to work afternoon or graveyard shifts.

**ARTICLE 17 — SICK LEAVE POLICY**

17.01 Sick leave means the period of time an employee is absent from work for reasons of illness, injury, or daycare surgery not covered under the Workers' Compensation Act or Short Term Disability benefits under Clause 20.06.

17.02 (a) It is the intention of this policy to continue sick pay in the case of prolonged illness or injury up to but not including the time the employee is on Short Term Disability.

(b) The maximum number of sick hours paid under this clause in a twelve (12) month calendar year is one hundred and five (105) hours. Calendar year refers to twelve (12) months: January 1 – December 31. New hire employees will be credited with eight and three-quarter (8 ¾) hours per month of service upon completion of their probationary period.

(c) Effective January 1, 1999, an employee who uses no sick hours in a twelve (12) month calendar year shall be paid the equivalent of forty-two (42) hours straight time rates in February of the following year.

An employee who is absent during the calendar year will be entitled to a pro-rated sick leave payout based on the number of months actively worked. If an

employee worked in a month this would be considered an active month. For example, if an employee who was absent for three (3) months and had not taken any sick leave the employee would be entitled to  $\frac{1}{2}$  (or 0.75) of the sick leave payout.

An employee who uses seven (7) or eight and three-quarter ( $8\frac{3}{4}$ ) hours in a twelve (12) month calendar year shall be paid the equivalent of thirty-five (35) hours at straight time rates in February of the following year.

An employee who uses fourteen (14) or seventeen and one-half ( $17\frac{1}{2}$ ) hours in a twelve (12) month calendar year shall be paid the equivalent of twenty-eight (28) hours at straight time rates in February of the following year.

An employee who uses twenty-one (21) or twenty-six and one quarter ( $26\frac{1}{4}$ ) hours in a twelve (12) month calendar year shall be paid the equivalent of twenty-one (21) hours at straight time rates in February of the following year.

An employee who uses twenty-eight (28) or thirty-five (35) hours in a twelve (12) month calendar year shall be paid the equivalent of fourteen (14) hours at straight time rates in February of the following year.

An employee who uses thirty-five (35) or forty-three and three-quarter ( $43\frac{3}{4}$ ) hours in a twelve (12) month calendar year shall be paid the equivalent of seven (7) hours at straight time rates in February of the following year.

17.03 Employees who are absent due to enrolment in the Employee Assistance Program shall not have such days counted as sick days under the Sick Leave provision.

17.04 Employees may be requested to provide a medical certificate of medical disability in the following circumstances:

- (a) where it appears that a pattern of consistent absence from work is developing.
- (b) where the employee has been absent for five (5) consecutive days of work.

## ARTICLE 18 — LEAVE OF ABSENCE

### 18.01 Special Leave

Employees may be granted leaves of absence without pay for sufficient reason (e.g. vacation travel, family crisis, education, etc.), provided however that the employee has passed initial probation. A leave of absence permit must be in writing and acknowledged within ten (10) PBC working days. Such authorization shall not be unreasonably withheld.

### 18.02 Bereavement

In the case of a death in the immediate family of an employee, the Employer will grant the employee a leave of absence with pay up to a maximum of four (4) working days at the discretion of the employee. The immediate family shall mean mother, father, step-parent, legal guardian, spouse, common-law spouse, children, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, common-in-laws, grandparents (including those of spouse), step-grandparents and grandchildren. Where an employee is required to travel out of the Lower Mainland/Fraser Valley, such leave shall be extended by one (1) day. The Employer may grant further compassionate leave without pay contingent upon the circumstances. Such further leave will not be unreasonably denied.

In case of the death of a relative not specified above, an employee shall be granted, at time of bereavement, one (1) working day leave of absence with pay to attend the funeral.

Bereavement leave for part time employees shall be prorated. A working day for the purposes of this clause is defined as their weekly scheduled paid hours divided by five, e.g., 20 hours/5 = 4 hours pay per day.

### 18.03 Court

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) Employees called to serve on juries or to obey a subpoena shall receive their salaries less their jury or witness compensation for each working day she/he is required in court.

Where employees obeying a subpoena are released from service in the courts, and there is more than one hour to the end of the scheduled shift, the employee is expected to return for such period. Employees serving on juries are not expected to return to work on days they are performing such duties.

(d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above court leaves, the employee shall advise her/his supervisor as soon as she/he becomes aware that such leave is required.

#### 18.04 Maternity

(a) Leave of absence in the case of pregnancy shall be granted in accordance with the Employment Standards Act. In the event the Employment Standards Act is amended to provide less than fifty-two (52) weeks unpaid leave, employees, at their option, will be allowed an unpaid leave of absence to provide the employee the opportunity of having a maximum of fifty-two (52) weeks off from the commencement of their leave.

(b) Employees proceeding on Maternity Leave will be paid all monies owing, excluding holiday pay, up to and including the last day worked prior to commencement of such leave. It is understood that an employee is entitled to use sick leave and Short-term disability benefits in accordance with the contract.

(c) All employees on maternity leave are required to confirm their intention to return to work at least one (1) calendar month prior to the expiration date of such leave.

#### 18.05 Union

(a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer. There shall be a limit of five (5) employees granted leave of absence for this purpose.

(b) Official Representatives of the Union shall be granted leave of absence, without pay, to attend Union conventions or perform other functions on behalf of the Union and its affiliation provided that no more than ten (10) representatives, depending on circumstances, shall be away at any one time and further, that the following guidelines be observed in requesting and granting such leaves:

- Departments of less than ten (10) employees: one (1) representative
- Departments of ten (10) or more employees: two (2) representatives

Leaves of Absence shall not exceed two (2) consecutive weeks and requests for such leaves shall be provided to the Employer a minimum of one (1) month prior to the date the leave is to commence whenever possible.

(c) In the situation where the Employer rescinds a previously approved leave, the Union shall be reimbursed by the Employer for direct costs associated with the canceling of the leave which are not otherwise recoverable by the Union.

(d) Employees selected or elected to a full-time position with the Union or its affiliations shall be granted a leave of absence, without pay, for a period of up to five (5) years provided the Employer is given a minimum of one (1) months notice, whenever possible, to find a suitable replacement.

(e) The time limits set in this clause may be extended by mutual agreement of the parties to this Agreement.

(f) The Employer agrees to review with the Union written requests from the Union for the Employer to participate in the salary cost of Union delegates to attend certain Union conventions and functions. The written request is to include all reasons for justification of cost sharing. At no time will Employer participation exceed fifty percent (50%) of the salary for any one person or the equivalent of one salary where more than one delegate is to attend.

**18.06 Benefits During Leave of Absence**

For employees who are absent from work on any authorized leave of absence as outlined in Clauses 18.01 to 18.05 inclusive, the Employer shall pay its share of all benefits of this Agreement as outlined under Article 20, for a period of up to four (4) months. After four (4) months an employee may, by paying the entire premium, continue under the benefit plan while on leave of absence for a period of up to one (1) year.

**18.07 Failure to Return from Leave of Absence**

An employee granted any form of leave of absence will be considered as having quit if she/he does not return to work on the date stated on the leave of absence permit, unless otherwise mutually arranged or unless the Union and the Employer agree that extenuating circumstances arose.

**18.08 Abandonment of Position**

Should an employee neglect to notify the Employer of any intended absence, and that absence extends for a period of three (3) consecutive working days, the employee shall be considered to have terminated her/his employment with the company and any monies owing to the company at that time shall be deducted from any monies owing to the employee.

**18.09 Adoption/Parental Leave**

(a) Regular employees shall be granted adoption/parental leave in accordance with the Employment Standards Act. In the event the Employment Standards

Act is amended to provide for less than fifty-two (52) weeks unpaid leave. Employees, at their option, will be allowed an unpaid leave of absence to provide the employee the opportunity of having a maximum of fifty-two (52) weeks off from the commencement of their leave.

(b) All employees on adoption/parental leave are required to confirm their intention to return to work at least one (1) calendar month prior to the expiration of such leave.

**18.10 Family Responsibility Leave**

An employee is entitled to a total of thirty- five (35) hours of time during each calendar year for the following purposes:

- (a) Domestic/household emergency;
- (b) To meet the responsibilities related to the care, health or education of a child in the employee's care, or for a member of the employee's immediate family.

Where the leave is planned, the employee must provide as much advance notice as possible. The employee must provide the general reason the leave is required.

The necessary time will be granted without loss of pay and shall be reimbursed within ninety (90) days or as mutually agreed between the employee and the employer. If the time is not reimbursed prior to the end of the agreed period, the employee's salary shall be deducted or the employee may choose to have the time reimbursed with vacation, positive flex or banked overtime.

For the purposes of this provision, immediate family means:

- (a) As defined in Article 18.02, and
- (b) Any person who lives with an employee as a member of the employee's family.

Family Responsibility Leave will not affect flex time provisions as outlined in Article 15.

**ARTICLE 19 — VACATION AND STATUTORY HOLIDAYS**

**19.01 Vacation**

A vacation year shall be from January 1 of one year to December 31 of the same year.

19.02 (a) During the employee's first vacation year of employment an employee will earn paid vacation entitlement based on the following:

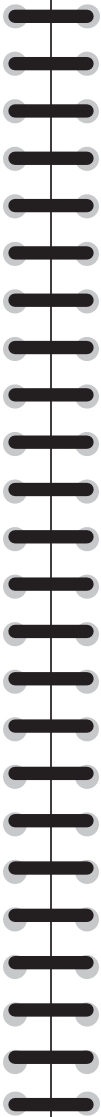
Number of calendar days employed during the year/365 days x 105 vacation hours (full entitlement); rounded to the nearest quarter hour.

(b) No vacation may be taken before the employee has completed six (6) months employment or has completed initial probation, whichever is longer. Having satisfied this condition the employee will then be entitled to receive a paid vacation of six (6) working days if on a four (4) day week, or eight (8) working days if on a five (5) day week, which if taken will be deducted from her/his total entitlement for that vacation year. An employee in their first year of employment will be entitled to carry-over their accrued vacation in the event there are no available vacation slots before year end.

In the event the above-mentioned condition (six months employment or probation completed, whichever is longer) carries the employee into a new vacation year the employee will then be entitled to a pro-rated number of days earned in the first vacation year. Pay for vacation covered by this section shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

For the purpose of the year end vacation reconciliation, gross earnings will not include annual vacation payout and year end sick pay out.

19.03 During her/his second (2nd) to fifth (5th) vacation year inclusive, an employee will earn a paid vacation entitlement of twelve (12) working days if on a four (4) day week, or



fifteen (15) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

For the purpose of the year end vacation reconciliation, gross earnings will not include annual vacation payout and year end sick pay out.

19.04 During her/his sixth (6th) to tenth (10th) vacation year inclusive, an employee will earn a paid vacation entitlement of sixteen (16) working days if on a four (4) day week, or twenty (20) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

For the purpose of the year end vacation reconciliation, gross earnings will not include annual vacation payout and year end sick pay out.

19.05 During her/his eleventh (11th) to fifteenth (15th) vacation year inclusive an employee will earn a paid vacation entitlement of twenty (20) working days if on a four (4) day week, or twenty-five (25) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which the vacation was earned, whichever is greater.

For the purpose of the year end vacation reconciliation, gross earnings will not include annual vacation payout and year end sick pay out.

19.06 In the sixteenth (16th) vacation year of employment and each year thereafter an employee will earn a paid vacation entitlement of twenty-four (24) working days if on a four (4) day week, or thirty (30) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which the vacation was earned, whichever is greater.

For the purpose of the year end vacation reconciliation, gross earnings will not include annual vacation payout and year end sick pay out.



**19.07 Supplementary Vacations**

<b>Years of Completed Service</b>	<b>Working Days of Supplementary Vacation</b>
After five (5) years (one time only)	Four (4) working days if on a four (4) day week and five (5) working days if on a five (5) day week.
After ten (10) years (one time only)	Eight (8) working days if on a four (4) day week and ten (10) working days if on a five (5) day week.
After fifteen (15) years (one time only)	Twelve (12) working days if on a four (4) day week and fifteen (15) working days if on a five (5) day week.
Every five (5) years thereafter	Twelve (12) working days if on a four (4) day week and fifteen (15) working days if on a five (5) day week.

All supplementary vacations must be taken within four (4) years of being earned.

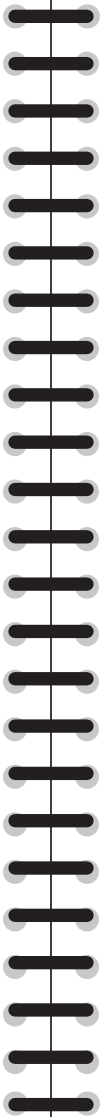
**19.08 Pro-Rated Vacation Adjustment**

Employees who are off due to approved leaves of absence, including Short and Long-Term Disability, will have their vacation pay, but not their vacation entitlement pro-rated.

**19.09 Unbroken Vacation Period**

In accordance with Clause 19.11, vacations may be taken in partial weeks. If any employee wishes her/his entire vacation in an unbroken period, she/he shall inform management of this fact as early as possible, and every effort will be made to grant this request subject to the exigencies of the operation.

Employees anticipating a requirement for an extension to their total vacation entitlement in the next vacation year are entitled to carry over one (1) week of their current vacation entitlement. This carry-over should be applied for at the time vacation schedules are circulated and must be taken in the next vacation year. Any changes to the carry-



over entitlement shall be subject to the approval of the Department Manager. The value of the carried week will be pegged to the prevailing contract at the time the option is exercised.

**19.10 Compensation for Holidays Falling Within Scheduled Vacation**

If a paid holiday falls or is observed during an employee's vacation period, she/he shall be allowed an additional vacation day with pay at a time mutually agreeable to both parties.

**19.11 Vacation Schedules**

Employees shall select their vacation periods in order of seniority as defined in the Agreement; however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

Vacation schedules will be circulated by October 1 for the next year and approved by December 15.

Once the vacation schedule is approved, any outstanding banked overtime days (as per Clause 16.03 (b)) and any outstanding floater days (as per Clause 15.13(e)) may be scheduled.

The approved vacation schedule will not be changed unless mutually agreed upon by the employee and the employer.

**19.12 Vacation Pay on Termination**

An employee terminating her/his employment at any time in her/his vacation year, before she/he has had her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

**19.13** No employee shall be required to work during her/his scheduled vacation period.

**ARTICLE 20 — BENEFITS**

**20.01 Union Pension Plan**

**(a) Eligibility**

All employees must join the Plan on the first day of the month following completion of one (1) year of continuous employment with the Employer.

**(b) Leave of Absence**

For a period of up to twelve (12) months the employee shall have the option of prepaying her/his total contribution. If the employee elects not to prepay, several other options shall apply. An employee may elect to make contributions month to month, or make a lump sum payment within three (3) months of their return to work, or to waive contributions.

An employee electing any of the above options must inform the employer at the time the leave is requested.

During pregnancy, parental, family responsibility, bereavement leave or jury duty, the Employer will contribute to the Pension plan if the member elects to make employee contributions. Contributions will be made in accordance with the Plan based on the employee's earnings immediately prior to the employee's absence.

During other personal leaves of absence excluding those on account of short and long term disability, the Employer will continue to contribute to the Pension Plan for a maximum of four (4) months provided the employee continues to make required contributions during this period. For any leave beyond four (4) months the employee may make voluntary contributions but the Employer will not contribute.

If an employee returns to work, any leave period shall be included in "years of continuous membership in the Plan" for vesting purposes. If the leave period is longer than one (1) year, the employee shall be deemed to have terminated as of the date of leave.

19.14 In the event a temporary employee gains regular full-time employment as outlined in Clause 2.04, it is understood and agreed that accrued vacation entitlement earned while a temporary employee may not be used until after the requirements of Clause 19.02 (c) have been fulfilled and that the entitlement may only be taken as days earned.

**19.15 Displaced Vacation**

Where an employee qualifies for sick leave (which is in excess of five (5) days and supported by a medical certificate) or bereavement leave (a maximum of four (4) days) during her/his period of vacation, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

**19.16 Statutory Holidays (Paid)**

The Employer recognizes the following as paid holidays:

- New Year's Day
- Easter Monday
- Canada Day
- Labour Day
- Remembrance Day
- Christmas Day
- Good Friday
- Victoria Day
- B.C. Holiday
- Thanksgiving Day
- Christmas Eve Day
- Boxing Day

Any other day proclaimed as a holiday by the Federal and/or Provincial Government.

**19.17 Compensation for Holidays Falling on Saturday and/or Sunday**

When any of the above-noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, then Friday and/or Monday (or as mutually agreed by the parties) shall be deemed to be the holiday for the purpose of this Agreement.

**19.18 Compensation for Holidays Falling on Scheduled Day Off**

Staff who work a four (4) day week will be paid for a "stat" day at straight time based on their current salary when a declared statutory holiday falls on their normal day off.

(c) **Layoffs**

During a time of layoff an employee has the following options:

- (i) withdraw all eligible funds
- (ii) remain as a non-participating member of the Plan

If option (i) above is chosen, the employee when recalled is treated as a new hire for the purposes of this clause.

If option (ii) is chosen, a maximum of twenty-six (26) weeks of a layoff period will be included in "years of continuous employment" for vesting purposes.

An employee will be deemed to have resigned from the Pension Plan when they no longer retain seniority.

(d) **Contributions**

The Employer contributions to the plan shall be as follows, subject to any maximum contributions set by the Canada Revenue Agency (CRA):

up to Age 49	6% of Gross Salary
Age 50 to Age 54	7% of Gross Salary
Age 55 and over	8% of Gross Salary

Every attempt will be made to remit contributions on or before the fifth (5<sup>th</sup>) day of each month. Contributions are in addition to the Canada Pension Plan contributions.

Employees paying into the CUPE Pension Plan shall contribute five percent (5%) of gross salary each month. Employees may contribute additional amounts on a voluntary basis.

Notwithstanding the above, employees who were previously covered by the collective agreement between CU&C and UFCW Local 2000 shall have the Employer contribute the following amounts to the plan, subject to any maximum contributions set by CRA.

**On completion of**

One (1) year of service	6% of Gross Salary
Age 40 to Age 49	7% of Gross Salary
Age 50 and over	8% of Gross Salary

(e) **Termination Benefit**

An employee is always entitled to the value of the contributions she/he has made to the Plan on termination of employment. "Vesting" refers to the employee's entitlement to the Employer contributions made to the Plan on the employee's behalf. To become vested, the conditions set forth in the Plan document must be satisfied.

An employee becomes vested or entitled to the value of the Employer's contributions made on her/his behalf on termination, if at the date of termination, she/he has completed two (2) years of continuous Plan membership.

Transfers between Union pension plan and Management pension plan shall not result in reduction in vesting entitlement.

(f) **Disability Benefits**

If an employee becomes disabled and terminates employment, the total value of the employee's accounts can be used to provide a pension immediately.

(g) **Death Benefit**

All contributions made to the Plan by the employee, or on her/his behalf, vest in the employee in the event of the employee's death before retirement.

(h) **Locking-In**

When pension benefits are "locked-in" it means they must be used to provide a retirement income and are not available in cash.

All required contributions made by an employee and by the Employer on her/his behalf after January 1, 1993, are locked-in once an employee has completed two (2) years of continuous Plan membership.

Additional voluntary contributions are never locked-in.

- (i) All Union Pension Plan documents, correspondence and statements to and from the company and the carrier will be available to the members of the Joint Committee upon reasonable request.
- (j) Any additional plan costs will be borne 50/50 between the Union and the Employer.

20.02 (a) **Group Life Insurance**

Subject to insurability requirements of the carrier which shall be British Columbia Life & Casualty Company, basic coverage and Accidental Death and Dismemberment for all regular employees shall commence six (6) months from date of hire and continue to the earlier of retirement or age 70, based on two hundred percent (200%) annual salary (Life and AD&D).

Notwithstanding the above, those employees who were previously covered by the Collective Agreement between CU&C Health Services and UFCW Local 2000 shall receive group life and AD&D as follows:

Life Insurance (maximum benefit \$500,000) as follows:

- three times (3x) annual salary to age 55
- two times (2x) annual salary age 55 to the earlier of retirement or age 70

Plus AD&D coverage (maximum benefit \$200,000) amounting to two times (2x) annual salary for all ages.

(b) **Optional Life**

All regular employees and their spouses shall have access to British Columbia Life & Casualty Company's Optional Life & Spousal Benefits coverage up to a maximum of \$300,000.

The cost of such coverage shall be borne one hundred percent (100%) by the employee with deductions from monthly payroll.

(c) **Dependent Life**

All regular employees will be provided with a Group Dependent Life Insurance benefit amount of ten thousand dollars (\$10,000) for Spousal and five thousand dollars (\$5,000) for dependant children. The cost of such coverage shall be borne one hundred percent (100%) by the Employer.

(d) **Basic Critical Illness**

All regular employees, who have completed six (6) months of employment, will be eligible to apply for the Critical Illness benefit. This benefit is available for the employee only, or for the employee and their family. To qualify for coverage each employee and family member must submit satisfactory health evidence to BC Life for approval. If approved, the cost of such coverage shall be borne one hundred percent (100%) by the employee.

20.03 **Medical Services Plan**

All regular employees and their dependents shall be covered on the first day of the month following their employment date. The premium payable on such a plan shall be borne equally by the Employer and the Employee.

Eligible dependents are defined as:

- (a) a spouse, common-law spouse,
- (b) a dependent child who is unmarried, mainly supported by the subscriber, and eighteen (18) years of age or younger, or nineteen (19) years of age or older, but under twenty-five (25) and in full-time attendance at a school or university.

The Employer shall pay one hundred percent (100%) of the cost of the premiums for those regular employees, and their dependants, who were previously covered by the collective agreement between CU&C Health Services Society and UFCW Local 2000.

#### 20.04 Extended Health Care Plan

- (1) All regular employees and their dependents shall be covered on the first day of the month following their employment date. The premium of such coverage shall be borne one hundred percent (100%) by the Employer. This EHC coverage will have no deductible, with reimbursement at one hundred percent (100%) unlimited coverage. Benefits will include:
  - (a) Eye exams for employees — payable every twenty-four (24) months
  - (b) Vision care — \$300 payable every twelve (12) months
  - (c) Transportation to and subsistence in an alcohol, drug or other rehabilitation institute
  - (d) Oral Contraceptives, fertility drugs prescribed by M.D.
  - (e) Hearing Aids for Adults to a maximum of \$1,000 in a five (5) calendar year period.
  - (f) Orthotics and Orthopedic shoes and repairs:
    - Adults — \$500 per CYM
    - Dependent child — \$350 per CYM
  - (g) Chiro X-Rays — \$50 CYM
  - (h) Paramedical:
    - Physiotherapy — Unlimited
    - Massage — \$1,500 per CYM
    - Chiropractor — \$500 per CYM
    - Naturopath — \$500 per CYM
    - Speech Therapy — \$500 per CYM
    - Podiatrist — \$500 per CYM
    - Acupuncture — \$500 per CYM
    - Registered Psychologist/Registered Clinical Counsellor — \$1,000 per CYM
  - (i) The lifetime maximum for smoking cessation devices per covered person is \$300.

- (2) Eligible dependents are defined as:

- (a) a spouse, common-law spouse,
- (b) any child, stepchild, legally adopted child, or legal ward of the Member who is unmarried and dependent on the Member, and under the age of twenty-one (21) years or is under the age of twenty-five (25) years and is in full-time attendance at a recognized educational institute and any age if handicapped, provided such person is mainly dependent on and living with the covered Member of the spouse, and is not entitled to extended health care plan coverage through her/his own employment.

#### 20.05 Dental Plan

1. (a) All regular employees and their dependents shall be covered on the first of the month following three (3) months of employment, as follows:
    - Plan A — 100%
    - Plan B — 80%
    - Plan C — 75% Member, spouse and dependent children shall be covered maximum lifetime benefits of \$3,500 per person.
- Notwithstanding the above, regular employees who were previously covered by the collective agreement between CU&C Health Services Society and UFCW Local 2000 shall be covered as outlined below. The cost of such a plan shall be borne one hundred percent (100%) by the Employer:
- Plan A — 100%
  - Plan B — 90%
  - Plan C — 80% Member, spouse and dependent children shall be covered (\$3,500 lifetime limit on Plan C).
- (b) The cost of such a plan shall be borne one hundred percent (100%) by the Employer.

(c) Enrolment in the dental plan shall be a condition of employment subject to the standard "spouse covered" exception.

2. Eligible dependents are defined as:

- (a) a spouse, common-law spouse,
- (b) any child, stepchild, legally adopted child or legal ward of the Member who is unmarried, and under the age of twenty-one (21) years, age twenty-five (25) if in full-time attendance at a recognized educational institution and any age if handicapped, provided such person is mainly dependent on and living with the covered Member or the spouse, and is not entitled to dental coverage through her/his own employment.

#### 20.06 Short Term Disability

All regular employees shall be covered six (6) months from their date of hire until retirement. No changes can be made to the 3<sup>rd</sup> party administrator without consultation with and input from the Union.

Coverage shall be fifty-two (52) weeks of benefit at the maximum benefit equivalent to the E.I. level commencing:

- (a) first day hospitalization
- (b) first day accident
- (c) first day "day care surgery," with extended recovery period required beyond the day of surgery
- (d) sixth (6th) day illness

The Employer shall pay ninety percent (90%) of the employee's gross salary, less whatever benefit she/he receives under Short Term Disability or Workers Compensation benefit.

A recurring or related illness within a twenty-eight (28) calendar day period will be considered same claim.

The cost to the employee shall be one-quarter (¼) of one percent (1%) of salary to the E.I. level. The Employer shall pay the balance.

#### 20.07 Travel Protection Plan

All regular employees and their dependents shall be covered by the Travel Protection Plan, when requested, at a discount equal to the highest agency commission rate.

Eligible dependents are defined as:

- (a) a spouse, common-law spouse,
- (b) any child, stepchild, legally adopted child, or legal ward of the Member who is unmarried and dependent on the Member, and under the age of twenty-one (21) years or is under the age of twenty-five (25) years and is in full-time attendance at a recognized educational institute.

#### 20.08 Long Term Disability

Regular employees shall be covered six (6) months from date of hire. The premiums for such a plan shall be borne equally by the Employer and the employee (50/50). No changes can be made to the 3<sup>rd</sup> party administrator without consultation with and input from the Union.

##### Benefit Design

- (a) elimination (waiting) period of 365 days;
- (b) maximum benefit period — up to age sixty-five (65).

##### Monthly Benefit

Sixty-six and two-thirds percent (66 ⅔%) of basic monthly earnings to a maximum benefit of \$5,000 per month.

Employees who are in receipt of LTD benefits will have Dental and EHC benefits based on those provided to retirees on a 50/50 cost share basis. Employees on LTD as of date of ratification of this agreement will continue with EHC and Dental benefits as provided for by Clause 20.04 and 20.05.

##### Employee's Responsibility

- (a) All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the

benefit plans as amended from time to time. The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.

(b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the Employer has any direct responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

(c) **Duty to Provide Information**

The actual policy contracts arranged with the carriers shall be deemed to be an integral part of this Agreement. Copies of the actual policy contracts will be kept on file in the Employer's office. Upon reasonable notice, access to these policy contracts will be granted to employees and to authorized representatives of the Union. The Employer and the Union will make every effort to provide promptly any information regarding the benefit plans to any employee requesting the information.

The Employer shall notify the Union when any change is made in the limits or substance of the policy contracts.

**20.09 Severance Policy of Pacific Blue Cross**

(a) Employees shall be covered by the "Employees' Protection Against Loss of Income Policy," as per the Directors' Resolution dated June 3, 1965, and as presented to the Union on September 18, 1975.

(b) Those employee benefits being provided to an employee at the date of termination will continue for the period of entitlement to salary benefits. Where an employee has obtained other employment but is

entitled to partial severance benefits, the Employer agrees to continue those benefits that are not obtainable through her/his current employer, for a maximum period of two (2) months for each year of seniority as calculated at the date of termination.

(c) It is agreed by both parties that employees who have received severance benefits shall not be re-hired at any future date by the Employer.

(d) The Employer has the ability to grant a voluntary separation package to regular full-time employees on the basis of two (2) weeks pay, per complete year of service, up to a maximum of fifty-two (52) weeks pay. Acceptance of applications for this voluntary severance will be at the sole discretion of the Employer and will be used to target surplus employees within a classification or employees who are having difficulty adapting to change. The Manager and the employee will mutually agree upon the date of separation.

Employees accepted under this program will have the choice of receiving the severance pay in a lump sum or continue to remain on the payroll until such severance pay is exhausted.

**20.10 Retired Employees (Dental and Extended Health)**

Employees who retire at or after sixty (60) years of age, and who have a minimum of ten (10) years continuous service at Pacific Blue Cross (or with a combined total of ten (10) years continuous service with the previously operating companies MSA and CU&C), and who were members of the Dental and Extended Health plans at retirement, will be eligible for EHC and Dental retiree benefits, as outlined under the Plan. The Employer will pay seventy-five percent (75%) of the premiums and the employees will pay twenty-five percent (25%) of the premiums for the retiree benefits. This coverage shall apply to Pacific Blue Cross retired employees and their spouses.

As of August 1, 2007, the eligibility requirements will be phased in as follows:

Age	Eligibility Requirements
55	55 years of age, with a minimum of 10 years continuous service (or combined service)
50-54	55 years of age, with a minimum of 10 years continuous service (or combined service)
45-49	Either 55 years of age, with a minimum of 15 years continuous service (or combined service) or 60 years of age and 10 years of service (or combined service)
41-44	Either 55 years of age, with 20 years of continuous service (or combined service) or 60 years of age and 10 years of service (or combined service)
40	60 years of age, with a minimum of 10 years of continuous service
New Employees	60 years of age, with a minimum of 10 years of continuous service

Employees hired or moved to regular status on or after the date of ratification (August 1, 2007) will have a different retiree plan design.

Retired employees who were receiving retiree benefits from the previously operating companies MSA (pursuant to a collective agreement with CUPE Local 1816) and CU&C (pursuant to a collective agreement with UFCW Local 2000 or OTEU Local 15) shall continue to receive their previously negotiated benefit levels prior to Pacific Blue Cross successorship. Cost share of the premiums shall remain as negotiated between the parties, except where a premium

cost-share to the retiree is greater than twenty-five percent (25%), the Employer shall pay seventy-five percent (75%) of the cost of the premium.

20.11 Moved to clause 20.08.

#### **ARTICLE 21 — POLICIES CONCERNING THE SERVICE REPRESENTATIVES**

21.01 Service Representatives required to use their personal vehicle on the Employer's business will be reimbursed for mileage in accordance with Clause 24.02.

21.02 The amount of out-of-town advances will be determined by the Sales Manager.

#### **ARTICLE 22 — SPECIAL CONDITIONS**

##### **22.01 Taxi Service**

(a) When an employee is called in to work between 11:30 p.m. and 7:00 a.m. or is kept at work so that her/his leaving time is between these hours and when the employee's regular shift does not start or finish within these hours, taxi service or equivalent to and/or from the home of the employee will be provided by the Employer.

(b) Any employee who lives outside City Limits and does not have her/his own transportation is responsible for notifying her/his Manager of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

##### **22.02 (a) Protective Clothing and Equipment**

The Employer agrees to provide smocks or shop coats or necessary equipment to protect the employees in areas or on equipment considered hazardous.

##### **(b) Annual Hearing Tests**

Annual hearing tests, at the Employer's expense, in noisy departments in accordance with the OH&S Regulation.



**22.03 Legal Assistance**

The Employer agrees to provide required legal assistance to employees who may become faced with legal action arising from the performance of employee's duties as instructed, or in accordance with normal procedure. The foregoing specifically does not apply in cases of action as a result of employee negligence or illegal activity.

**22.04 Bulletin Board**

The Union shall have the right to post notices of meetings and other such materials, as may be of interest to the members, on the Union bulletin boards located throughout the building.

**22.05 Picket Line**

It shall not be a violation of this Agreement or cause for discipline if any employee refuses to cross a picket line recognized by the Union. The employee concerned shall notify the Employer and the Union as soon as possible of the existence of such lines.

**22.06 No Deduction for Accidental Damage**

No charge or deduction from wages of an employee shall be made by the Employer for accidental damage to or breakage of any article or equipment belonging to or in the custody of the Employer, or as a penalty for unsatisfactory work.

This provision shall not include cases of negligence, criminal negligence, or other situations where in the opinion of the courts or insurance carrier the damage was caused by other than "accident." In such cases the employee shall be held responsible for her/his actions and for the payment of damages or the replacement of the article.

**22.07 Cash Shortages**

An employee shall not be responsible for reimbursement of shortages except in the case of theft or fraud. All employees must be bonded or bondable.

**22.08 Harassment**

The Employer and Union have developed a policy and procedures to deal with workplace harassment. The Employer shall not amend the policy without the agreement of the Union. The policy can be located in the Public Folders online.

**22.09 First Aid Attendants**

- (a) Subject to paragraph (b), the Employer will provide for three (3) designated Level 2 First Aid Attendants and one back-up attendant.
- (b) The designated attendants will be filled from the organization as a whole through an expression of interest from all employees in the Bargaining Unit and they will coordinate work and vacation schedules to ensure appropriate first aid coverage.

Selection of Attendants will be based on compatibility, qualifications and seniority.

- (c) The Employer agrees to pay a first aid premium of \$100 per month to each designate.

The back-up designate will receive a premium of \$0.75 per hour for each hour worked as back-up.

- (d) The Employer will pay all course fees and the course and exam can be taken on Company time without loss of pay.

**22.10 Casual Employees**

It is understood and agreed by both parties that the provision for casual employees shall include and be limited by the following:

- (i) Casual Employees shall be comprised solely of former employees. Such employees shall be rehired only for job duties previously performed, in order to ease workloads of existing employees during unforeseen situations involving unanticipated staff shortages or temporarily increased workloads.

- (ii) The hire of any Casual Employee shall not conflict with any provision of the Collective Agreement and, in particular, Article 12 "Promotion & Staff Changes."
- (iii) Casual Employees shall be subject to applicable readmittance fees and Union dues.
- (iv) Seniority shall not be established for Casual Employees.
- (v) The Union shall be notified in writing on or before the date of hire of any Casual Employee, the following information:
  - (1) name of employee
  - (2) date of hire
  - (3) length of employment
  - (4) salary
  - (5) position to be filled
  - (6) reason for hire
  - (7) previous job duties performed

22.11 Video electronic surveillance of the Employers premises shall be only for the purposes of building security and safety of the employees. The Union will be advised of the location of all video surveillance equipment.

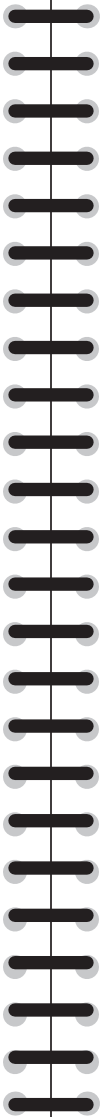
**22.12 Additional Life Insurance**

Additional life insurance in the amount of two hundred thousand dollars (\$200,000) will be provided for all employees. Insurance will be payable under the conditions specified in the contract between Pacific Blue Cross and the Underwriter, but in general terms will be payable in the event of accidental death while travelling on Employer business.

**ARTICLE 23 — JOINT COMMITTEES**

**23.01 The Labour Management Committee**

A Joint Labour Management Committee shall be maintained consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall have the full support of both parties in



the interests of improved morale and job security for the employees and improved service to the public.

**Function of the Committee**

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the Union;
- (b) Improving and extending services to the public;
- (c) Promoting safety and sanitary practices;
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances);
- (e) Correcting conditions which may result in grievances.

**Meetings of the Committee**

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance. Employees shall not suffer any loss of pay for time spent with this Committee.

**Chairperson of the Committee Meetings**

An Employer representative and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

**Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive signed copies of the minutes within three (3) days following the meeting.

**Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**23.02 Health and Safety Committee**

A Health and Safety Committee shall be established which is composed of three (3) Union and three (3) Employer members appointed by the parties. The Health and Safety Committee shall hold meetings at least once per month for jointly considering, reviewing and improving health and safety conditions or practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

**23.03 Employee Assistance Program**

- (1) All employees are eligible to use the benefits of this program as set out in the Employee Assistance Program.
- (2) A joint committee comprised of two (2) members appointed by the Union and two (2) appointed by Management shall administer this program, and report to the parties as required.
- (3) The cost of this Plan shall be seventy-five percent (75%) paid by the Employer and twenty-five percent (25%) paid by the Union.

**23.04 Pension Committee**

A joint committee of three (3) Union and three (3) Management representatives will review the performance of the Plan at least annually and make recommendations as required. If the committee cannot agree on recommendations, a mutually agreed upon independent arbitrator shall review the performance of the Plan. The recommendations of the independent arbitrator will be binding on the parties.

**ARTICLE 24 — SPECIAL CONDITIONS  
RE: PAYMENT OF WAGES AND ALLOWANCES**

**24.01 Education Allowances**

(a) When an employee attends an academic, technical or Union course at the request of the Employer, the employee's cost of such course and any publications which the course demands be purchased by the student, shall be paid for by the Employer prior to commencement of such course. If all or any portion of such course falls on an employee's day off, the matter will be discussed prior to the course between the Employer, Union and employee. At this discussion it will be determined whether the employee is to be reimbursed for the time spent on the course for such day or days off.

(b) Employees who wish to take technical or academic courses to obtain, maintain, or upgrade job related skills shall submit such requests in writing. If approved, the Employer shall pay one hundred percent (100%) of the cost of course fees, tuition and any required publications/ materials upon proof of satisfactory course completion. Approval shall not be unreasonably denied.

Should the employee resign from employment while enrolled in such course, or within a period of sixty (60) working days after completion of the course, the employee shall fully reimburse the Employer for any monies paid.

(c) Employees who wish to take technical or academic courses to enhance or obtain skills for career path advancement shall submit such requests in writing. If approved, the Employer shall pay one hundred percent (100%) of the cost of course fees, tuition and any required publications/ material upon proof of satisfactory course completion. In those cases where the reimbursement would exceed one thousand dollars (\$1,000) in a calendar year the request will be

jointly reviewed by the Department Manager and Human Resources. The maximum reimbursement by the Employer is one thousand dollars (\$1,000) for any one employee in a calendar year.

Should the employee resign from employment while enrolled in such course, or within a period of sixty (60) working days after completion of the course, the employee shall fully reimburse the Employer for any monies paid.

**24.02 Mileage Allowance — Casual Use**

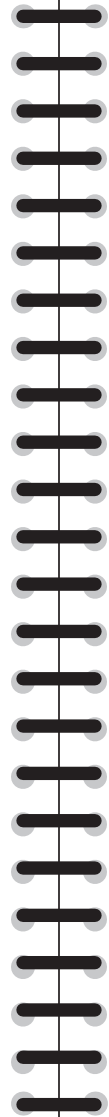
When an employee is requested to use her/his personal vehicle on the Employer's business, she/he shall be paid at the rate established by the Canada Revenue Agency (CRA).

**24.03 Workers' Compensation Pay Supplement**

An employee prevented from performing her/his regular work with the Employer due to an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and her/his last rate of pay. Pending a settlement of the insurable claim the employee shall continue to receive the full pay and benefits of this Agreement. In order to continue receiving her/his regular salary the employee shall assign her/his Compensation cheque to the Employer. In return the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form.

**24.04 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her/his regular rate of pay, without deduction from sick leave unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this Section shall receive pay for



time necessarily spent for further treatment of the injury during regularly scheduled working hours subsequent to the day of the accident.

If requested, an employee shall produce a certificate from a practitioner as allowed by the Medical Services Plan of British Columbia, certifying that she/he was unable to carry out her/his duties due to illness.

**24.05 Pay Days**

The Employer shall pay salaries and wages semi-monthly in accordance with the wage schedule attached hereto and forming part of this Agreement. Employees shall be provided with an itemized statement of her/his wages, overtime and other supplementary pay and deductions on each cheque.

The option of direct deposit of salaries or wages is available to all employees.

**24.06 Vacation Pay**

An employee may, upon giving not less than two (2) weeks notice, receive at least seven (7) days prior to commencement of her/his annual vacation, any cheque(s) which may fall due during the period of vacation.

**24.07 Appointments Requested by Employer**

When an employee is requested by the Employer to attend any appointment, the employee shall not suffer any loss of pay for such time spent on such appointments. Time spent by employees on interviews or testing for posted positions will be conducted without loss of pay and whenever possible these will be scheduled outside core hours.

## ARTICLE 25 — WAGE AND INCREMENT SCALE

- 25.01 Employees shall progress automatically through the salary range in accordance with the length of service on the job. It is understood that the term "Anniversary Date" refers to the date on which the employee commenced employment with Pacific Blue Cross. The date of advancement to a higher job group level will be known as the "Promotion Date."
- 25.02 Employees, where possible, will be hired into Step one of the appropriate job group.
- 25.03 Increases will be given upon completion of the probationary period of six (6) months.
- 25.04 Increases thereafter will be given on the employee's anniversary date based on a twenty-four (24) month four step increment pattern (i.e. start, six month second step, one year third step, then maximum).
- 25.05 The following general increases will apply to all salaries which were in effect on August 1, 2010:
- Effective August 1, 2010 — One percent (1%). In addition, a lump sum payment of \$500 will be paid out on the first pay period following ratification of the collective agreement on the basis provided under Clause 25.08
  - Effective August 1, 2011 — Two percent (2%)
  - Effective August 1, 2012 — Two percent (2%)
  - Effective August 1, 2013 — Two and a half percent (2½%)

## 25.06 Promotions

- (a) An employee will be promoted in accordance with Clause 12.07. Assuming satisfactory performance during the probationary period, increases will be as follows:
- (i) Clause 25.04 sets out salary scale increases based on a twenty-four (24) month service period on a 4-step grid. The length of service that must be served in the position to trigger salary step increases are as follows:
- Step 1 to 2 — Six (6) months service in the position to reach Step 2
  - Step 2 to 3 — Six (6) months service in the position to reach Step 3
  - Step 3 to 4 — Twelve (12) months service in the position to reach Step 4
- (ii) The pattern described in paragraph (i) is correct when as the result of the application of Clause 12.07; an employee is placed at Step 1.
- (iii) The exception to the pattern described in paragraph (i) occurs when as the result of the application of Clause 12.07 an employee is placed at Step 3. In this circumstance they will receive a Step increase to Step 4 after serving only six (6) months as opposed to the twelve (12) months stipulated in the service progression set out in Clause 25.04.
- (iv) An employee placed on Step 2 as the result of the application of 12.07, is required to satisfactorily complete a six (6) month probationary period, and if satisfactory will move to Step 3. Once at Step 3 the employee will be moved to Step 4 on their promotion date, which is six (6) months from the end of their probationary period.

25.07 CUPE Salaries: Effective AUGUST 1, 2010

Grade	Step 1	Step 2	Step 3	Step 4
1	\$2,715	\$2,807	\$2,900	\$2,992
2	\$2,881	\$3,082	\$3,283	\$3,487
3	\$3,059	\$3,232	\$3,407	\$3,582
4	\$3,242	\$3,434	\$3,628	\$3,820
5	\$3,429	\$3,620	\$3,810	\$4,001
6	\$3,616	\$3,843	\$4,072	\$4,296
7	\$3,807	\$4,017	\$4,227	\$4,435
8	\$4,003	\$4,217	\$4,434	\$4,652
9	\$4,204	\$4,474	\$4,744	\$5,016
10	\$4,408	\$4,659	\$4,911	\$5,165
11	\$4,623	\$4,869	\$5,110	\$5,353
12	\$4,832	\$5,056	\$5,278	\$5,499
13	\$5,553	\$5,691	\$5,833	\$5,979

Information Technology Salaries: Eff. JULY 16, 2011

Grade	Step 1	Step 2	Step 3	Step 4
IT4	\$3,245	\$3,437	\$3,629	\$3,821
IT5	\$3,574	\$3,765	\$3,956	\$4,147
IT6	\$3,838	\$4,062	\$4,286	\$4,510
IT7	\$4,449	\$4,659	\$4,869	\$5,079
IT8	\$5,077	\$5,294	\$5,511	\$5,728
IT9	\$5,346	\$5,616	\$5,886	\$6,156
IT10	\$5,819	\$6,071	\$6,323	\$6,575
IT11	\$6,296	\$6,539	\$6,782	\$7,025

BC Life Claims Services Salaries: Eff. AUGUST 1, 2010

Grade	Step 1	Step 2	Step 3	Step 4
P1	\$3,529	\$3,913	\$4,299	\$4,683
P2	\$3,722	\$4,175	\$4,624	\$5,075
P3	\$3,919	\$4,434	\$4,951	\$5,466
P4	\$4,119	\$4,682	\$5,244	\$5,807
P5	\$4,537	\$5,024	\$5,511	\$6,001

CUPE Salaries: Effective AUGUST 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4
1	\$2,770	\$2,864	\$2,958	\$3,052
2	\$2,939	\$3,144	\$3,349	\$3,557
3	\$3,121	\$3,297	\$3,476	\$3,654
4	\$3,307	\$3,503	\$3,701	\$3,897
5	\$3,498	\$3,693	\$3,887	\$4,082
6	\$3,689	\$3,920	\$4,154	\$4,382
7	\$3,884	\$4,098	\$4,312	\$4,524
8	\$4,084	\$4,302	\$4,523	\$4,746
9	\$4,289	\$4,564	\$4,839	\$5,117
10	\$4,497	\$4,753	\$5,010	\$5,269
11	\$4,716	\$4,967	\$5,213	\$5,461
12	\$4,929	\$5,158	\$5,384	\$5,609
13	\$5,665	\$5,805	\$5,950	\$6,099

Information Technology Salaries: Eff. AUGUST 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4
IT4	\$3,310	\$3,506	\$3,702	\$3,898
IT5	\$3,646	\$3,841	\$4,036	\$4,230
IT6	\$3,915	\$4,144	\$4,372	\$4,601
IT7	\$4,538	\$4,753	\$4,967	\$5,181
IT8	\$5,179	\$5,400	\$5,622	\$5,843
IT9	\$5,453	\$5,729	\$6,004	\$6,280
IT10	\$5,936	\$6,193	\$6,450	\$6,707
IT11	\$6,422	\$6,670	\$6,918	\$7,166

BC Life Claims Services Salaries: Eff. AUGUST 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4
P1	\$3,600	\$3,992	\$4,385	\$4,777
P2	\$3,797	\$4,259	\$4,717	\$5,177
P3	\$3,998	\$4,523	\$5,051	\$5,576
P4	\$4,202	\$4,776	\$5,349	\$5,924
P5	\$4,628	\$5,125	\$5,622	\$6,122

**CUPE Salaries: Effective AUGUST 1, 2012**

Grade	Step 1	Step 2	Step 3	Step 4
1	\$2,826	\$2,922	\$3,018	\$3,114
2	\$2,998	\$3,207	\$3,416	\$3,629
3	\$3,184	\$3,363	\$3,546	\$3,728
4	\$3,374	\$3,574	\$3,776	\$3,975
5	\$3,568	\$3,767	\$3,965	\$4,164
6	\$3,763	\$3,999	\$4,238	\$4,470
7	\$3,962	\$4,180	\$4,399	\$4,615
8	\$4,166	\$4,389	\$4,614	\$4,841
9	\$4,375	\$4,656	\$4,936	\$5,220
10	\$4,587	\$4,849	\$5,111	\$5,375
11	\$4,811	\$5,067	\$5,318	\$5,571
12	\$5,028	\$5,262	\$5,492	\$5,722
13	\$5,779	\$5,922	\$6,069	\$6,221

**Information Technology Salaries: Eff. AUGUST 1, 2012**

Grade	Step 1	Step 2	Step 3	Step 4
IT4	\$3,377	\$3,577	\$3,777	\$3,976
IT5	\$3,719	\$3,918	\$4,117	\$4,315
IT6	\$3,994	\$4,227	\$4,460	\$4,694
IT7	\$4,629	\$4,849	\$5,067	\$5,285
IT8	\$5,283	\$5,508	\$5,735	\$5,960
IT9	\$5,563	\$5,844	\$6,125	\$6,406
IT10	\$6,055	\$6,317	\$6,579	\$6,842
IT11	\$6,551	\$6,804	\$7,057	\$7,310

**BC Life Claims Services Salaries: Eff. AUGUST 1, 2012**

Grade	Step 1	Step 2	Step 3	Step 4
P1	\$3,672	\$4,072	\$4,473	\$4,873
P2	\$3,873	\$4,345	\$4,812	\$5,281
P3	\$4,078	\$4,614	\$5,153	\$5,688
P4	\$4,287	\$4,872	\$5,456	\$6,043
P5	\$4,721	\$5,228	\$5,735	\$6,245

**CUPE Salaries: Effective AUGUST 1, 2013**

Grade	Step 1	Step 2	Step 3	Step 4
1	\$2,897	\$2,996	\$3,094	\$3,192
2	\$3,073	\$3,288	\$3,502	\$3,720
3	\$3,264	\$3,448	\$3,635	\$3,822
4	\$3,459	\$3,664	\$3,871	\$4,075
5	\$3,658	\$3,862	\$4,065	\$4,269
6	\$3,858	\$4,099	\$4,344	\$4,582
7	\$4,062	\$4,285	\$4,509	\$4,731
8	\$4,271	\$4,499	\$4,730	\$4,963
9	\$4,485	\$4,773	\$5,060	\$5,351
10	\$4,702	\$4,971	\$5,239	\$5,510
11	\$4,932	\$5,194	\$5,451	\$5,711
12	\$5,154	\$5,394	\$5,630	\$5,866
13	\$5,924	\$6,071	\$6,221	\$6,377

**Information Technology Salaries: Eff. AUGUST 1, 2013**

Grade	Step 1	Step 2	Step 3	Step 4
IT4	\$3,462	\$3,667	\$3,872	\$4,076
IT5	\$3,812	\$4,016	\$4,220	\$4,423
IT6	\$4,094	\$4,333	\$4,572	\$4,812
IT7	\$4,745	\$4,971	\$5,194	\$5,418
IT8	\$5,416	\$5,646	\$5,879	\$6,109
IT9	\$5,703	\$5,991	\$6,279	\$6,567
IT10	\$6,207	\$6,475	\$6,744	\$7,014
IT11	\$6,715	\$6,975	\$7,234	\$7,493

**BC Life Claims Services Salaries: Eff. AUGUST 1, 2013**

Grade	Step 1	Step 2	Step 3	Step 4
P1	\$3,764	\$4,174	\$4,585	\$4,995
P2	\$3,970	\$4,454	\$4,933	\$5,414
P3	\$4,180	\$4,730	\$5,282	\$5,831
P4	\$4,395	\$4,994	\$5,593	\$6,195
P5	\$4,840	\$5,359	\$5,879	\$6,402

## 25.08 Surplus Sharing Arrangement

In the event Pacific Blue Cross earns a surplus of revenue before investment income and income taxes, the amount in excess will be shared with all bargaining unit employees as follows:

- (a) The amount of surplus to be distributed to eligible employees will be equal to ten percent (10%) of the surplus before investment income and income taxes based on the annual audited financial statements.
- (b) Eligible employees are those who have passed their probationary period, were actively employed during the calendar year, and who are employed at time of payout.
- (c) The payment will be made in the form of a lump sum payment.
- (d) The payment will be determined by dividing the number of eligible employees into the amount to be shared. Full-time employees who were active for a portion of the year, including Offsite Examiners, will receive a lump sum payment on a pro-rated basis. Part-time employees will receive a lump sum payment based on fifty-seven percent (57%) of the lump sum payment applicable to full-time employees.
- (e) The lump sum payment is not deemed gross earnings or gross salary for the purposes of other calculations provided for in the collective agreement.
- (f) The lump sum payment will be paid no later than thirty (30) days after the AGM at which time the financial report is presented.

## ARTICLE 26 — C.O.L.A.

26.01 1. Effective August 1, 2010, all employees will be paid a cost-of-living allowance on the following basis:

- (a) Base — The January 2010 Vancouver Consumer Price Index (2002 = 100).
- (b) Trigger — Base + six and one-half percent (6½%).
- (c) Once the C.O.L.A. has triggered, each one percent (1%) increase in the CPI shall produce a C.O.L.A.

payment equal to one percent (1%) of each employee's base salary. A decrease in the CPI will produce a similar decrease in C.O.L.A. payments, except where roll-in has been determined as detailed in Clause 26.01 (g).

- (d) Rounding — The C.O.L.A. will be rounded off to the nearest whole percentage, with any amount of one-half percent (½%) or more rounded up and any less than one-half percent (½%) rounded down.
- (e) Ceiling — Nine and one-half percent (9½%). The maximum net C.O.L.A. bonus payable will be three percent (3%).
- (f) Payment — Once the C.O.L.A. has triggered, payment will be monthly, with payment based on the previous month's CPI, i.e., the CPI for January will determine the size of the February C.O.L.A. The last C.O.L.A. payment will be made in July 2011.
- (g) Roll-In — The August 1, 2011 C.O.L.A. roll-in will be determined by the highest C.O.L.A. amount paid for the following months (July 2010, October 2010, January 2011 and April 2011) and will be rolled into the base salaries detailed in Clause 25.06 to form new base salaries. A minimum C.O.L.A. payment will not be less than the previous Indicator Month, (April, July, October, January).
- (h) Changes in the Consumer Price Index — If the CPI becomes unavailable in its present form, both parties agree to renegotiate the C.O.L.A. Should no agreement be reached, the dispute will be resolved by the Arbitration Procedure described in this Agreement.

## ARTICLE 27 — RECLASSIFICATION AND/OR NEW POSITIONS

27.01 In order to assure maintenance of the Job Evaluation Program, the Maintenance Procedure Manual and the Joint Job Evaluation Plan, dated August 2009, shall be attached as Appendix "A" and form part of this Agreement.



27.02 When duties or specifications in any classification are changed or increased or when a position not covered in this Agreement is established during the term of this Agreement, it shall be subject to Job Evaluation.

**27.03 No Reduction in Wages**

No employee shall have her/his wages reduced because of any Job Evaluation program. If any position is red circled in accordance with the Maintenance Procedure Manual, the incumbent employee(s) shall continue to receive regular salary increases in accordance with the Collective Agreement. Any new employee(s) assuming a red circled position shall receive the correct rate of pay.

**ARTICLE 28 — PRINTING OF COLLECTIVE AGREEMENT**

28.01 The Collective Agreement shall be printed in booklet form and letter size for Employee Handbook at a Union Print Shop and will display the Union logo of the Print Shop. The cost of printing shall be shared equally by the Union and the Employer.

**ARTICLE 29 — RETROACTIVITY**

29.01 All salary, including that earned by EHC Offsite Assessors, overtime worked, shift differential, and honorariums, in the new Agreement shall be adjusted to August 1, 2010, for all employees who are actively on the payroll upon date of ratification by both parties. Employer and Employee Pension contributions shall be remitted to the appropriate Pension plan to reflect retroactivity of wages. Permanent employees who left employment prior to date of ratification shall be entitled to retroactivity of wages for time worked prior to ratification upon application to the Employer provided they contact the Employer, in writing, within one (1) month of ratification.

**ARTICLE 30 — TERM OF AGREEMENT**

30.01 This Agreement shall be for the period from and including August 1, 2010, to and including July 31, 2014 and from year to year thereafter subject to the right of either party

to the Agreement. At any time within four (4) months immediately preceding the date of the expiry of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining.

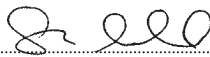
Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect until:

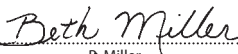
- (a) the Union shall give notice to strike (or until the Union goes on strike), or
- (b) the Employer shall give notice of lock-out (or the Employer shall lock out its employees), or
- (c) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.


30.02 No provision of this Collective Agreement or any Letter of Understanding attached hereto shall be altered or suspended without prior agreement of the Joint Negotiating Committee.


In Witness Whereof the parties have hereunto set their hand and seals this 26th day of May, 2011.

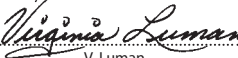
**For The Union**

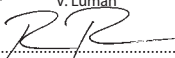
  
S. Murdoch

  
Beth Miller  
B. Miller


  
K. Lui

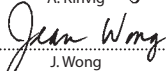
  
S. Filléui

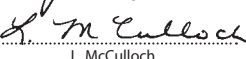
  
V. Luman

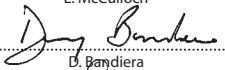
  
R. Pearce

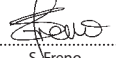
**For The Employer**

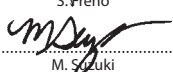
  
A. Kinvig

  
J. Wong

  
L. McCulloch

  
D. Pandiera

  
S. Freno

  
M. Suzuki

**LETTER OF UNDERSTANDING NUMBER 1**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

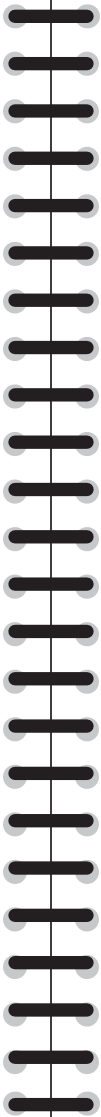
**RE: UNION EXPENSES**

It is hereby agreed between The Employer and the Union that the Union Executive Board and Negotiating Committee may use the following equipment:

- (a) Mailing machine
- (b) Document Centers
- (c) Folder/Inserter machine.
- (d) Personal Computer/printer
- (e) Facsimile Machine
- (f) Internet Access

The Union shall reimburse the Employer on a quarterly basis in the months of March, June, September and December for all costs incurred by the Union for copying and postage.

The President of the Union shall be responsible for controlling the use of these privileges.



**LETTER OF UNDERSTANDING NUMBER 2**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: EHC OFF-SITE ASSESSORS**

The parties mutually agree to the following terms and conditions of employment for Extended Health Care Claims Examiners who work offsite. It is agreed that this Letter of Understanding is attached to and forms part of this Collective Agreement between the parties.

**A. DEFINITIONS**

Offsite positions are for the purpose of augmenting regular EHC Claims Examiners and shall be utilized for periods not to exceed nine (9) months in a calendar year, unless mutually agreed between the Employer and the Union.

**B. BENEFITS**

The usual waiting period will be waived and MSP, EHC, Dental and Group Life benefits shall become available immediately upon start-up. Offsite employees will not be eligible for sick leave, paid vacation time, STD, LTD or the Union Pension Plan. Offsite employees shall be eligible for the same employee and employer contribution to the PBC RRSP Program pursuant to Clause 20.01(d).

**C. HOURS OF WORK**

Offsite employees online access will be dependent upon the availability of the system, but generally restricted between the hours of 6:00 a.m. and 6:00 p.m. The flexible hours system will be based on a thirty-five (35) hour work week, five (5) days per week, seven (7) hours per day.

**TIMEKEEPING**

Timekeeping will operate on the honour system. At the end of each week a summary of hours worked will be posted by each employee. All flex banks will be cleared when offsite employees are off-line.

**D. OVERTIME**

- (1) Overtime shall be on a voluntary basis and with the approval of the Department Manager.
- (2) Overtime rates will be paid as follows:  
Time and one-half (1.5x) for the first eight (8) hours earned in excess of thirty-five (35) hours in a one (1) week period — double time (2x) thereafter.
- (3) Article 16.04 (b) applies to offsite employees.
- (4) An employee must be at zero (0) or positive flex hours prior to qualifying for overtime.

**E. SPECIAL CONDITIONS**

It is understood and agreed by both parties that the provision for offsite employees shall include and be limited by the following:

- (1) Offsite employees shall be comprised solely of former employees who are qualified EHC Claims Examiners. Such employees shall be utilized during peak periods and to ease workloads of existing employees during unforeseen situations involving unanticipated staff shortages, or temporarily increased workloads;
- (2) Offsite EHC Claims Examiners shall not be utilized in the event that the number of regular in-house EHC Claims Examiners falls below twenty-two (22) positions;
- (3) The number of offsite EHC Claims Examiners will not exceed seven (7);
- (4) Utilization of offsite employees shall not conflict with any provision of the Collective Agreement and, in particular, Article 12 "Promotion & Staff Changes;"
- (5) Articles 3, 4, 5, 6, 7, 8, 9, 10 of the Collective Agreement and Clauses 11.05 (a) and (b), 15.04, 15.06, 22.02 (b) (1) (i) and (ii); 22.03, 22.06, 22.07, 22.08, 23.01, 23.02, 23.03, 23.04, and 23.05 apply to Offsite EHC Claims Examiners in their entirety;
- (6) The Union will be notified in writing on or before the date of any offsite employees going online with the following information:

- (a) Name, address and telephone number of Employee;
- (b) Date of online access;
- (c) Length of employment.

**F. SENIORITY**

- (1) A separate seniority list shall be maintained for offsite employees for the purposes of allocating work and determining order of start up and layoffs.
- (2) Seniority shall be calculated and accumulated on the basis of service with the Employer, calculated from the date of hire as an Offsite EHC Claims Examiner and accumulated in the same proportion which time worked bears to full-time.
- (3) Offsite employees shall be laid off before regular employees and temporary employees hired to augment the regular EHC Claims workforce.
- (4) Offsite EHC Claims Examiners cannot use their seniority for the purposes of bidding or posting into other bargaining unit positions.
- (5) Offsite employees may not exercise bumping rights. In the event Offsite positions are no longer viable, the Union and Employer will have discussions about accommodating Offsite inhouse.
- (6) Offsite employees shall be laid off in reverse order of their offsite seniority.
- (7) Offsite employees will be recognized through the annual Long Service Award ceremony, based on their first date of hire, however this recognition does not confer service or seniority rights to Offsite employees.

**G. CONDITIONS OF EMPLOYMENT**

- (1) Offsite employees place of work will be their personal residence. Offsite employee residences must meet the requirements outlined by Pacific Blue Cross Technical Services EHC OFFSITE EQUIPMENT INSTALLATION REQUIREMENTS. The technical manual requirements will be established by Information Services in accordance with the regulations and the Union and Offsite Employees will be notified of any changes in writing.

- (2) Offsite employees will be expected to consistently maintain minimum monthly hours and meet a production standard established by the Employer for offsite employees. Failure to do so may result in discipline as per Article 8 of the Collective Agreement. Time limits referred to in Article 8 would be extended in direct relation to actual time worked.
- (3) The Union may access the employees residence by appointment with the employee. Such meetings will cause no undue interference with work and will be unpaid for both employee and union representative(s).
- (4) The Employer will be responsible for the initial equipment installation charges and for any additional costs required by Pacific Blue Cross. The off-site employee will be responsible for any costs associated with relocation of residence, subject to meeting the requirements of the Technical Manual.
- (5) The Employer shall pay and/or reimburse the following operational costs for offsite employees:
  - (i) pre-approved courier delivery charges;
  - (ii) communication line charges within the local Internet Provider network;
  - (iii) maintenance costs for required equipment.

**H. WAGE AND INCREMENT SCALE**

Employees shall be paid at Step 4 of the equivalent in-house position EHC Claims Examiner job group.

**I. VOLUME**

Offsite employees shall work a minimum of one hundred and twenty (120) hours per month provided sufficient work is made available and online access has not been restricted. Allowances shall be made in the event of sickness or other circumstances beyond the control of the employee.

**J. MEETINGS**

Meetings or training at the Employer's request will be considered paid time.

**K. SPECIAL CONDITIONS**

**RE: PAYMENT OF WAGES AND ALLOWANCES**

Offsite EHC Claims Examiners will be paid in accordance with Clause 24.05.

**L. TERM**

This Letter of Understanding shall be in effect from the date of ratification and expire July 31, 2014.

**LETTER OF UNDERSTANDING NUMBER 3**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: PRODUCTION CONTROL FLEX HOURS**

DELETED.

**LETTER OF UNDERSTANDING NUMBER 4**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: JOB SHARING**

**JOB SHARE PROGRAM**

**DEFINITION**

Job sharing is defined as dividing all the functions of one (1) full-time regular position between two (2) employees in the same classification, each of whom works part-time in a manner that provides full-time coverage for the position. The Department Manager is responsible for communicating the requirements of the job to both employees. Regular full-time positions are eligible for job sharing.

**TERM**

Any job share arrangement shall be for a period of twelve (12) calendar months. After one year the following conditions apply:

- (1) each participant in the job share arrangement will return to their former positions; or
- (2) a request for extension may be made, in writing from both participants at least thirty (30) days prior to the expiration of the job share arrangement. Extensions of one (1) year will be considered; or
- (3) a request to make the job share permanent, in writing from both participants, at least thirty (30) days prior to the expiration of the job share arrangement can be made.

**PROCEDURE**

Regular employees wanting to job share may request their manager to consider a proposal for a job sharing arrangement. In making a submission it is important that both employees realize they are entering a partnership. The proposal must provide information on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:

- (1) which functions will be shared and which functions will be performed by only one partner;
- (2) how work load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed;
- (3) preferred work schedule of each partner, preferred start date;
- (4) other information required by the Manager or by the job itself.

### **REGISTRATION**

- (1) Current regular employees and post-maternity employees who wish to job share should register with the Human Resources Office. The Human Resources Manager will notify Department Managers and the Union that a job sharing request has been received and initiate discussions concerning same.
- (2) The proposal will be reviewed to determine the feasibility of the arrangement and submitted to the Union for review. Subject to operational efficiency, requests for job sharing will not be unreasonably declined by the Employer.
- (3) No job share arrangement, extension or permanent assignment will be implemented without the written consent of the Union and the Employer.

### **JOB SHARING CONDITIONS**

- (1) The maximum number of positions eligible for job sharing shall be fifteen (15).
- (2) There shall be no reduction in the number of full-time positions and/or classifications as a direct or indirect result of job sharing. Jobs being shared shall remain full-time positions.
- (3) Any vacancies resulting from employees job sharing shall be posted in accordance with the terms of the Collective Agreement.
- (4) Full-time regular employees who enter a job sharing arrangement will change their status to part-time regular, and work a minimum of twenty (20) hours per week. When an employee has special circumstances regarding hours/days of work, alternate arrangements can be made subject to mutual agreement between the Employer and the Union.

- (5) Notwithstanding Article 16, employees may be requested to relieve for each other at straight time rates.
- (6) Joint applications for promotions, lateral transfers etc., by the two (2) employees sharing a job will not be permitted.
- (7) Employees may only participate in one (1) job share at a time, however, employees are not limited to the number of job share agreements during their employment.
- (8) The job share position will revert to full-time for any absence in excess of twelve (12) weeks, unless otherwise agreed to by the Manager.

### **SENIORITY AND BENEFITS**

Participants in a job share arrangement shall accrue seniority for all purposes, and be eligible for benefits in the same manner as a regular part-time employee would pursuant to the Collective Agreement.

### **TERMINATION OF THE JOB SHARE ARRANGEMENT**

- (1) The job sharing arrangement may be terminated by the Employer, or either of the job sharing participants with thirty (30) days written notice, prior to the expiration of the job share arrangement, with a copy to the Union.
- (2) At the conclusion of a job share arrangement, each participant shall be returned to their former position. Any persons so displaced by the end of a job share arrangement, shall be returned to their former position. In the event the previously held position does not exist, a position of similar nature shall be made available.
- (3) If one of the partners resigns or posts into another position, the job sharing arrangement will end and the remaining partner will revert to full-time status.
- (4) Should a permanent job sharing arrangement be terminated by the Employer, the job sharing partner with seniority (company wide) will assume the full-time position. The provisions of Article 13 will apply to the other incumbent.

If the seniority incumbent declines the full-time regular position, then the remaining partner will be offered the position. If the remaining partner also declines, the position will be posted in the usual manner.

**LETTER OF UNDERSTANDING NUMBER 5**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: PERFORMANCE MEASUREMENT**

The Employer recognizes that the purpose of Corporate Performance Management Programs is for monitoring, measurement and is to provide a supportive, non-disciplinary process for employee coaching, training and development.

The parties agree that, during the term of this agreement if any concerns arise on Corporate Performance Management Programs, a committee comprised of an equal number of management and union representatives will be convened to seek a resolve to outstanding matters.

**LETTER OF UNDERSTANDING NUMBER 6**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CUSTOMER CONTACT POSITIONS**

DELETED.

**LETTER OF UNDERSTANDING NUMBER 7**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: SALARY SCALES —**  
**APPLICATIONS & TECHNICAL SERVICES DEPARTMENTS**  
DELETED.

**LETTER OF UNDERSTANDING NUMBER 8**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: STRUCTURE — GROUP CLIENT DEVELOPMENT**

It is agreed that the provisions of Clause 12.05 do not apply in the filling of the positions covered by this Letter of Understanding. The Employer, in considering applications into Service Representative positions, shall give consideration to the skills, knowledge, attitude, education and demonstrated ability of the applicants and if considered relatively equal, the senior qualified applicant shall receive the position. If there are no suitable applicants, external applicants can be considered.

**Service Representative** — performs a variety of duties relating to the acquisition of new customers. Assists customers with administration support issues, including providing customers and brokers timely follow-up on problem or concerns. Interfaces effectively with internal organizational resources to ensure customers are being efficiently served, and their issues are being resolved.

**Senior Service Representative** — performs a variety of duties relating to customer service and the acquisition of new member groups. Explains coverage offered by Pacific Blue Cross/BC Life and manages timely follow-up on problems or concerns. This position requires a higher level of independence and judgment than that of the Service Representative.

Pay Grades are subject to Job Evaluation.



**LETTER OF UNDERSTANDING NUMBER 9**

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

Former UFCW employees will continue to be grandparented with their previous sick leave and shall be grandparented for their "continuation of benefits" pursuant to the previous Appendix "A" as outlined below:

**Sick Leave**

- (a) Grandparented employees shall be entitled to sixty (60) consecutive calendar days sick leave with full pay.
- (b) If an employee is unable to return to work following sixty (60) consecutive calendar days sick leave as set out in (a) above, the employee shall proceed onto the Short Term Disability Plan.
- (c) If after thirty (30) consecutive calendar days following return to work there is a recurrence of the same illness or injury, or a new illness or injury, the employee shall be entitled to another sixty (60) consecutive calendar days sick leave with full pay.
- (d) If after return to work following a Short Term Disability claim, an employee is unable to continue working for the next thirty (30) consecutive calendar days, a new illness or injury shall be covered by (a) above; a recurrence of the same illness or injury shall be covered as a continuation of the original Short Term Disability claim.
- (e) In order to be paid for any one sick leave absence in excess of fourteen (14) consecutive calendar days, the Employer may require the employee to provide a certificate from a physician.

**Continuation of Benefits**

- (a) Benefit coverage (MSP, EHC, Life Insurance, STD, LTD and Dental) shall continue while an employee is on Sick leave, Maternity Leave, Short Term Disability, WCB for any period of temporary total disability and the first fifteen (15) months of Long Term Disability.
- (b) During leave set out in (a) above, the Employer shall pay one hundred percent (100%) of the cost for the benefits set out with the exception of Long Term Disability which the employee shall pay one hundred percent (100%) of the cost.
- (c) Employer contributions to an employee's Registered Retirement Savings Plan shall continue for the ten (10) months of Short Term Disability. Such contributions shall be based on Short Term Disability benefit received, not the employee's gross salary.

**LETTER OF UNDERSTANDING NUMBER 10**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE AND CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: HELP DESK**

DELETED — Moved to Clause 15.02.

**LETTER OF UNDERSTANDING NUMBER 11**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: SIX (6) DAY OPERATION**

DELETED.

**LETTER OF UNDERSTANDING NUMBER 12**

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: STANDBY COVERAGE**

For the purpose of this Letter of Understanding, the parties mutually agree to the following definitions, terms and conditions of employment for Operations, Application Services and Technical Services staff. It is agreed that this letter of understanding is attached to and forms part of the collective agreement between the parties.

**Definitions**

Standby is defined as the period of time an employee is carrying a cellular phone and/or pager and is available to answer calls.

**Special Conditions**

- (1) Coverage will be on a voluntary basis by seniority. Coverage will be assigned on a seniority basis with a rotation list established equitably among staff willing to do the job, and according to qualifications and ability. If there are insufficient volunteers, the Employer may assign staff in reverse seniority order.
- (2) A standby rotation list of two (2) weeks duration will be established for the staff in each department. Staff members are permitted to change the schedule, with the department manager's permission. Standby staff members will carry a cellular phone and/or pager. The phone will be available for their personal use with free local call time on evenings and weekends.
- (3) The requirements necessitates standby coverage from 6:00 p.m. to 12:00 a.m. midnight on weekdays and 7:00 a.m. to 12:00 a.m. midnight on weekends and statutory holidays. The applicable phone number will be call forwarded to the staff

member's cell phone/pager during the required coverage. The standby staff member will be required to keep their cell phones/pager available for incoming calls for the entire period.

- (4) The employer will be responsible for the maintenance of all equipment — pagers and cellular phones (e.g., batteries, breakage, theft, insurance etc.).
- (5) Operations staff will only be required for standby coverage on statutory holidays. A tentative rotation schedule will be established in December each year along with annual vacation scheduling. Operations staff will forward the applicable phone number to the cell phone whenever they are away from their office for phone breaks (leaving the building for lunch etc.). If they are required to respond to a call while on a break, the break period will be extended, or may be taken later in the shift for an equal period of time.

**Pay Supplements**

- (a) An amount of five percent (5%) of gross hourly pay will be paid to support staff for the time they are on standby, Monday through Friday.
- (b) An amount of ten percent (10%) of gross hourly pay will be paid to support staff for the time they are on standby on Saturdays, Sundays and statutory holidays.
- (c) Employees required to work while on standby shall be paid for the time worked calculated at overtime rates outlined in Clause 16.04.

**LETTER OF UNDERSTANDING NUMBER 13**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: AFTERNOON SHIFTS**

DELETED.

**LETTER OF UNDERSTANDING NUMBER 14**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CALL CENTER STRUCTURE AND JOB POSTINGS**

The parties mutually agree that in order to facilitate improved customer service to our members, the following structure and job posting procedure for the Call Center will apply.

The objective of the Call Center is to have all employees providing customer service in this department, to be fully trained in Pacific Blue Cross products and able to resolve all telephone inquiries eliminating transferring of member calls.

It is therefore understood that in order to facilitate this objective, a posting and development procedure unique to the Call Center shall be implemented.

Should a vacancy arise for a Customer Service Representative, it is understood that the position posted will be the job description for a Customer Service Representative. All postings will state that in lieu of qualified applicants, trainee(s) will be considered who have experience in one line of benefit. Compensation for the trainee(s) will be pursuant to Clause 12.06.

In the event that no applicants for the CSR posting fulfill either the qualified or trainee requirements, then the Employer will fill a Development Candidate position from a separate job description which shall be attached to the same posting. Employees hired into this position will automatically progress to the CSR position at Job Group 3 upon completion of six (6) months of service and who have successfully completed their probationary/trial period within the Development Candidate position.

In the event there are no internal applicants who have the required knowledge and experience required by a Development Candidate the Employer will recruit for this position externally.

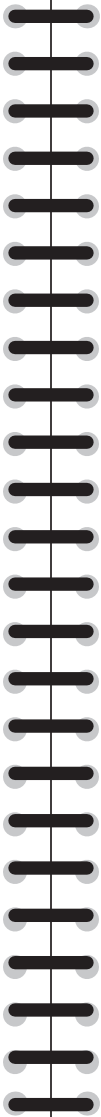
All other provisions of the collective agreement apply except as otherwise amended in this Letter of Understanding.

**LETTER OF UNDERSTANDING NUMBER 15**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: NEW BUSINESS OPPORTUNITIES**

DELETED.



**LETTER OF UNDERSTANDING NUMBER 16**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: BC LIFE CLAIMS SERVICES SALARY SCALE**

These wage scales are reflected in Clause 25.07.

**LETTER OF UNDERSTANDING NUMBER 17**

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: PHASED-IN RETIREMENT PLAN**

In the event that a reduction in the workforce or a reduction in the hours of work is required per Article 13.02, employees within a classification in the department affected by the layoffs shall be offered the option of phased-in retirement subject to the provisions outlined below. These provisions shall not apply in the event that a classification is eliminated within a department.

- (1) Phased-in retirement will be offered to employees who are at least fifty-five (55) years of age and have a minimum of twenty (20) years of service with the employer.
- (2) Employees who meet the criteria outlined in (1) shall be given the option to apply for phased in retirement; if there is more than one (1) applicant for phased in retirement than is required, selection will be based on seniority.
- (3) The Parties agree to a retirement date one (1) year or less from the inception of the phased-in retirement plan (the "Plan").
- (4) In the first half of the Plan, the employee shall work four (4) days a week and the fifth (5<sup>th</sup>) day shall be paid from any amount the employee is eligible to receive under the Voluntary Separation Package per Clause 20.09(d).
- (5) In the last half of the Plan, the employee shall work three (3) days a week and the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) day shall be paid from any amount the employee is eligible to receive under the Voluntary Separation Package per Clause 20.09(d).
- (6) The days off work will be subject to operational requirements and approval by the Manager.

- (7) Employees will receive all wages and benefits in accordance with the collective agreement for the twelve (12) month period subject to item (8) below.
- (8) In the event of a disability, benefits will cease as of the pre-determined retirement date as outlined in point 3 above.
- (9) In the event that there is insufficient work in the employee's department, the employee may be temporarily redeployed to another position where the employee possesses the skills and qualifications to perform the work; the Union will agree to waive Clause 12.02 to facilitate this temporary redeployment.
- (10) Upon completion of the phased-in retirement period, the employee shall receive the balance owing under the Voluntary Separation Package per Clause 20.09 (d).

The above conditions are irrevocable once the employee agrees to accept the phased-in retirement plan.

**LETTER OF UNDERSTANDING NUMBER 18**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: EXTENDED HEALTH CARE PLAN**

The parties mutually agree to modify Clause 20.04(h) as follows:  
Effective January 1, 2012, all active employees shall receive the following benefit:

- Registered Psychologist/Registered Clinical Counsellor — \$2,500 per CYM

**LETTER OF INTENT NUMBER 1**

BETWEEN  
PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE & CASUALTY COMPANY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: HARASSMENT POLICY**

DELETED.

**LETTER OF INTENT NUMBER 2**

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CLAUSE 24.01 (c) — CAREER PATH COURSES**

The Employer has agreed to ensure that following ratification of the agreement, courses requested to be taken by staff that do not fall under sub-section (a) or (b) will be jointly reviewed by the Department Manager and the Manager of Human Resources.

**APPENDIX A — JOB EVALUATION  
MAINTENANCE PROCEDURE**

**Article 1 — Purpose**

This Maintenance Procedure, updated July 31, 2009, establishes operational rules under which the Joint Job Evaluation Plan will be administered.

**Article 2 — Mandate of the Job Evaluation Plan and the Joint Job Evaluation Committee (JJEC)**

2.1 The role of the Plan is to provide a systematic, consistent and equitable approach to evaluating jobs and establishing job ratings.

**Job ratings serve to:**

- (a) band jobs within a certain range of point values into the same job group, which then determines the appropriate placement of jobs within the Salary Scale;
- (b) provide the basis upon which salary relationships between jobs are established;
- (c) measure changes in job content.

2.2 The primary functions of JJEC are:

- (a) to evaluate all new and changed jobs referred to the Committee within 90 days of submission in accordance with established review and documentation procedures;
- (b) to monitor the application of established maintenance procedures to all job within Pacific Blue Cross and ensure jobs are reviewed within the maintenance cycle;
- (c) to review requests for reconsideration following publication of JJEC rating decisions in accordance with established appeal criteria and procedures;
- (d) to document Plan interpretation, criteria for rating decisions and other precedents on an ongoing basis for future JJEC reference;



- (e) to recommend to the parties changes to the Job Evaluation Plan, related processes and forms to ensure the Plan stays current and continues to meet its mandate.

**Article 3: The Joint Job Evaluation Committee (JJEC)**

- 3.1 (a) JJEC requires equal representation and participation from the parties consisting of two regular representatives from the Employer and two regular representatives from the Local Union. One Employer representative will be selected from the Human Resources Department, and all other representatives will be selected from a cross-section of jobs and areas throughout the organization. A minimum of one alternate representative for each party will also be trained and available in the event of a permanent representative's inability to attend a JJEC meeting.
- (b) To ensure objectivity, JJEC representatives will act in a technical role when evaluating positions under the Job Evaluation Plan. Where employees and managers require advisory or advocacy services concerning the operation or interpretation of the Plan, managers may contact Human Resources and employees may contact their Local Union to obtain a referral to a knowledgeable resource who is equipped to provide those services.
- (c) Regular representatives of each party will exercise voting rights at JJEC meetings. Alternates may be in attendance as observers but will not be granted voting privileges unless they are assuming the role of a regular representative.
- (d) Alternates will receive training in the application of the Job Evaluation Plan by those experienced in the Plan. New alternates will attend a minimum of two Committee meetings as observers before they can exercise a vote on a rating decision. Alternates will be included on the distribution list for all JJEC information

received by regular representatives, and will maintain up to date knowledge in Plan procedures and the Plan Manual.

- (e) A quorum consists of the full Committee panel of two Employer representatives and two Union representatives.
- 3.2 The Employer and the Union will each designate one representative to alternate as co-chairperson. The chairperson is responsible for the conduct of the meeting, overseeing the documentation of Committee decisions and ensuring all agenda items are addressed.
- 3.3 Where a conflict of interest occurs, a regular representative will be replaced by an alternate for the section of the JJEC meeting which deals with the particular job under review.
- 3.4 Unless determined by extraordinary circumstances, the Committee will meet quarterly on the Employer's premises unless there is no business to address. Its members shall receive a notice and agenda of the meeting, along with rating packages prepared by Human Resources for each job under review at least two weeks in advance.
- 3.5 To facilitate the effective execution of JJEC meetings, each JJEC member will receive an assignment of jobs to review in advance, in accordance with the established rotation. This will involve:
- (a) reviewing proposed changes to existing job descriptions or new job descriptions to gain an understanding of assigned duties;
  - (b) reviewing all related materials provided by Human Resources including the job description and qualifications, a preliminary rating sheet if changes are recommended to the rating rationale language or job rating, or the existing rating sheet if no changes are recommended, a list of benchmark jobs, job-related information such as questionnaires or background information on job duties, organizational charts and written recommendations relating to initial or final ratings;

- (c) accessing JJEC master files for other relevant information;
  - (d) following up with managers and/or incumbents of jobs under review to research additional information necessary to evaluate jobs consistently;
  - (e) JJEC representatives will also become familiar with information contained in rating packages for other jobs on the agenda, and consult with the assigned Committee members as required.
- 3.6 Should the Committee require further information on jobs or rating recommendations, the Human Resources representative who prepared the rating package will be given notice to attend the JJEC meeting a minimum of one week prior to scheduled JJEC meeting date.
- 3.7 Minutes of each meeting of the Committee shall be taken by a designated note taker, signed by the Joint Chairpersons and distributed to Committee members as promptly as possible after the close of the meeting, but no later than two weeks before the next scheduled JJEC meeting. Either party may call a special meeting by giving written notice. This meeting will take place within 7 working days of delivery of the notice to the other party.
- 3.8 Union representatives will receive regular pay from the Employer while serving on the JJEC.
- 3.9 Routine decisions will be made by a simple majority where a vote is required. Job rating decisions will require unanimous decision of the committee and will be final and binding on the parties, subject only to the Reconsideration Procedure contained in Article 6.
- 3.10 Either party may engage advisors to assist its representatives. The advisor is entitled to voice but not vote, and is not considered a member of the Committee.

#### **Article 4 — Maintaining the Job Evaluation Plan**

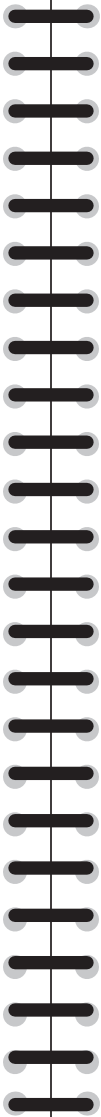
- 4.1 It is the role of the Employer to prepare job descriptions and to determine required qualifications for new and changed jobs. As such, Human Resources will implement procedures to ensure job descriptions are developed for new jobs, and existing job descriptions are updated to reflect current job duties every four years or when review requests are received from managers and/or employees.
- 4.2 All job descriptions undergoing maintenance will be submitted by Human Resources to JJEC following review and update, along with related rating recommendations. Changes to job descriptions will not necessarily result in a change to job rating.
- 4.3 When the Employer wishes to establish a new job, the following procedures apply:
- (a) Human Resources will draft the job description, determine the required qualifications and conduct a preliminary evaluation of the position by applying the Job Evaluation Plan Sub-Factors and benchmark jobs. A rating sheet will be completed by Human Resources along with rating recommendations. This package will be forwarded to JJEC for review.  
  
To facilitate posting and recruitment processes, the rating package may be circulated by email to JJEC members for immediate review and approval rather than being placed on the agenda for the next scheduled JJEC meeting.
  - (b) The JJEC will establish a temporary job group for the job, based on its review of the information contained in the rating package.
  - (c) The job will be posted and any person appointed to the job will be paid the temporary job group
  - (d) Six months after the appointment, Human Resources will conduct a review of the job, update the job description where required and determine if the

original evaluation of the position requires revision. A rating package will be submitted to the Committee for a final rating decision.

- (e) The Committee will review and finalize the rating of the job within ninety (90) calendar days of receipt of the final rating package. A copy of the final job description and rating sheet excluding point values will be provided to employees and managers affected by the evaluation. The Committee will ensure that all master job history records and spreadsheets are updated by Human Resources to reflect Committee decisions.
- (f) The employees and managers have the right to appeal a rating decision, in accordance with the terms of Article 6, Reconsideration and Appeal Procedures.
- (g) On completion of any appeal process, the job group will be paid to each incumbent effective the date of her/his appointment to the job. If the job group decreases as the result of this re evaluation, the incumbent will receive red circling protection in accordance with Clause 27:03 of the Collective Agreement as long as she/he stays in the job.

4.4 When the Manager identifies a change to the duties and responsibilities of a job or the incumbent(s) feels the job description does not reflect the job's duties and responsibilities, the following procedures apply:

- (a) The Manager and/or the incumbent(s) may request a job evaluation review by completing a Request for Job Review form and submitting the form to Human Resources.
- (b) Human Resources will conduct a review of the job to determine the nature and extent to which a change in job content change has occurred. If the change is significant enough to warrant a change to the existing job description, Human Resources will revise the job description and provide a copy to the employee(s) and manager for feedback.



- (c) Following completion of the job description review process. Human Resources will conduct a preliminary review of the job content change in relation to the Sub-Factors in the Job Evaluation Plan and prepare a rating package for submission to JJEC, along with related recommendations. Changes to job descriptions will not necessarily result in a change to job ratings.
- (d) The Committee will review and finalize the rating of the job within ninety (90) calendar days of receipt of the rating package. A copy of the final job description and rating sheet excluding point values will be provided to employees and managers affected by the evaluation.
- (e) When the rating classification is upgraded, it will be implemented retroactive to the date the responsibilities of the job increased. When a rating classification is downgraded, the position will be red circled as per Clause 27.03 of the Collective Agreement.

4.5 Jobs will be rated in the order in which they are received by Human Resources and by JJEC.

4.6 When rating jobs, JJEC will be governed by the General Rules of Application, Sub-Factor Definitions, Level Definitions, Notes to Raters, benchmark jobs and job ratings for any other job documented in JJEC's master files as described in the Job Evaluation Plan Manual. Ratings of each job shall be relative to and consistent with the ratings of all other jobs evaluated under the Plan.

**Article 5 — Reconsideration and Appeal Procedure**

5.1 Reconsideration of JJEC decisions may be requested where appellants believe that information relevant to the rating decision was missing.

Reconsideration requests will not be accepted for:

- (a) the job grade assigned to the job;
- (b) the assignment of job duties;
- (c) Sub-Factor 1: Knowledge;
- (d) Sub-Factor 2: Previous Experience

5.2 Notwithstanding the above, the Union reserves the right to initiate a grievance under Article 9 of the Collective Agreement where any perceived violation of any article has occurred including reasonableness and relevancy of qualifications assigned by the Employer to a position.

5.3 Where the reconsideration request involves a job which is occupied by two or more incumbents, 50% or more of the incumbents must be in favour of the appeal as identified by the signatures on Job Evaluation Reconsideration form.

5.4 Either the Manager or the incumbent(s) may request reconsideration the job rating for individual Sub-Factors by completing and submitting a Job Evaluation Reconsideration form and Appeal Summary stating the reason(s) for disagreeing with the rating of the Sub-Factors along with the identification of the Level being sought for each disputed Sub-Factor. Any such request must be submitted to Human Resources within 30 PBC working days of the receipt of JJEC's original rating decision. Human Resources will review the Reconsideration Request and determine if it meets the criteria established in Article 6.1. Reconsideration requests accepted by Human Resources will be forwarded to JJEC along with rating recommendations.

5.5 The JJEC will consider requests and recommendations forwarded by Human Resources and make a decision within sixty (60) calendar days. This decision is final and binding on the parties. The Committee will provide both the employee(s) and the manager with a written decision outlining the reasons for the decision.

## Article 6 — Unresolved Issues

6.1 (a) In the event that a difference arises at any step in the Maintenance Procedure, and such difference cannot be resolved by the parties involved within the agreed upon time limits, a single arbitrator will be requested to intervene.

(b) In order to accelerate the handling of these disputes the parties agree to the following process:

- (i) The parties will utilize the first available arbitrator of either John Kinzie or Heather Laing.
- (ii) The location of the hearing will be on the employer premises to reduce the cost of the proceedings.
- (iii) A designated representative of the Union and a designated representative of Employer shall present the issue(s). Presentation of evidence may involve discussion between the Manager, Employee, and the designated Union and Employer representatives.

6.2 Decisions will be:

- (a) Rendered verbally to the parties within three (3) working days of the hearing.
- (b) Confirmed in writing within two (2) calendar weeks of the hearing.
- (c) The written decision shall set forth a brief explanation of the facts and the reasons relied upon for the decision.
- (d) The decision will be binding on both parties.

6.3 Fees and expenses of the arbitrator shall be shared equally by the parties.

6.4 Time limits included in this Program may be extended by mutual consent of the parties. "Working days" means days on which PBC is open for business to the public.

## Article 7 — Time Limits

7.1 In the event Human Resources or JJEC fail to analyse/evaluate a job within the specified time frame, the matter may be referred to a single arbitrator pursuant to Article 7 for resolution.

## Article 8 — Definitions

The following definitions apply to the terms used throughout the Job Evaluation Plan.

Appellant	Employee(s) or manager(s) requesting reconsideration of a JJEC decision on a rating of a job.
Collective Agreement	The Collective Agreement currently in effect between Pacific Blue Cross (PBC) and British Columbia Life and Casualty Company (BC Life) and CUPE Local 1816.
Conflict of Interest	The situation that occurs when JJEC members evaluate jobs which are occupied by themselves, a direct supervisor, a job within their own department or any other relationship that places the member in conflict.
Duty	A number of tasks.
Employee	An employee of PBC or BC LIFE in the bargaining unit for which Local 1816 is the recognized bargaining agent as defined in the Collective Agreement.
Incumbent	An employee who has been appointed to a job.
Job or Position	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Description	The written description of a job which includes a job summary, the major duties/responsibilities and the qualifications.
Job Group or Pay Grade	The designation in the Salary Scale for a particular salary range.
Job Group Increments	The salary steps within a particular job group as set forth in the Salary Scale.
Job Rating	The selected degree levels and points, and the total points established for a job.

New Job	A job which is added to the workforce and is sufficiently different from work currently being performed that it cannot be assigned to an existing job. Existing jobs undergoing a change to 50% of the current job content are also considered as new jobs.
Out of Schedule Salary	A salary paid to an employee, for a specific purpose and for a specified period of time, in excess of the maximum rate determined for the job under the Job Evaluation Plan.
Plan Manual	The basic guide for analyzing and evaluation the content of a job.
Rating Package	The material received from Human Resources concerning the evaluation of a new or changed job. A Rating Package may include any combination of the job description and qualifications, a completed rating sheet, a list of benchmark jobs, job-related information such as questionnaires or background information on job duties, organizational charts and written recommendations relating to initial or final ratings.
Red Circled Rate	The salary an employee is receiving for a job which is in excess of the Job Group that has been established under the Job Evaluation Plan in accordance with Article 27.03 of the Collective Agreement.
Salary Scale	The salary for job groups and sets as set forth in the Collective Agreement.
Task	A unit of work activity that forms part of a duty.

## **APPENDIX B**

### **JOB CLASSIFICATIONS**

<b>Department: Job Group 1</b>	<b>Classification</b>
Administration Services	Administrative Clerk
BC Life Claims	Disability Claims Clerk
Customer Services	General Clerk Customer Services
Dental	General Clerk Dental
EHC	General Clerk EHC
Facilities	Facilities Clerk
Federal Programs	Federal Programs Support Clerk
Finance	General Clerk Finance
Group Administration	Administration Clerk
Group Client Development	Sales Support Clerk
Individual Plans	File Clerk
Individual Plans	Sales Support Clerk
Ministry	Inquiry Clerk
Office Services	Courier Clerk
Office Services	Mailroom Clerk — Incoming
Underwriting	General Office Clerk

<b>Department: Job Group 2</b>	<b>Classification</b>
Customer Services	Receptionist/Switchboard Operator
Data Entry	Data Entry Operator
Dental	Dental Benefit Examiner
EHC	Claims Services Assistant
EHC	EHC Benefit Examiner

<b>Department: Job Group 2</b>	<b>Classification</b>
EHC	Nexus Benefit Examiner
Federal Programs	Federal Programs Benefit Examiner
Ministry	Vision Care Benefit Examiner
Ministry	Dental Benefit Examiner
Office Services	Mailroom Clerk - Outgoing
Office Services	Scanning Operator
Printshop / Purchasing	Booklets Clerk
Printshop / Purchasing	Stock Clerk

<b>Department: Job Group 3</b>	<b>Classification</b>
Administration Services	Administrative Assistant
BC Life Claims	Disability Claims Administrator
BC Life Claims	Level 1 Medical Underwriter
Customer Services	Customer Services Assistant
Customer Services	Customer Service Representative
Dental	Benefit Representative
EHC	Benefit Representative
Finance	Administrative Assistant
Finance	Dental Claims Overpayment Collections Administrator
Finance	Junior Accountant
Group Administration	Blue Express Administrator
Group Client Development	Administrative Assistant
Individual Plans	Customer Service Rep
IT	IT Assistant
Underwriting	Underwriting Assistant

<b>Department: Job Group 4</b>	<b>Classification</b>
Customer Services	Customer Service Representative — Reception/CSA
Data Entry	Sr. Data Entry Operator
EHC	Out of Country Benefit Examiner
Finance	Accounts Receivable Administrator
Finance	EHC Claims Overpayment Collections Administrator
Group Administration	Administrative Assistant
Group Administration	Commissions Administrator
Group Administration	Member Administrator
Group Administration	Renewal/Cancellation Administrator
Group Administration	Quality Assurance Administrator
Individual Plans	Administrative Assistant
Individual Plans	Member Administrator
Learning & Development	Administrative Assistant
Printshop/Purchasing	Purchasing Clerk
Printshop/Purchasing	Printshop Operator
Production Control	Production Coordinator
Provider Relations	Provider Administrator
Provider Relations	Provider Relations Support

<b>Department: Job Group 5</b>	<b>Classification</b>
Administration Services	Plan Administrator
BC Life Claims	Disability Adjudication Specialist
Corporate Communications	Corporate Communications Coordinator
Finance	Payroll Administrator
Finance	Collections Administrator
Group Administration	Benefits Administrator
Help Desk	Help Desk Agent
Production Control	IT Assets Coordinator
Testing	Systems Tester
Underwriting	Level 1 Underwriter

<b>Department: Job Group 6</b>	<b>Classification</b>
Administration Services	Senior Plan Administrator
BC Life Claims	Level 2 Medical Underwriter
BC Life Claims	Team Leader
Corporate Communications	Graphic Designer
Customer Services	Team Leader
Dental	Team Leader
EHC	Team Leader
Finance	Disability Overpayment and Recovery Specialist
Finance	Intermediate Accountant
Group Administration	Contract Specialist
Group Administration	Group Administrator
Group Client Development	Service Representative
Individual Plans	Team Leader

<b>Department: Job Group 6</b>	<b>Classification</b>
Office Services	Team Leader
Operations	Computer Operator
Production Control	Production and Asset Management Coordinator

<b>Department: Job Group 7</b>	<b>Classification</b>
BC Life Claims	Disability Case Management Specialist
Claims Solutions	Solutions Specialist
Client Solutions	Solutions Specialist
Customer Services	Solutions Specialist
Data Entry	Supervisor
Group Administration	Team Leader
Help Desk	Help Desk Analyst
Learning & Development	PBC Trainer
Ministry	Supervisor
Printshop/Purchasing	Supervisor
Underwriting	Level 2 Underwriter

<b>Department: Job Group 8</b>	<b>Classification</b>
Administration Services	Supervisor
BC Life Claims	Disability and Life Trainer
BC Life Claims	STD Supervisor
Customer Services	Supervisor
EHC	EHC Advisor
Federal Programs	Supervisor
Finance	Team Leader Collections
Individual Plans	Supervisor

<b>Department: Job Group 9</b>	<b>Classification</b>
Individual Plans	CRM and Business Analyst
Operations	Sr. Computer Operator
Production Control	Team Leader Production and Asset Management
Underwriting	Level 3 Underwriter

<b>Department: Job Group 10</b>	<b>Classification</b>
BC Life Claims	Supervisor
Operations	Team Leader
Underwriting	Team Leader

<b>Department: Job Group 11</b>	<b>Classification</b>
BC Life Claims	Senior Medical Underwriter
Finance	Senior Accountant
Underwriting	Senior Underwriter



# INDEX

<b>Arbitration</b> .....	<b>15</b>
Arbitration Board .....	15
Expenses of Arbitration .....	16
Single Arbitrator .....	16
<b>Benefits</b> .....	<b>59</b>
Basic Critical Illness .....	63
Dental Plan .....	65
Dependent Life .....	63
Extended Health Care Plan .....	64
Group Life Insurance .....	62
Long Term Disability .....	67
Medical Services Plan .....	63
Optional Life .....	62
Retired Employees (Dental and Extended Health) .....	69
Severance Policy of Pacific Blue Cross .....	68
Short Term Disability .....	66
Travel Protection Plan .....	67
Union Pension Plan .....	59
<b>C.O.L.A.</b> .....	<b>86</b>
<b>Definitions</b> .....	<b>1</b>
Probation .....	1
Regular Full- Time .....	2
Regular Part-Time .....	3
Temporary .....	3
Trial .....	4
<b>Discipline</b> .....	<b>11</b>
Burden of Proof .....	12
Non Culpable Terminations .....	13
Preamble .....	11
Suspension or Dismissal .....	12
Unjust Suspension or Dismissal .....	12
Verbal Warning .....	11
Written Warning .....	11

<b>Grievance Procedure</b> .....	<b>13</b>
Job Selection Disputes .....	14
Step 1 .....	13
Step 2 .....	14
<b>Hours of Work</b> .....	<b>36</b>
Application Services .....	39
Computer Operators' Hours of Work .....	41
Employee Representatives of Pacific Blue Cross .....	40
Estimated Hours .....	37
Flex Time .....	38
Four Day Week .....	43
Lunch and Rest Periods .....	37
Preamble .....	36
Sick Time .....	39
Standard Flexible Hours .....	36
Technical Services .....	40
Time Off .....	38
Timekeeping .....	37
<b>Joint Committees</b> .....	<b>74</b>
Employee Assistance Program .....	76
Health and Safety Committee .....	76
The Labour Management Committee .....	74
Pension Committee .....	76
<b>Layoffs and Recalls</b> .....	<b>28</b>
Benefits .....	33
Bumping Procedure .....	30
Consultation .....	28
Definition of Layoff .....	28
Layoff Procedure .....	29
No New Employees .....	33
Recall Procedure .....	31
Super Seniority .....	34
Union Notification of Changes .....	34

<b>Leave of Absence</b> .....	<b>49</b>
Abandonment of Position .....	52
Adoption/Parental Leave .....	52
Benefits During Leave of Absence .....	52
Bereavement .....	49
Court .....	49
Failure to Return from Leave of Absence .....	52
Family Responsibility Leave .....	53
Maternity .....	50
Special Leave .....	49
Union .....	51
<b>Letter of Understanding Number 1</b>	
Union Expenses .....	<b>90</b>
<b>Letter of Understanding Number 2</b>	
EHC Off-Site Assessors .....	<b>91</b>
<b>Letter of Understanding Number 3</b>	
Production Control Flex Hours .....	<b>96</b>
<b>Letter of Understanding Number 4</b>	
Job Sharing .....	<b>97</b>
<b>Letter of Understanding Number 5</b>	
Performance Measurement .....	<b>100</b>
<b>Letter of Understanding Number 6</b>	
Customer Contact Positions .....	<b>101</b>
<b>Letter of Understanding Number 7</b>	
Salary Scales —	
Applications and Technical Services Department .....	<b>102</b>
<b>Letter of Understanding Number 8</b>	
Structure — Group Client Development .....	<b>103</b>
<b>Letter of Understanding Number 9</b>	
Former UFCW Employees .....	<b>104</b>
<b>Letter of Understanding Number 10</b>	
Help Desk .....	<b>106</b>
<b>Letter of Understanding Number 11</b>	
Six (6) Day Operation .....	<b>107</b>

<b>Letter of Understanding Number 12</b>	
Standby Coverage .....	<b>108</b>
<b>Letter of Understanding Number 13</b>	
Afternoon Shifts .....	<b>110</b>
<b>Letter of Understanding Number 14</b>	
Call Centre Structure and Job Postings .....	<b>111</b>
<b>Letter of Understanding Number 15</b>	
New Business Opportunities .....	<b>112</b>
<b>Letter of Understanding Number 16</b>	
BC Life Claims Services Salary Scale .....	<b>113</b>
<b>Letter of Understanding Number 17</b>	
Phased-In Retirement Plan .....	<b>114</b>
<b>Letter of Understanding Number 18</b>	
Extended Health Care Plan .....	<b>116</b>
<b>Letter of Intent Number 1</b>	
Harassment Policy .....	<b>117</b>
<b>Letter of Intent Number 2</b>	
Career Path Courses .....	<b>118</b>
<b>Management Rights</b> .....	<b>7</b>
<b>Objectives</b> .....	<b>1</b>
<b>Overtime and Shift Differential</b> .....	<b>44</b>
Overtime Rates .....	45
Shift Differential .....	47
<b>Personnel Files</b> .....	<b>10</b>
<b>Policies Concerning the Service Representatives</b> .....	<b>71</b>
<b>Printing of Collective Agreement</b> .....	<b>88</b>
<b>Promotions and Staff Changes</b> .....	<b>21</b>
Contracting Out .....	25
Job Postings .....	21
Pay on Temporary Transfer, Lower Rated Job .....	27
Rate of Pay on Promotion .....	26
Regular Employees Completing a Temporary Assignment .....	28

Regular Employees on Temporary Transfer .....	28
Role of Seniority in Filling Job Vacancies .....	25
Temporary Transfer to a Higher Rated Job .....	27
Training .....	26
<b>Reclassification and/or New Positions .....</b>	<b>87</b>
No Reduction in Wages .....	88
<b>Retraining .....</b>	<b>34</b>
Retraining Program .....	34
Retraining Not Practical .....	35
Separation Pay .....	35
<b>Retroactivity .....</b>	<b>88</b>
<b>Salary and Union Dues Information .....</b>	<b>9</b>
<b>Seniority .....</b>	<b>18</b>
Calculation of Seniority .....	18
General .....	18
Loss of Seniority .....	20
Retention of Seniority .....	19
Seniority Defined .....	18
Seniority List .....	18
<b>Sick Leave Policy .....</b>	<b>47</b>
<b>Special Conditions Re: Payment of Wages and Allowances .....</b>	<b>77</b>
Appointments Requested by Employer .....	79
Education Allowances .....	77
Injury Pay Provisions .....	78
Mileage Allowance — Casual Use .....	78
Pay Days .....	79
Vacation Pay .....	79
Workers' Compensation Pay Supplement .....	78
<b>Special Conditions .....</b>	<b>71</b>
Annual Hearing Tests .....	71
Bulletin Board .....	72
Cash Shortages .....	72
Casual Employees .....	73
First Aid Attendants .....	73
Harassment .....	73

Legal Assistance .....	72
No Deduction for Accidental Damage .....	72
Picket Line .....	72
Protective Clothing and Equipment .....	71
Taxi Service .....	71
<b>Surplus Sharing Arrangement .....</b>	<b>86</b>
<b>Term of Agreement .....</b>	<b>88</b>
<b>Union Recognition .....</b>	<b>4</b>
<b>Union Security .....</b>	<b>8</b>
<b>Vacation and Statutory Holidays .....</b>	<b>54</b>
Compensation for Holiday Falling on Saturday and/or Sunday .....	58
Compensation for Holidays Falling on Scheduled Day Off .....	58
Compensation for Holidays Falling Within Scheduled Vacation .....	57
Displaced Vacation .....	58
Pro-Rated Vacation Adjustment .....	56
Statutory Holidays (Paid) .....	58
Supplementary Vacations .....	56
Unbroken Vacation Period .....	56
Vacation Pay on Termination .....	57
Vacation Schedules .....	57
Vacation .....	54
<b>Wage and Increment Scale .....</b>	<b>80</b>
Promotions .....	81
Salary Scale Effective:	
August 1, 2010 .....	82
August 1, 2011 .....	83
August 1, 2012 .....	84
August 1, 2013 .....	85
Surplus Sharing Arrangement .....	86

NOTES

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<sup>TM</sup>® Pacific Blue Cross, the registered trade-name of PBC Health Benefits Society, is an independent licensee of the Canadian Association of Blue Cross Plans. BC Life is the registered trade-name of British Columbia Life & Casualty Company, a wholly-owned subsidiary of Pacific Blue Cross.

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