

PACIFIC BLUE CROSS  
BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

<b>ARTICLE 1:</b>	<b>OBJECTIVES</b>
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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.

<b>ARTICLE 2:</b>	<b>DEFINITIONS</b>
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**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 completed.
- (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 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 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 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 calendar months shall receive sick leave entitlements, vacation and all benefits with the exception of Union Pension Plan, Short Term Disability and Long Term Disability.

A temporary position for the purpose of augmenting regular staff shall be no longer than six calendar months unless mutually agreed between the Employer and the Union. For the purpose of replacing regular staff, a temporary position shall be no longer than twelve (12) 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 months worked by mutual agreement between the Employer and the Union. 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.

<b>ARTICLE 3:</b>	<b>UNION RECOGNITION</b>
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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
- Managers
- Assistant Managers
- Human Resources Assistants One
- Data Base Administrator – Brian Lee
- Internal Auditor(s)
- Executive Assistants

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 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 interview new employees 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 for the purpose of acquainting the new employees with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union. Where possible, this would be done in conjunction with the monthly orientation tour for new employees.
  - (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. Both parties recognize that there may be occasions when some employees from the Computer Room may not be able to attend. Under such circumstances minimum coverage for the computer will be guaranteed.

This provision shall not apply to any employee covered under Clauses 15.01 – 15.12 inclusive or Letter Of Understanding 11.

- 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.



<b>ARTICLE 4:</b>	<b>MANAGEMENT RIGHTS</b>
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- 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.
- 4.02 The Employer shall maintain written information concerning current regulations, which shall be made available to all employees in the Bargaining Unit. 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.

<b>ARTICLE 5:</b>	<b>UNION SECURITY</b>
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- 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 that there are areas where overlap of work exists between management and bargaining unit employees. It is not the intention that 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.

<b>ARTICLE 6:</b>	<b>CHECK-OFF OF UNION DUES</b>
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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 & 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
- (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 3a 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.  
 In addition to the above report the Union will also be provided with a copy of the Minutes of the Salary Committee meetings. These Minutes would, of course, indicate any increases in salary, date of increase, amount of increase, etc.

<b>ARTICLE 7:</b>	<b>PERSONNEL FILES</b>
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- 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 an employee's Personnel File of which the employee is unaware.

<b>ARTICLE 8:</b>	<b>DISCIPLINE</b>
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**Preamble**

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

This Article does not apply to casual employees as defined in Clause 22.12 nor to temporary employees who are filling positions for periods of twelve (12) weeks or less as defined in Clause 12.02(b).

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 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 his/her 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.

<b>ARTICLE 9:</b>	<b>GRIEVANCE PROCEDURE</b>
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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 (g) the employee shall have ten (10) Pacific Blue Cross working days from receiving the Employer 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 Lay-off 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.

<b>ARTICLE 10:</b>	<b>ARBITRATION</b>
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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

Stephen Kelleher

Catherine Bruce

David McPhillips  
Munroe

Don

Colin Taylor

Marguerite Jackson

(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 (a) 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, Dave 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.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund 1/3 of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute.

(b) By mutual agreement the parties may elect to pursue a grievance through Clause 10.01 (Arbitration) or Clause 10.05 (Section 103 of the Labour Relations Code of BC).

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.

<b>ARTICLE 11:</b>	<b>SENIORITY</b>
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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.

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

(a) **Regular Employee (Full time)**

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) year's 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 his/her 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 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 forty-eight (48) hours. Such revocation within forty-eight (48) hours 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 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 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.

<b>ARTICLE 12: PROMOTIONS AND STAFF CHANGES</b>
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- 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**
- (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 specification requirements, otherwise the job vacancy shall be re-posted.
- (b) All temporary openings in excess of twelve (12) weeks shall be posted. 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 (company wide) within the department provided she/he is able to perform the job.

- (c) Job postings shall be the job description and specifications for the position to be filled, and shall include the following: duration, shift, and wage or salary range.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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 with a copy sent to the Local Union President.

- (i) No regular position shall be filled by other than regular employees until all provisions applying to regular employees have been fulfilled.
- (j) If a posted vacancy is not filled within sixty (60) calendar days, it shall be re-posted.
- (k) Temporary employees are not eligible to bid on posted positions, as their preferences that are filed will be reviewed in the event there are no permanent employees who have applied or who satisfy the posted requirements as in Clause 12.02 (c). Temporary employees can indicate their preference for future permanent or temporary vacancies by filing their preferences with Human Resources. Temporary employees can alter their preferences filed with Human Resources at any time.

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.

- (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. This will be indicated on the posting and 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 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 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.
- (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.

<b>ARTICLE 13: LAY-OFFS AND RECALLS</b>
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**13.01 Definition of Lay-Off:**

A lay-off 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 Lay-off and Recall procedures shall be subject to prior joint Employer/Union consultation.

These provisions shall come into force only if notice of lay-off would otherwise be the Employer's course of action

- (a) The Employer undertakes to inform the Union of any proposed action under these provision 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.
- (b) The Executive Board of C.U.P.E. 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 Lay-off Procedure**

- (a) Both parties recognize that job security shall increase in

proportion to length of service. Therefore, in the event of a lay-off, 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 he/she does not have the qualifications to satisfy job requirements, the employee shall nevertheless be considered if it can reasonable be 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 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 lay-off.
- (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 lay-off and bumping rights shall be exercised).

#### 13.04 **Bumping Procedure**

1. The initial employee(s) to be laid off shall be given three (3) week's notice of layoff or three (3) week's salary in lieu of notice. Any employees who are displaced as a result of the initial layoff shall be given at least two (2) week's notice of lay off or two (2) week's 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. Future general wage increases shall be applied to such an employee as follows:

The annual amount of every general wage increase as calculated from the wage/salary of the lower rated position occupied by the employee shall be divided by twelve (12) and paid in addition to the employee's rate of pay. This additional payment shall continue until the employee's pre-bump wage rate is less than or equal to the maximum salary wage rate of the position the employee currently holds. From that point on, the employee will be paid the salary in effect for the job he/she is doing.

3. Employee's who are displaced and who exercise their seniority rather than accept lay off will assume the rate of pay 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 lay off notice may accept lay off rather than exercising any bumping 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 lay off (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.

- (iii) Notwithstanding Clause 12.02(b) vacancies of less than twelve (12) weeks will be offered to employees on lay off 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 be 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 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. 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 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.

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 lay off 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) Lower Classification/ Job Group - The initial employee(s) laid off who elect lay off 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. The employee(s) with the least seniority at the time of lay off/bumping, and who elect to be placed on the lay off 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-lay off 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 lay off. 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 lay offs 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 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.

<b>ARTICLE 14: RETRAINING</b>
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**14.01 Retraining Program:**

(a) Regular employees whose jobs become redundant due to Technological change 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 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 probationary.
- (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 Article 12.
- (g) Where employees are not trainable for vacant positions, Clause 14.02 shall come into effect.

14.02 **Retraining not Practical:**

In cases where employees are not trainable for vacant positions the employee may, prior to lay-off 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.

14.03 **Separation Pay:**

The Employer will pay separation allowance to employees with one (1) or more years seniority displaced by technological changes, discontinuance of 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) week's pay per year of service at their current daily rate up to a maximum of twenty-six (26) week's pay. Such twenty six (26) week's pay will include the three (3) week's pay which may be given in lieu of notice. All vacation allowances to which the employee may be entitled will be paid in addition to the twenty-six (26) week's maximum.
- (b) The separation allowance shall be due and payable to the displaced employee immediately upon termination.

<b>ARTICLE 15: HOURS OF WORK</b>
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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.

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:

<u>FLEX HOURS</u>	<u>CORE HOURS</u>
7:00 a.m. - 9:30 a.m.	9:30 a.m. - 11:30 a.m.
11:30 a.m. - 1:30 p.m.	1:30 p.m. - 3:00 p.m.
3:00 p.m. - 6:00 p.m.	

15.03 **Lunch and Rest Periods:**

- (a) Lunch Period - at least one-half (1/2) 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 to 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**

Timekeeping will operate on the honour system. At the end of each week a summary of hours worked will be posted for each employee.

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.

Employees may, with the approval of the Department Manager, exceed the fourteen (14) hours credit or debit, during any period within the month.

Employees who are in excess of fourteen (14) hours permitted credit may receive any compensation for the excess worked.

Employees who exceed the maximum fourteen (14) hours of debited time permitted at month end shall have such excess time deducted from their salary. **Under no circumstances** shall any employee accumulate in excess of fourteen (14) hours credit or debit at the end of each month.

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 time off should be submitted with the estimated hours of work on or before Tuesday of each week for time off desired in the following week. Approval shall be given not 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 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.

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**

**Application and Technical Services**

- (1) All Application and 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.

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

Employees in Application and 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.

- (3) At least monthly, Application and Technical 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.

15.10 **Sales Representatives and Service Representatives**

- (1) Core hours shall not apply to Sales Representatives or Service Representatives.
- (2) In recognition of the hours worked outside of normal business hours it is agreed that Sales Representatives will receive additional time off for emergent or compassionate circumstances on an ad hoc basis without loss of pay and such time will not be unreasonably denied.
- (3) Service Representatives will receive compensating time off if they are required to perform evening work or travel on a weekend. The Representative must report any time earned to the Manager immediately, and compensating time 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.

**15.11 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 (8  $\frac{3}{4}$ ) 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 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

Sunday	Monday	Tuesday	Wed.	Thurs.	Friday	Saturday
	A	A	A	A		
B	B				B	B
		C	C	C	C	
	D	D	D	D		
	E	E	E	E		
F	F				F	F
G				G	G	G
	H	H	H	H		
		I	I	I	I	
J	J				J	J
K	K				K	K

3) Shift Hours:

- Intermediate:
- A 7:30 a.m. – 4:45 p.m.
  - B 7:30 a.m. – 4:45 p.m.
  - D 3:30 p.m. – 12:45 a.m.
  - F 4:15 p.m. – 1:30 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.
  - K 7:30 a.m. – 4:45 p.m.
- Senior:
- C 7:30 a.m. – 4:45 p.m.
  - E 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 consecutive days off. Each work day shall be eight and three-quarters (8 ¾) 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 consecutive days off. Each work day shall be eight and three-quarters (8 ¾) hours in duration

<b>ARTICLE 16:</b>	<b>OVERTIME AND SHIFT DIFFERENTIAL</b>
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- 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 1820 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. 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.
- (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 for the first two (2) hours in any one day or the first eight (8) hours in any one week - double time 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.

16.06 No employee shall be required to lay off 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) consecutive hours of overtime shall be paid a meal allowance of ten dollars (\$10.00). This meal may be taken prior to, during or after the overtime period. Meal Allowance will be paid to employees on the last pay period of each month.

16.10 Sales and Service Representatives will be exempt from the overtime provisions of the Collective Agreement as defined in this Article.

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.

<b>ARTICLE 17:</b>	<b>SICK LEAVE POLICY</b>
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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 months: January 1—December 31.

(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 January of the following year.

An employee who uses seven (7) or eight and three-quarter (8 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 January of the following year.

An employee who uses fourteen (14) or seventeen point five (17 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 January of the following year.

An employee who uses twenty-one (21) or twenty-six and one quarter (26 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 January of the following year.

An employee who uses twenty-eight (28) or thirty-five (35) in a twelve month calendar year shall be paid the

equivalent of fourteen (14) hours at straight time rates in January of the following year.

An employee who uses thirty-five (35) or forty-three and three-quarter (43 ¾) in a twelve (12) month calendar year shall be paid the equivalent of seven (7) hours at straight time rates in January 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.

<b>ARTICLE 18: LEAVE OF ABSENCE</b>
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18.01 **Special**

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 signed by an authorized official of the Employer. 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 Province, 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.

**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 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.
- (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 case of pregnancy shall be granted in accordance with the Employment Standards Act. Employees, at their option, will also 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. The duration of the unpaid leave will be reduced by any vacation entitlement.

- (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 five (5) 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 10 employees - 1 representative  
Departments of 10 or more employees - 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 one (1) year provided the Employer is given a minimum of one (1) month's 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 (50) percent 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, and 22.02 (b)(2), 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 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. Employees, at their option, will also 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. The duration of the unpaid leave will be reduced by any vacation entitlement.
- (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**

In case of illness or domestic emergency in the immediate family,

an employee may be granted necessary time off without loss of pay, to a maximum of four (4) days per year, however, the employee shall reimburse the time as follows:

- (a) At the end of any calendar month if the cumulative time is four (4) hours or greater, the employee shall reimburse the time.
- (b) At the end of any calendar month if the cumulative time is less than four (4) hours, the time shall be reimbursed prior to the end of the following calendar month as mutually agreed between the employee and Employer. If the time is not reimbursed prior to the end of the following calendar month, the employee's salary shall be deducted.

Notwithstanding the above, any employee may choose at the time Family Responsibility Leave is incurred to have his/her salary deducted or to reimburse the time as noted under (a) or (b) above. Family Responsibility Leave will not affect flex time provisions as outlined in Article 15.

<b>ARTICLE 19:</b>	<b>VACATION AND STATUTORY HOLIDAYS</b>
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**19.01 Vacation**

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

- 19.02
- (a) If on a four (4) day week, during her/his first vacation year of employment an employee shall earn a maximum paid vacation entitlement of six (6) working days for the first six (6) months worked or a maximum of twelve (12) working days for twelve (12) months worked.
  - (b) If on a five (5) day week, during her/his first vacation year of employment an employee shall earn a maximum paid vacation entitlement of eight (8) working days for the first six (6) months worked or a maximum of fifteen (15) working days for twelve (12) months worked, calculated on a basis of a twelve month period with a total eligibility of fifteen (15) working days:  $15 \div 12 = 1.25$  working days per month, i.e.:

**Months Employed and Entitlement**

1 month = 1.25 = 1 day



2 months	=	2.50	=	3 days
3 months	=	3.75	=	4 days
4 months	=	5.00	=	5 days
5 months	=	6.25	=	6 days
6 months	=	7.50	=	8 days
7 months	=	8.75	=	9 days
8 months	=	10.00	=	10 days
9 months	=	11.25	=	11 days
10 months	=	12.50	=	13 days
11 months	=	13.75	=	14 days
12 months	=	15.00	=	15 days

(c) 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. 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 (6) percent of gross earnings for the period in which vacation was earned, whichever is greater.

- 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 (6) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- 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 (8) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- 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 (10) percent of

gross earnings for the period in which the vacation was earned, whichever is greater.

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 (12) percent of gross earnings for the period in which the vacation was earned, whichever is greater.

19.07 **Supplementary Vacations**

**Years of Completed Service**

**Working Days of  
Supplementary Vacation**

After five (5) (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) (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) (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 three (3) years of being earned.

19.08 **Pro-Rated Vacation Adjustment:**

Employees who are off due to approved leaves of absence pursuant to Clause 18.01, and the additional leave beyond the prescribed leave provisions of the Employment Standards Act provided under Clause 18.04 and 18.09, 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 shall be posted by March 1 of each year based on vacation requests submitted by February 15 and shall 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.

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 5 days and supported by a medical certificate in English) or compassionate leave (a maximum of 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	Good Friday
Easter Monday	Queen's Birthday
Canada Day	B.C. Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Eve Day
Christmas 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 otherwise mutually agreed) 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.

<b>ARTICLE 20: BENEFITS</b>
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20.01 **Union Pension Plan:**

(a) **Eligibility:**

All employees hired prior to February 1, 1979 must join the plan at age 25. All employees hired after January 31, 1979 must join the plan after one (1) year of service.

(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. If an employee returns to work, any leave period shall be included in years of participation for vesting purposes. After twelve (12) months absence the employee shall be deemed to have resigned from the Pension Plan.

(c) Lay-Offs: During a time of lay-off 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.

If the lay-off period is longer than one (1) year the employee shall be deemed to be terminated retroactive to the lay-off date.

(d) Normal retirement shall be at age 65.

(e) The Employer contributions to the plan shall be effective the first of the month following the date of ratification of this agreement, as follows, subject to any maximum contributions set by Revenue Canada:

up to Age 50	6% of Gross Salary;
Age 50 to Age 55	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) day of each month. Contributions are in addition to the Canada Pension Plan contributions.

Employees may contribute additional amounts on a voluntary basis.

Employees paying into the CUPE Pension Plan shall contribute five percent (5%) of gross salary each month. Employees paying into the OTEU Pension Plan shall contribute five percent (5%) of gross salary each month. 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 Revenue Canada.

On completion of:

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

(f) **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.

(g) **Disability Benefits**

If you become disabled and terminate employment, the total value of your accounts can be used to provide a pension immediately.

(h) **Vesting**

"Vesting" refers to your ownership and rights to some, or all, of the benefit paid by the plan. When the conditions set forth in the contract (or legislation) for vesting are satisfied, you become the owner of the pension contributions made to your accounts.

Under the current plan, contributions made prior to January 1, 1993 become vested according to the following schedule:

<b>Years of Participation in a Pension Plan while employed by Pacific Blue Cross</b>	<b>% of Company's Contribution</b>	<b>% of Own Contribution</b>
Less than 5	0	100
5	20	100
6	40	100
7	60	100

8	80	100
9	100	100

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

(i) **Government Rules (New Legislation)**

Contributions made **on or after** January 1, 1993 become fully vested and locked-in after you have completed 5 years of service.

*Effective January 1, 1998, all contributions made on your behalf, since the date you became a member of the plan, are fully vested when you complete 2 years of plan membership, and those contributions made since January 1, 1993, become locked-in.*

(j) **Locking-In**

When pension benefits are referred to as "locked-in" it means they must be used to provide a retirement income. Additional voluntary contributions are never locked-in.

(k) 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.

(l) 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.

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 based on two hundred percent (200%) annual salary (Life and A.D.&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:

3 times annual salary to age 55

2 times annual salary age 55 to 65

Plus AD&D coverage (maximum benefit \$200,000)

amounting to two (2) times 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.

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 (\$10,000) for Spousal and five thousand (\$5000) for dependant children. The cost of such coverage shall be borne one hundred percent (100%) by the Employer.

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 18 years of age or younger, or 19 years of age or older, but under 25 and in full-time attendance at a school or university.

The Employer shall pay 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 E.H.C. coverage will have no deductible, with reimbursement at one hundred percent (100%) unlimited coverage. Benefits will include:

- (a) Daily hospital co-insurance charge;
- (b) Vision care - \$300.00 payable every twelve 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
- (f) Orthotics and Orthopedic shoes and repairs:

Adult- \$500 per CYM  
 Dependant child - \$350 per CYM

- (g) Chiro X-Rays - \$50.00 CYM
- (h) Paramedical:
  - Physiotherapy- Unlimited
  - Massage- Unlimited
  - Chiropractor- \$500 per CYM
  - Naturopath- \$500 per CYM
  - Speech Therapy- \$500 per CYM
  - Podiatrist- \$500 per CYM
  - Acupuncture- \$500 per CYM
  - Registered Psychologist- \$500 per CYM
- (i) The lifetime maximum for smoking cessation devices per covered person is three hundred (\$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 21 years or is under the age of 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 or 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  
\$3,500.00 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 (100%) percent by the Employer:

Plan A - 100%

Plan B - 90%

Plan C - 80% member, spouse and dependent children shall be covered (\$3500 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 21 years, age 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. 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

Employer shall pay the employees full salary less whatever benefits 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 (1/4) 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 21 years or is under the age of 25 years and is in full time attendance at a recognized educational institute.

20.08 **Long Term Disability:**

Regular employees shall be covered eighteen (18) months from date of hire. The premiums for such a plan shall be borne equally by the Employer and the employee (50/50).

Benefit Design:

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

Monthly Benefit:

66 2/3% of basic monthly earnings to a maximum benefit of \$3,500.00 per month.

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) week's pay, per complete year of service, up to a maximum of twenty-six (26) 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 55 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 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 retiree benefits, as outlined under the Plan. The Employer will pay 75% of the premiums and the employees will pay 25% of the premiums the retiree benefits. This coverage shall apply to Pacific Blue Cross retired employees and their spouses. 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 25%, the Employer shall pay 75% of the cost of the premium.

<b>ARTICLE 21:</b>	<b>POLICIES CONCERNING THE SALES AND SERVICE REPRESENTATIVES</b>
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- 21.01 (a) All Sales Representatives and Senior Service Representative shall have an equal choice in selection of a particular model of a Company car in accordance with the current policy. The company will contribute up to five hundred and twenty-five dollars (\$525), including applicable taxes per month toward the lease of a Company approved automobile in accordance with this policy.
- (b) Service Representatives who currently have a Company leased car will retain the leased car until the expiry of the lease. At the end of the lease, current Service Representatives and any other employees moving into that classification on or after ratification will have a pooled car available for any business use.
- 21.02 The amount of out-of-town advances will be determined by the Sales Manager.
- 21.03 Sales Representatives will be provided with a cellular phone for business purposes at full cost to the Employer. The employee will be entitled to utilize the cellular phone for local personal calls up to a maximum of fifteen dollars (\$15), including applicable taxes, per month, and on a monthly basis will reimburse for all long

distance calls and personal calls that exceed the fifteen dollar (\$15) maximum.

<b>ARTICLE 22: SPECIAL CONDITIONS</b>
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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) **Visual Display Terminal Provisions**

- (1) (i) Employees who work a minimum of two (2) hours daily, on average, monitoring video display terminals shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice prior to initial assignment to VDT equipment and after six (6) months, a further test, and annually thereafter.
- (ii) The examination shall be at the Employer's expense where costs are not covered by insurance. The cost of an unattended scheduled appointment shall revert to the employee.

(iii) The Employer shall grant leave of absence with pay to a maximum of one (1) hour for each appointment.

(2) Pregnancy: Pregnant employees shall have the option to refuse to operate a visual display terminal. In any such instance, the Employer shall, where possible, reassign the pregnant employee to another work assignment at the appropriate rate of pay, or where this is not possible, offer the employee leave of absence without pay. Benefits shall be available under Clause 18.06 until such time as the employee qualifies for maternity leave provisions.

**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 employees, 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 in areas that affect the Union's role, rights, or obligations in the policy without the agreement of the Union.

**22.09 First Aid Attendants:**

- (a) The Employer will provide for one designated First Aid Attendant and one back-up attendant.
- (b) First Aid and back up First Aid Attendants will be chosen as follows:

A notice shall be placed on the bulletin board inviting applicants. Selection shall be based on the following three requirements:

- i) Compatibility based on first aid regulations and as agreed by the Union and the Employer;
- ii) Qualifications;
- iii) Seniority

Staff from management and from within the Bargaining Unit are eligible and seniority will be determined by

service with the Employer.

- (c) The Employer agrees to pay an honorarium to one designated First Aid Attendant based on the following certification:

Level 2	\$0.55 per hour
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Level 3	\$0.65 per hour
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- (d) The Employer will pay all course fees for the two designated positions.

**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  
previous job duties performed

7.

- 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 in the amount of \$100,000.00 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.

<b>ARTICLE 23: JOINT COMMITTEES</b>
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**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 employees;
- (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 75% paid by the Employer and 25% paid by the Union.

<b>ARTICLE 24:</b>	<b>SPECIAL CONDITIONS RE: PAYMENT OF WAGES AND ALLOWANCES</b>
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**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.

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

- (b) Employees who wish to take technical or academic courses to upgrade or obtain job related skills shall submit such requests in writing. If approved, the Employer shall pay

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.

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 100% of the cost of course fees, tuition and any required publications/ material upon proof of satisfactory course completion. The maximum reimbursement by the Employer for any one employee in a calendar year is six hundred dollars (\$600.00).

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 a mileage allowance of thirty eight (38) cents per kilometer (km).

**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. On the month-end cheque each employee shall be provided with an itemized statement of her/his wages, overtime and other supplementary pay and deductions. The mid-month cheque shall be an advance of not more than one-half (1/2) of the net pay for the month.

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.

<b>ARTICLE 25: WAGE AND INCREMENT SCALE</b>
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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 (1) 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 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 January 31<sup>st</sup>, 1998 until the date of salary integration:

Effective February 1, 1998 ----- 3%

Effective February 1, 1999 ----- 2%

Effective February 1, 2000 ----- 1.5%

Those regular former OTEU employees who were employed at date of ratification and by virtue of the merger had their hours of work adjusted from 34 hours to 35 hours per week shall be paid a one-time payment of four hundred dollars (\$400).

25.05 **Promotions:**

An employee will be promoted in accordance with Clause 12:07. Assuming satisfactory performance during the probationary period, increases will be given on completion of six (6) months and thereafter on the promotion date.

25.06

**CUPE Salaries Effective February 1, 1998**



<b>Job Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$2,269	\$2,336	\$2,403	\$2,472
2	\$2,407	\$2,478	\$2,564	\$2,651
3	\$2,555	\$2,639	\$2,733	\$2,832
4	\$2,709	\$2,806	\$2,905	\$3,010
5	\$2,866	\$2,966	\$3,079	\$3,196
6	\$3,023	\$3,136	\$3,257	\$3,386
7	\$3,183	\$3,309	\$3,439	\$3,579
8	\$3,347	\$3,479	\$3,625	\$3,775
9	\$3,515	\$3,661	\$3,818	\$3,982
10	\$3,685	\$3,842	\$4,012	\$4,190
11	\$3,865	\$4,069	\$4,209	\$4,392
12	\$4,041	\$4,215	\$4,406	\$4,598

**CUPE Out of Line Salaries Effective February 1, 1998**

<b>Job Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
6	\$3,102	\$3,220	\$3,347	\$3,478
8	\$3,450	\$3,591	\$3,740	\$3,901
10	\$3,829	\$4,047	\$4,223	\$4,412
12	\$4,446	\$4,644	\$4,847	\$5,065

**OTEU Salaries Effective February 1, 1998**

<b>Grade</b>	<b>Start</b>	<b>3</b>	<b>9</b>	<b>15</b>
1	\$2,034	\$2,084	\$2,134	\$2,185
2	\$2,149	\$2,199	\$2,249	\$2,300
3	\$2,235	\$2,289	\$2,343	\$2,396
4	\$2,343	\$2,400	\$2,458	\$2,515
5	\$2,483	\$2,544	\$2,605	\$2,666
6	\$2,637	\$2,709	\$2,781	\$2,853
7	\$2,817	\$2,892	\$2,968	\$3,043
8	\$3,039	\$3,119	\$3,198	\$3,277
9	\$3,539	\$3,632	\$3,726	\$3,819
10	\$3,539	\$3,632	\$3,726	\$3,819
11	\$3,794	\$3,891	\$3,988	\$4,085

<b>Grade</b>	<b>21</b>	<b>27</b>	<b>33</b>	<b>39</b>
1	\$2,235	\$2,285		
2	\$2,350	\$2,400		
3	\$2,450	\$2,504	\$2,558	
4	\$2,573	\$2,630	\$2,687	
5	\$2,727	\$2,788	\$2,849	\$2,910
6	\$2,925	\$2,996	\$3,068	\$3,140
7	\$2,119	\$3,194	\$3,269	\$3,345
8	\$3,356	\$3,435	\$3,514	\$3,593
9	\$3,629	\$3,715	\$3,801	\$3,887
10	\$3,913	\$4,006	\$4,099	\$4,193
11	\$4,182	\$4,279	\$4,376	\$4,476

**UFCW Salaries Effective February 1, 1998**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
A	\$3,880	\$4,054	\$4,237	\$4,427	\$4,626
B	\$4,188	\$4,376	\$4,573	\$4,779	\$4,994
C	\$4,496	\$4,698	\$4,909	\$5,130	\$5,361
D	\$4,804	\$5,020	\$5,246	\$5,482	\$5,729
E	\$5,112	\$5,342	\$5,582	\$5,833	\$6,096
F	\$5,420	\$5,664	\$5,919	\$6,185	\$6,463

**Pacific Blue Cross #1—November 1, 1998**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$2,269	\$2,346	\$2,426	\$2,500
2	\$2,407	\$2,576	\$2,745	\$2,914
3	\$2,555	\$2,701	\$2,848	\$2,995
4	\$2,709	\$2,871	\$3,032	\$3,193
5	\$2,866	\$3,026	\$3,185	\$3,345
6	\$3,023	\$3,213	\$3,403	\$3,593
7	\$3,183	\$3,358	\$3,533	\$3,708
8	\$3,347	\$3,527	\$3,707	\$3,888
9	\$3,515	\$3,741	\$3,967	\$4,193
10	\$3,685	\$3,895	\$4,106	\$4,316
11	\$3,865	\$4,069	\$4,273	\$4,477
12	\$4,041	\$4,227	\$4,413	\$4,598
13	\$4,643	\$4,759	\$4,878	\$5,000

**AS & TS Salaries Effective July 1, 1998**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
A	\$3,444	\$3,530	\$3,618	\$3,708
B	\$4,138	\$4,345	\$4,562	\$4,790
C	\$4,783	\$4,902	\$5,025	\$5,150

<b>D</b>	\$5,452	\$5,588	\$5,728	\$5,871
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**Pacific Blue Cross #1—February 1, 1999**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$2,315	\$2,393	\$2,472	2,550
2	\$2,456	\$2,628	\$2,800	\$2,973
3	\$2,607	\$2,756	\$2,905	\$3,055
4	\$2,659	\$2,929	\$3,093	\$3,257
5	\$2,924	\$3,087	\$3,249	\$3,412
6	\$3,084	\$3,278	\$3,472	\$3,665
7	\$3,247	\$3,426	\$3,604	\$3,783
8	\$3,414	\$3,598	\$3,782	\$3,966
9	\$3,586	\$3,816	\$4,047	\$4,277
10	\$3,759	\$3,973	\$4,189	\$4,403
11	\$3,943	\$4,151	\$4,359	\$4,567
12	\$4,122	\$4,312	\$4,502	\$4,690
13	\$4,736	\$4,855	\$4,976	\$5,100

**AS & TS Salaries Effective February 1, 1999**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
A	\$3,513	\$3,601	\$3,691	\$3,783
B	\$4,221	\$4,432	\$4,654	\$4,886
C	\$4,879	\$5,001	\$5,126	\$5,253
D	\$5,562	\$5,700	\$5,843	\$5,989

**Pacific Blue Cross #1—February 1, 2000**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$2,350	\$2,429	\$2,510	\$2,589
2	\$2,493	\$2,668	\$2,842	\$3,018
3	\$2,647	\$2,798	\$2,949	\$3,101
4	\$2,699	\$2,973	\$3,140	\$3,306
5	\$2,968	\$3,134	\$3,298	\$3,464
6	\$3,131	\$3,328	\$3,525	\$3,720
7	\$3,296	\$3,478	\$3,659	\$3,840
8	\$3,466	\$3,652	\$3,839	\$4,026
9	\$3,640	\$3,874	\$4,108	\$4,342
10	\$3,816	\$4,033	\$4,252	\$4,470
11	\$4,003	\$4,214	\$4,425	\$4,636
12	\$4,184	\$4,377	\$4,570	\$4,761
13	\$4,808	\$4,928	\$5,051	\$5,177

**AS & TS Salaries Effective February 1, 2000**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
A	\$3,566	\$3,656	\$3,747	\$3,840
B	\$4,285	\$4,499	\$4,724	\$4,960
C	\$4,953	\$5,077	\$5,203	\$5,232
D	\$5,646	\$5,786	\$5,931	\$6,079

<b>ARTICLE 26:</b>	<b>C.O.L.A.</b>
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- 26.01 (1) Effective February 1, 1998, all employees will be paid a cost-of-living allowance on the following basis:
- (a) Base: The January 1998 Vancouver Consumer Price Index (1986=100).
  - (b) Trigger: Base +3.0%
  - (c) Once the C.O.L.A. has triggered, each 1% increase in the CPI shall produce a C.O.L.A. payment equal to 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 .5% or more rounded up and any less than .5% rounded down.
  - (e) Ceiling: 6.0% The maximum net C.O.L.A. bonus payable will be 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 February 1999.
  - (g) Roll-In: The February 1, 1999 C.O.L.A. roll-in will be determined by the highest C.O.L.A. amount paid for the following months (April, 1998, July, 1998, October, 1998 and January, 1999) 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.

26.01 (2) Effective February 1, 1999, all employees will be paid a cost-of-living allowance on the following basis:

(a) Base: The January 1999 Vancouver Consumer Price Index (1986=100).

(b) Trigger: Base +4.0%

(c) Once the C.O.L.A. has triggered, each 1% increase in the CPI shall produce a C.O.L.A. payment equal to 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 .5% or more rounded up and any less than .5% rounded down.

(e) Ceiling: 7.0% The maximum net C.O.L.A. bonus payable will be 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 February 2000.

(g) Roll-In: The February 1, 2000 C.O.L.A. roll-in will be determined by the highest C.O.L.A. amount paid for the following months, (April 1999, July 1999, October 1999 and January 2000) 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.

26.01 (3) Effective February 1, 2000, all employees will be paid a cost-of-living allowance on the following basis:

- (a) Base: The January 2000 Vancouver Consumer Price Index (1986=100).
- (b) Trigger: Base +4.0%
- (c) Once the C.O.L.A. has triggered, each 1% increase in the CPI shall produce a C.O.L.A. payment equal to 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 .5% or more rounded up and any less than .5% rounded down.
- (e) Ceiling: 7.0% The maximum net C.O.L.A. bonus payable will be 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 February 2001.
- (g) Roll-In: The February 1, 2001 C.O.L.A. roll-in will be determined by the highest C.O.L.A.

amount paid for the following months, (April 2000, July 2000, October 2000 and January 2001) 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) Calculation of C.O.L.A. Payment: The C.O.L.A. roll-in will be determined as follows:

Payment of 1% - 1% roll-in

Payment of 2% - 2% roll-in

Payment of 3% - 2% roll-in.

MAXIMUM MONTHLY C.O.L.A. PAID 3%  
MAXIMUM ROLL-IN TO BASE SALARIES  
2%

- (i) 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.

<b>ARTICLE 27: RECLASSIFICATION AND/OR NEW POSITIONS</b>
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- 27.01 In order to assure maintenance of the Job Evaluation Program, the Maintenance Procedure Manual dated April 28, 1994, shall be attached to 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 February 1, 1998, 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 February 1, 1998 to and including January 31st, 2001, 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 10<sup>th</sup> day of December, 1998.

FOR THE EMPLOYER:

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B. Bucher

---

R. Elke

---

A. Kinvig

---

J.Crawford

---

G. Bell

---

J. Sharun

FOR THE UNION:

---

B. Miller

---

D. McRae

---

D. Preston

---

D.Gagne

---

S. Filleul

---

D. Thomas

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) Copy machine
- (c) Typewriter
- (d) Audio-visual equipment
- (e) Folder/Inserter machine.
- (f) Personal Computer/printer
- (g) Facsimile Machine
- (h) AB Dick 360 - Printing Press
- (i) Internet Access (in Union office only)

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, postage and audio-visual film.

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 Assessors 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 Assessors and shall be utilized for periods not to exceed six (6) calendar months at a time, unless mutually agreed between the Employer and the Union.

**B. BENEFITS**

The usual waiting period will be waived and MSP, EHC and Dental benefits shall become available immediately upon start-up. Offsite employees will not be eligible for sick leave, paid vacation time, WI, LTD, and Group Life benefits, or Union Pension Plan.

**C. HOURS OF WORK**

Offsite employees online access will be dependent upon the availability of the system, but generally restricted between the hours of 7:00 a.m. and 6:00 p.m.

**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 (1x) for the first sixteen (16) hours earned in excess of seventy (70) hours in a two week period - double time (2x) thereafter.
- 3) Article 16.04 (b) applies to offsite employees.

**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 Assessors. 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 Assessors shall not be utilized in the event that the number of regular in-house EHC Claims Assessors falls below twenty-two (22) positions;
- 3) The number of offsite EHC Claims Assessors 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) & (b), 15.04, 22.02 (b) (1) (i) & (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 Assessors 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 Assessor 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 Assessors cannot use their seniority for the purposes of bidding or posting into other bargaining unit positions.
- 5) Offsite employees may not exercise bumping rights.
- 6) Offsite employees shall be laid off in reverse order of their offsite seniority.

**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 BC TEL 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 telephone calling 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 Benefit Examiner job group.

#### **I. VOLUME**

Offsite employees shall work a minimum of 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 assessors mid-month advance will be based on an average estimate of earnings, and month end cheques will be based upon the actual hours worked up to the day prior to payroll cutoff.

**L. TERM**

This Letter of Understanding shall be in effect from the date of ratification and expire January 31, 2001.

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**

In order for the staff of Production Control to efficiently handle the workload on heavy production mornings, mainly occurring around mid-month, it is agreed by both parties that the following hours will apply:

<u>Flex Hours</u>	<u>Core Hours</u>
7:00 A.M. - 9:30 A.M.	9:30 A.M. - 11:30 A.M.
11:30 A.M. - 1:30 P.M.	1:30 P.M. - 2:30 P.M.
2:30 P.M. - 6:00 P.M.	

LETTER OF UNDERSTANDING NUMBER 4

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CROSS TRAINING POLICY**

1. The Employer shall post each cross training position on the Union bulletin board on the Employer's premises for at least five (5) Pacific Blue Cross working days, with a copy sent to the Local Union President.
2. Postings for cross training shall include the job title and duties, duration, shift and wage or salary range.
3. Late applications due to sickness, vacation, or other authorized leaves 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.
4. Within twenty-two (22) Pacific Blue Cross working days following the posting of a cross training position 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 will assume the cross training position within fifteen (15) Pacific Blue Cross working days of notification unless otherwise agreed to by the Employer and the Union. The cross training position shall be awarded to the applicant with the most bargaining unit wide seniority based upon her/his ability.
5. If within six (6) months the Employer finds it necessary to post an

identical cross training 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 cross training position.

6. Employees other than regular employees may apply for posted cross training positions; however, no cross training position shall be filled by other than regular employees until all provisions applying to regular employees have been fulfilled.
7. If an employee is permanently promoted to a position in which she/he has been cross trained, time spent in the cross training position shall be considered as time served towards the probationary period providing such time has been spent in the cross training position within twelve (12) months prior to the promotion.
8. There shall be only one successful application per employee for cross training in a six month period.
9. This policy shall be subject to joint Employer/Union review one year after implementation.



LETTER OF UNDERSTANDING NUMBER 5

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 full-time regular position between two employees, 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;
- 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;
- 3) a request to make the job share permanent, in writing from both participants, at least thirty 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 ten (10).

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 20 hours per week.
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.

#### **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 leaves, 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 6

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: PERFORMANCE MEASUREMENT**

During negotiations for Agreement No. 1, the Union raised concerns regarding the utilization of individual employee statistics. The Employer recognizes that the purpose of monitoring and measurement is non-disciplinary and is to provide a supportive process for employee counseling, training and development.

As a result of these discussions the parties agree that, during the term of this agreement, a committee, comprised of an equal number of management and union representatives will be convened, within thirty (30) days after ratification to review employee performance measurement issues and seek a resolve to outstanding matters.

LETTER OF UNDERSTANDING NUMBER 7

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: JOINT JOB EVALUATION PROCESS**

The parties agree to the following process for revising the job evaluation program and reviewing all Pacific Blue Cross jobs.

One Employer designate and one Union designate will review the existing job evaluation program and make recommendations to the Union Executive Board and to Human Resources for modifications to the program no later than March 31, 1999. These changes will entail a complete review of factors, bands, weights, etc. In addition, the parties will make recommendations to the Union Executive Board and Human Resources for a more concise job analysis questionnaire that will be utilized for evaluating jobs. All jobs that were in the expedited process will be "sore thumbed" by the JJEC to ensure that no change in rating is required.

The Job Evaluation Committee will involve the Union and Employer representative that participated in the Expedited Process along with additional members as contemplated by the Maintenance procedure. These committee members and other Employer (maximum 10) and Union (maximum 10) representatives will be provided with training as agreed to between the Union and Human Resources.

Six (6) months following the date that Pacific Blue Cross employees assume their post-merger duties, after the data has been converted to the west site platform, employees whose jobs were evaluated under the expedited job evaluation process will have the right to the reconsideration process outlined in the Job Evaluation Program.

Any Pacific Blue Cross job that was not evaluated under the expedited process will be evaluated under the new program and will be completed by

July 1, 1999. As such, the Employer commits to provide the required time off to the Job Evaluation Committee members to complete this process.

The Manager and employee representatives from the affected classifications will complete the revised Job Analysis Questionnaire and submit this along with an updated job description to the Job Evaluation Committee. These jobs will be evaluated in accordance with the Job Evaluation Program.

In addition to a review of the factors within the Job Evaluation Program the third party designates will make recommendations on the point values to be allocated to the current pay grade 1. If it is recommended that Grade 1 should be split into two paygrades then the Union agrees to meet the Employer to negotiate a new pay grade (1A).

LETTER OF UNDERSTANDING NUMBER 8

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: SALARY INTEGRATION**

Effective November 1, 1998, all employees will be integrated to one salary scale as outlined below (3% to be applied to such scale).

The employee will be placed at the applicable pay grade bases on the job rating established through the Job Evaluation Program. All employees will be placed on the scale on the basis of "closest to but not lower than". Employees will move to the following step-on-scale on completion of the required service at their current step from time of conversion. CUPE employees who are at Step 4 at time of salary integration will be placed at Step 4 of this new wage scale. In the event an employee is earning more than the highest increment of the pay grade of their classification, they will be treated in accordance with Clause 27.03.

<b>Pay Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$2,202.00	\$2,277.00	\$2,352.00	\$2,427.00
2	\$2,336.00	\$2,500.33	\$2,664.67	\$2,829.00
3	\$2,480.00	\$2,622.33	\$2,764.67	\$2,907.00
4	\$2,630.00	\$2,786.67	\$2,943.33	\$3,100.00
5	\$2,782.00	\$2,937.00	\$3,092.00	\$3,247.00
6	\$2,934.00	\$3,118.67	\$3,303.33	\$3,488.00
7	\$3,090.00	\$3,260.00	\$3,430.00	\$3,600.00
8	\$3,249.00	\$3,424.00	\$3,599.00	\$3,774.00
9	\$3,412.00	\$3,631.33	\$3,850.67	\$4,070.00
10	\$3,577.00	\$3,781.33	\$3,985.67	\$4,190.00
11	\$3,752.00	\$3,950.00	\$4,148.00	\$4,346.00
12	\$3,923.00	\$4,103.33	\$4,283.66	\$4,464.00



LETTER OF UNDERSTANDING NUMBER 9

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: EXCLUSIONS**

Notwithstanding Article 3.02 of the Collective Agreement, it is agreed that Sharon Belhumeur, Assistant Manager, formerly covered by the Collective Agreement of UFCW Local 2000 and CU&C shall be afforded six (6) months to return to the bargaining unit, utilizing the posting procedure, exercising and retaining her seniority as if she had not been excluded. Further, should she be laid off or dismissed from employment with Pacific Blue Cross within twelve (12) months of exclusion, she shall be afforded sixty (60) Pacific Blue Cross working days to apply for posted positions pursuant to the posting procedure, exercising and retaining seniority, as if she had not been excluded.

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: FOUR (4) DAY WORK WEEK**

Former CU&C employees will be provided with a one-time option to maintain a guaranteed day off per week effective January 1, 1999. The former CU&C employees who elect to have a guaranteed day off per week are subject to the following terms and conditions:

- The guaranteed day off will operate with employees requesting a flex day off under the flexible hours system. Specifically, the preference for the guaranteed day off 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.
- Employees who elect this option may work any consecutive eight and three quarter hour (8  $\frac{3}{4}$ ) shift which will start between 7:00 a.m. to 8:30 a.m. and will end between 4:15 p.m. to 5:45 p.m. The flexible/core hours outlined in Clause 15.02 will not apply.
- For all administrative purposes (i.e. sick leave, vacations, leave of absence, etc) the value of a day for employees who elect the four day work week option will be eight and three- quarter hours (8  $\frac{3}{4}$ ).
- Employees who work any overtime assignment on their guaranteed day off will receive 1.5X for the first two (2) hours of work and 2X thereafter.
- Employees may opt, at any time, to revert to the flexible hours system and would relinquish the four day (4)work week.

LETTER OF UNDERSTANDING NUMBER 11

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CUSTOMER CONTACT POSITIONS**

Notwithstanding the hours of work provisions outlined in Clause 15.01 to 15.08 it is agreed that the hours of operation in the following Customer Contact Positions will be 7:45 a.m. to 8:30 p.m.

This LOU applies to the following classifications:

EHC--	Customer Service Representative
Dental--	Customer Service Representative
Individual Products--	Member Service Representative
National Accounts--	Customer Service Representative (CSA)

All employees hired on or after the date of ratification will be hired with the understanding that afternoon and/or weekend shifts may be necessary. Those employed prior to the date of ratification will not be required to work afternoon and/or weekend shifts.

Regularly scheduled afternoon and weekend shifts for full time or part time employees will be entitled to an additional five percent (5%) of base salary per hour for actual hours worked.

Part-time employees hired to work afternoon shifts will be scheduled for four (4) hour shifts, five (5) days per week and will not be governed by flex time provisions. Any full-time employee hired would be subject to the flexible hours system and the standard flex hours will occur between 12:00 p.m. and 8:30 p.m. The core hours will be established after discussion and agreement with the Union, once the Employer has some experience with call volume trends.

LETTER OF UNDERSTANDING NUMBER 12

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: SALARY SCALES - APPLICATIONS AND TECHNICAL SERVICES DEPARTMENTS**

The parties agree that the following salary scale will apply for the classification listed below effective July, 1 1998 or will coincide with an earlier date used for the entire bargaining unit if applicable.

<b>Grade</b>	<b>Step 1 1st 6 months</b>	<b>Step 2 2nd 6 months</b>	<b>Step 3 2nd year</b>	<b>Step 4 thereafter</b>
<b>A</b>	<b>\$3343</b>	<b>\$3427</b>	<b>\$3512</b>	<b>\$3600</b>
<b>B</b>	<b>\$4017</b>	<b>\$4218</b>	<b>\$4429</b>	<b>\$4650</b>
<b>C</b>	<b>\$4643</b>	<b>\$4759</b>	<b>\$4878</b>	<b>\$5000</b>
<b>D</b>	<b>\$5293</b>	<b>\$5425</b>	<b>\$5561</b>	<b>\$5700</b>

**CLASSIFICATIONS**

**Grade A**

Internal Analyst  
Junior Programmer Analyst  
Junior Network Analyst  
Junior Systems Programmer

**Grade B**

Programmer Analyst  
Network Analyst  
Systems Programmer

**Grade C**

Systems Analyst  
Senior Programmer Analyst  
Senior Network Analyst  
Senior Systems Programmer

**Grade D**

Senior Systems Analyst  
Chief Programmer Analyst  
Network Supervisor  
Data Base Analyst

Systems Programming Supervisor

Data Base Administrator

In the event the bargaining unit receives a general increase this increase would also apply to the rates outlined above. In future, the Employer and the Union will, on an annual basis, benchmark with other organizations in BC and utilize available salary surveys to determine if any negative disparity exists between the market and salaries of these positions. The results of this benchmarking will be discussed with the Union and in the event it is agreed that an adjustment should occur this will be done through the use of "skills shortage pay". This skills shortage pay will be processed and applied to each individual within the classification at the beginning of each quarter and does not form part of an employee's scheduled rate of pay.

The Employer also has the ability, at their discretion, to implement a retention bonus and/or performance bonus for employees covered by the classifications listed in this letter of Understanding. Such retention bonus and/or performance bonus will be applied to every employee within the classification. It is agreed that the Union will be advised, in writing, of the details of the bonus, prior to any bonuses being paid.

LETTER OF UNDERSTANDING NUMBER 13

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: PACIFIC BLUE CROSS SALES STRUCTURE**

**EXISTING EMPLOYEES**

The parties agree that Marketing Representatives will be considered Corporate Sales Representatives and paid at that rate under the new Sales structure regardless of the nature of their work assignments.

In the event legislation is passed that requires existing Sales Representatives to be licensed, the parties agree to meet in advance and review how this will be handled.

**NEW STRUCTURE**

It is agreed that employees hired into the Sales department on or after July 1, 1998 in a capacity other than Sales support will fall into the new Sales structure as outlined below:

**Level A- Development Candidate**

This position is established in order to promote career advancement within the organization. It is agreed that the provisions of Clause 12.02 (a) and 12.05 do not apply in the filling of the positions covered by this Letter of Understanding. The Employer, in considering applications into sales development 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. It is understood that the criteria will be measured through a recognized external testing method. If there are no suitable applicants, external applicants can be considered.

The development program will involve working in other departments to broaden the employee's understanding of the business and as a result the

parties agree to trial period of up to eighteen (18) months based on the time spent at Level A. During these departmental assignments, employees will report to the appropriate department manager in conjunction with the sales department. In the event the development position is filled by an external candidate the employee will serve a six (6) month probation period and a further twelve (12) month trial period.

Regular evaluations will occur during the employees' trial period to ensure the employee has satisfactorily performed the assigned duties in which case they will be advanced to the Group Service Associate position.

#### **Level B- Group Service Associate**

In order to be qualified for this position the employee must have taken additional related courses in CEBS or LOMA. Employees in this job will determine whether they wish to advance into a Sales or Service capacity. For advancement into the Sales function the employee must have completed the CEBS courses and have taken relevant sales training courses. For advancement into the Service function the employee must have completed the CEBS 1, 2, 3 and LOMA 1, 2, and 3. It is recognized that employees may require approximately three to four years experience in this position before they will advance to other positions.

Progression to either Service Representative or Direct Sales Representative shall be automatic upon completion of the requirements of Level B. Decisions on progression will not be made in an arbitrary or unreasonable manner.

### **SALES**

#### **Level 1- Direct Sales Representative**

Employees in this position will have acquired full knowledge and understanding of the product lines and refinement of sales techniques. They will be responsible for sales and service on a direct basis for small groups. This position will also act as a mentor to employees in Level A or B.

#### **Level 2 - Group Sales Representative**

This position is responsible for sales and service of groups involving broker/consultants and groups on a direct sales basis for medium groups.

#### **Level 3 - Corporate Sales Representative**

This position is responsible for sales and service for specific consultant/brokers as well as managing a corporate book of business.

Movement into the different levels of Sales positions will be dependent on

the work requirements and demonstrated ability within their current position, and will not be made in an arbitrary or unreasonable manner.

## **SERVICE**

### **Level 1- Service Representative**

Under the general supervision of the Senior Account Manager, and the direction of the Group and Direct Sales 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.

### **Level 2- Senior Service Representative**

Under the general supervision of the Senior Account Manager, and the direction of the Corporate Sales representatives, 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.

## **GENERAL**

The initial drafting of job descriptions and specifications shall be done pursuant to Section 5.2 (a) of the Maintenance Procedure in the Job Evaluation Program. The wage rate assigned to the classifications shall be done at collective bargaining, however, the parties, with mutual agreement may agree to adjustments in compensation to reflect legitimate business needs and market factors.

### **Pay Grades**

Effective July 1, 1998 the pay grades will be as follows:

Level A	Development Candidate	6
Level B	Group Service Associate	7
Level 1	Direct Sales Representative	9
Level 2	Group Sales Representative	11
Level 3	Corporate Sales Representative	13 (as outlined below)
Level 1	Service Representative	8
Level 2	Senior Service representative	10

Grade 13:

Step 1	\$4,643.00
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Step 2	\$4,759.00
Step 3	\$4,878.00
Step 4	\$5,000.00

Any future general wage increase will be applied to the above wage rates.

#### **BONUSES**

It is agreed the Employer can set the rate of bonuses to remain competitive in the industry. The Employer will provide a letter to the Union outlining the bonus scheme application to Sales Representatives at Pacific Blue Cross and further will provide written notice to the Union if the bonus structure is modified. Until equitable allocation of client distribution is determined, a guaranteed bonus arrangement of \$5,000.00 annually will be paid to former CU&C Sales Representatives. Former CU&C Sales Representatives will receive bonuses effective July 1, 1998.

#### **COMMITTEE REVIEW**

Within thirty (30) days of ratification, a committee will be established to review the equitable distribution of accounts. This committee shall be comprised of two (2) sales representatives and one (1) union representative along with three (3) Employer representatives. This committee will also review and make recommendations for delineating between small and medium groups.

#### **ADDITIONAL TIME-OFF**

Three (3) days of floating holidays per year shall be taken at days mutually agreed upon between the employee and the Employer. This entitlement, if unused, cannot be carried over to the next year.

LETTER OF UNDERSTANDING NUMBER 14

BETWEEN

PACIFIC BLUE CROSS,  
BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: AGREEMENT RELATED TO THE TRANSITION OF UFCW &  
OTEU COLLECTIVE AGREEMENTS OF DECEMBER 17, 1998**

It is agreed there will be no repayment of any wage, benefit, entitlement or any other provision afforded employees covered by the above noted Agreement as a result of this Memorandum Of Agreement not containing a provision or entitlement contained in the December 17<sup>th</sup> Interim Agreement. This includes changes due to effective date of ratification.

LETTER OF UNDERSTANDING NUMBER 15

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: TRANSITION OF FORMER UFCW AND OTEU MEMBERS TO  
CUPE SICK LEAVE, STD AND LTD PROVISIONS.**

The parties agree to the following integration procedure to CUPE's sick leave, STD and LTD provisions:

Former OTEU employees:

- 1) Former OTEU employees will have one-half (1/2) of all sick leave credits in Bank B paid out in full based on the employees salary the day following ratification of this agreement.
- 2) Effective the beginning of the month following ratification of this agreement, former OTEU employees will be credited with a day's sick leave credit times the number of months remaining in the calendar year. For, example, if the agreement were ratified in mid September then effective October 1, a full-time employee would be credited with three days (21 hours) sick leave. In January 1999, former OTEU employees will observe the CUPE provisions in its entirety (105 hours credited at the beginning of the calendar year).
- 3) Effective the beginning of the month following ratification of this agreement the provisions of the CUPE Short Term and Long Term Disability plans will apply.

Former UFCW employees:

The Employer agrees to grandfather former UFCW employees with their previous sick leave, Wage Indemnity and LTD plans as long as the employee is employed with Pacific Blue Cross. Employees will be given a one-time option to leave the former UFCW LTD plan and opt into the CUPE plan. It is understood that the employee will pay 100% of the cost of the LTD plan if they remain in the former UFCW plan.

LETTER OF UNDERSTANDING NUMBER 16

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

It is agreed that employees formerly covered by the collective agreement by UFCW local 2000 and CU&C shall be grandfathered for their "continuation of benefits: pursuant to the previous Appendix A.

LETTER OF UNDERSTANDING NUMBER 17

BETWEEN

PACIFIC BLUE CROSS

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CLIENT SUPPORT SERVICES**

It is understood that at least one staff will commence work at 7:00 am and at least one other staff will finish work at 6:00 p.m. during normal business days to provide phone coverage. It is agreed that Sherryl Bardnes will not be required to work beyond 4:30 p.m.

LETTER OF UNDERSTANDING NUMBER 18

BETWEEN

PACIFIC BLUE CROSS,

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: CUPE REGISTERED PENSION PLAN**

The parties agree that the type of pension plan provided to employees will be a Registered pension plan as outlined in Clause 20.01. In order to increase the flexibility associated with investment options it is agreed as follows:

- 1) The joint Pension plan committee will convene a meeting to prepare a Request for Proposal to go to a variety of investment firms (to be agreed to by the committee). The Union Executive shall be copied on all correspondence.
- 2) Once responses are received the pension plan committee will review the proposals and make written recommendations to the Union and the Employer with regard to the investment firm that is recommended.
- 3) In order to allow the pension plan committee the opportunity to thoroughly review the options this process does not need to be completed prior to ratification of this agreement.
- 4) The Union Executive and Employer shall make the decision as to which investment firm will be retained to manage the pension plan.

**Transition for former OTEU registered pension plan and the former UFCW RRSP:**

Former OTEU employees:

The existing plan and contribution levels will remain with the Co-operators until an investment firm is mutually agreed upon. Members of that plan may elect to remain with the Co-operators or move their funds to the new investment firm.

Former UFCW employees:

The Employer agrees to grandfather the former UFCW employees with their existing Pension plan, as outlined below, as long as the employee is employed with Pacific Blue Cross.

The Pension plan arrangement for former UFCW employees will remain a Registered Retirement Savings Plan of the employee's choice. The Employer will contribute to such designated RRSP as follows:

On completion of one (1) year of service-	6% of gross salary
On attaining age 40-	7% of gross salary
On attaining age 50-	8% of gross salary



LETTER OF UNDERSTANDING NUMBER 19

BETWEEN

PACIFIC BLUE CROSS

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

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

Pursuant to Clause 23.01 the Union agrees to discuss with the Employer Saturday openings in the event it becomes operationally desirable to do so. The Union recognizes the requirement for Pacific Blue Cross to remain competitive and as such agreement will not be unreasonably withheld.

LETTER OF UNDERSTANDING NUMBER 20

BETWEEN

PACIFIC BLUE CROSS

BRITISH COLUMBIA LIFE AND 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, Technical Services and Client Support 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 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 PM to 12:00 AM midnight on weekdays and 7:00 AM to 12:00 AM 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 February 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 21

BETWEEN

PACIFIC BLUE CROSS

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: MOUNT PLEASANT HEALTH CENTRE**

The parties agree that the hours of operation for the Mount Pleasant Health Centre that existed at time of ratification will continue to apply to the Clinic. The hours of operation varies by day of the week and includes operating on Saturdays from 8:00 a.m. to 5:00 p.m. It is understood that employees in the Medical Clinic are exempt from the provision of Clause 16.04 (b).

LETTER OF UNDERSTANDING NUMBER 22

BETWEEN

PACIFIC BLUE CROSS  
BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: IMPACT OF MERGER**

This Letter of Understanding was negotiated recognizing that, while Pacific Blue Cross anticipates there will be no layoffs due to the merger, this may not occur.

This Letter of Understanding is effective from the date of ratification until the end of the third full calendar month after the work forces of both predecessor organizations have been moved into the same premises.

Employees with greater than one year's service for whom there is no job available due to the merger will be entitled to receive a special severance allowance of two (2) weeks pay per year of service to a maximum of twenty- six (26) weeks pay.

Once employees with more than one year's service for whom there is no job available due to the merger have been identified, more senior employees within the same classification, may elect to terminate and receive the severance allowance provided above based on their length of service.

The number of senior employees electing to voluntarily terminate cannot exceed the number of employees with more than one year's service for which there is no job. The names of such employees will be held for fifteen (15) calendar days and if a greater number volunteer to terminate than are allowed under this provision, the requests will be approved in order of seniority.

Employees electing to voluntarily terminate, who met the eligibility requirements under their respective pension plan provisions, will be eligible for retiree status and benefits.

LETTER OF UNDERSTANDING NUMBER 23

BETWEEN

PACIFIC BLUE CROSS

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: BLUE EXPRESS RELOCATION COMPENSATION PACKAGE**

This package is designed to ensure that a maximum of five (5) employees who temporarily relocate to Edmonton to assist in the development of Blue Express do not suffer any financial consequences with such transfer, and are afforded all the rights and protection of the collective agreement and policies of Pacific Blue Cross. It is understood that such temporary transfer is done on a voluntary basis and will be for approximately two to three years. It is also agreed that the Company will apply the terms of the *B.C. Labour Relations Code* to the employees in Edmonton if the need arises.

Pacific Blue Cross shall provide copies of the collective agreement and policies to the appropriate supervisory personnel in Edmonton. The employees that temporarily relocate remain a member of the bargaining unit, pay union dues and are governed by the collective agreement except as amended in this document. Essentially, the employees are performing the same job in Edmonton as they would if the project was being developed in Vancouver. The following terms will apply to the employees temporarily transferred to Edmonton:

1) **House/Apartment Hunting:**

- a) Up to a maximum of 4 working days without loss of pay for apartment hunting (if rest days are utilized the employee will be given the equivalent compensating time off based on the regular work day).
- b) Airline transportation and airport fees between Vancouver and Edmonton and return for the employee and one other person of their choice.
- c) Daily meal allowance of \$40.00/ per person (maximum \$80.00 per day)

- d) The hotel will be arranged by Pacific Blue Cross
- e) The employee will be reimbursed for a mid-size car rental at Budget rent-a-car, including insurance.
- f) Reimbursement of either a taxi from their home to Vancouver airport and return or alternatively parking at the airport during their absence.
- g) Up to a maximum \$20.00/day for telephone charges to their home in Vancouver.

2) **Moving household and personal effects:**

Up to a maximum \$2,000 on the initial move to Edmonton which must be supported by invoices/ receipts however at the employees request a cash advance will be arranged. This includes but is not limited to, expenses associated with:

- damage deposit
- moving expenses (packers, trucking, etc.)
- phone/cable/hydro hookup

Reimbursement of receipted expenses for movement of their personal effects on the return move to Vancouver to a maximum of \$2,000 and , if requested, will be arranged through cash advance.

3) **Monthly living allowance:**

\$2,100 per month (prorated for partial months) paid in regular pay installments, which includes but is not limited to:

- rent
- utilities
- phone
- long distance charges
- storage
- fees if applicable

4)

**Traveling expenses:**

The Company will reimburse receipted expenses, or if requested by the employee, the Company will arrange a cash advance, for travel to/from Vancouver to a maximum of \$2,000 per year. Any unused balance in one year can be carried over. Should the assignment end prior to the expiry of this LOU, the eligible expenses will be prorated on a monthly basis.

5) **General:**

- a) *Family Emergency:* Pacific Blue Cross should be contacted and appropriate arrangements will be made. The Company agrees to discuss the appropriate travel arrangements based on circumstances with the Union. Assuming agreement, it is understood that any of the required travel to/from Vancouver will not come out of the employees' allotted travelling expenses as outlined in 4) above.
- b) *Business Communications:* paper/packages by daily courier and also electronic e-mail hook up from Alberta which will also allow communications between Edmonton and the Union at Pacific Blue Cross.
- c) *Reporting Structure:* Pacific Blue Cross- Leza Muir and Alberta - to be determined.
- d) *Back-Up:* A maximum of five (5) back-up employees may travel to Edmonton every 2 months for 1 to 2 weeks and would be reimbursed for reasonable receipted expenses as outlined in 1) (c), (d), (f) and (g) above. In the event unusual child care expenses are incurred as a result of the travel, the employee will receive up to a maximum of \$100 per week according to the actual expenses incurred. Every effort will be made for travel to occur during the normal work week. If this is not possible and travel on the weekend occurs, the employee will receive an additional \$30 per day to cover weekend child care. In addition, traveling time commences from the time the employee leaves their home until they arrive at the hotel and will be treated in accordance with the provisions of Clause 15.11. Upon request the Company will arrange a cash advance.



The employee will be given a minimum of five (5) working days notice of the requirement to travel to Edmonton. It is recognized that the appropriate back-up would need to replace any full time employee(s) in Edmonton who are unable to complete their assignment, however such temporary transfer is done on a voluntary basis. The full-time employee must provide a minimum of five (5) working days written notice of their inability to complete the temporary assignment. In this event, the backup employee will be provided with two (2) weeks written notice and will assume the full-time position and be covered by the terms of this LOU.

It is agreed that the JJEC will review the job descriptions of the backup employees with the understanding that this will have no impact to existing job descriptions within Pacific Blue Cross.

- e) The employees will continue to receive the same benefits as currently exists, however, they may be provided by Alberta Blue Cross.
- f) Vacation entitlement for 1998 will be taken as already approved. Vacation entitlement in 1999 will be discussed with the Alberta Project Manager and the requests then forwarded to Leza Muir for final approval.

If any of the pre-selected staff and their back-ups are unable to complete the temporary assignment it is agreed that the Company will post the temporary positions in accordance with the collective agreement.

Upon return to Pacific Blue Cross and completion of the temporary assignment, the employees will be returned to their former position. The Company agrees to provide sufficient notice in writing of the expiry date of the assignment to enable employees to avoid duplication of accommodation costs. In the unlikely event this duplication of costs occurs, the Company agrees to reimburse the employee for those costs.

This letter of understanding will take effect upon signing and will expire not later than March 31, 2000. If an extension is required, the Company agrees to notify the Union 60 days prior to the expiry date of this Letter of Understanding. Such extension will be with mutual agreement between the parties and such extension will not be unreasonably withheld.

LETTER OF UNDERSTANDING NUMBER 24  
BETWEEN

PACIFIC BLUE CROSS

BRITISH COLUMBIA LIFE AND CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: AFTERNOON SHIFTS**

In order to respond to planned and unplanned work volume increases it is agreed that the Employer may create temporary afternoon shifts to augment EHC and Dental Benefit Examiners as well as Data Entry Operators. The terms and conditions of these positions are as follows:

1. These will be temporary positions of no more than six (6) consecutive months. These temporary positions will be filled in accordance with the provisions of Article 12.
2. Employees who work afternoon shifts will be scheduled for four (4) hour shifts, five (5) days per week and will not be governed by the flex time provisions.
3. The shift start time will be between the hours of 4:00 and 5:00 p.m. and the shift finish time will be between 8:00 and 9:00 p.m.
4. Employees working the afternoon shift will be paid a shift differential of five percent (5%) of base salary per hour for actual hours worked.