

COLLECTIVE AGREEMENT

Made and entered into between:



Pacific Blue Cross

(hereinafter called the Employer)

-and-



**The Canadian Union of Public Employees
Local 1816**

(hereinafter called the Union)

The Parties acknowledge that the land on which we gather is within the traditional and unceded territories of the Coast Salish peoples, including the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish) and Selilwitulh (Tsleil-Waututh) First Nations and the hənqəmiñəm speaking peoples.

Term of Agreement

AUGUST 1, 2022 – JULY 31, 2027

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ARTICLE 1 – OBJECTIVES

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

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

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

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

- 1.05 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate against any person in matters of hiring, rates of pay, training, promotion, transfer, layoff, dismissal or in any other matter because of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or any other ground added by the *BC Human Rights Code*.

The Employer and Union have developed a policy and procedures to deal with workplace harassment. The Employer shall not amend the policy without the agreement of the Union. The policy will be located on the Employer's intranet.

ARTICLE 2 – DEFINITIONS

2.01 Probation

- (a) Probation is defined as the initial period of time during which a new employee is reviewed and monitored to determine the employee's suitability for permanent hire or placement.

- (b) The probationary period shall be for a period of six (6) months worked. In the event of significant absence from work for any reason during this period, the probationary period shall be extended by an equal number of working days.
- (c) Regular part-time and temporary employees are required to work the equivalent in hours of regular full-time employees with respect to the probationary period.
- (d) For the purpose of computing pay, the probationary period shall be considered satisfied at the end of the normal working day on which probation is considered complete.
- (e) In special cases where in the opinion of the employee's manager the established probationary period has not been long enough to establish competence or suitability, it may be extended up to an additional three (3) months worked by mutual agreement between the Employer and the Union, providing two (2) weeks' notice of such extension is given. Such extension shall be confirmed in writing. If the probationary period for an employee is extended, the employee will, upon satisfactory completion of the extended probationary period, proceed to the next step.
- (f) In the event the employee fails to prove competency or suitability during the probationary period, they shall be terminated.
- (g) The term "probation" shall not be used in reference to disciplinary action.
- (h) No employee shall be eligible to apply for a posting for promotion, transfer to a lower rated job classification, or lateral transfer while serving a probationary or trial period, except by mutual agreement of the Employer and the Union.

2.02 **Regular Full-Time**

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

2.03 **Regular Part-Time**

(a) 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.

(b) Leaves for part-time employees shall be prorated based on their average weekly working hours divided by thirty-five (35).

2.04 Temporary

- (a) A temporary employee shall be an employee who is employed on a temporary basis. Should such employee's term of employment exceed six (6) calendar months, benefits shall be available immediately upon satisfying eligibility requirements in accordance with Clause 2.04(d). Any temporary employee whose term of employment exceeds six (6) calendar months shall receive sick leave entitlements, vacation and all benefits with the exception of Short Term Disability and Long Term Disability. Temporary employees shall be eligible to join the Union Pension Plan in accordance with Clause 20.01(a).

A temporary position for the purpose of augmenting regular staff shall be no longer than twelve (12) calendar months unless mutually agreed between the Employer and the Union. For the purpose of replacing regular staff on maternity/parental leave, a temporary position shall be no longer than twenty-two (22) calendar months unless mutually agreed between the Employer and the Union.

A temporary employee employed, actively working or inactive on an approved leave of absence, for twenty-four (24) consecutive months or longer in the same classification will become a regular employee.

- (b) Upon becoming a regular employee in the job description to which they were 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, they must serve a probationary period as outlined in Clause 2.01. Upon satisfactory completion of the probationary period, their 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, including but not limited to those for Short Term and Long Term Disability plans.

2.05 Trial

- (a) Trial period shall refer to the period of time served when a regular employee is the successful applicant for an internal position.

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

2.06 **Casual Employees**

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

- (a) 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.
- (b) The hire of any casual employee shall not conflict with any provision of the Collective Agreement and, in particular, Article 12 "Promotion and Staff Changes."
- (c) Casual employees shall be subject to applicable readmittance fees and Union dues.
- (d) Seniority shall not be established for casual employees.
- (e) The agreement of the Union is required before the date of hire of any casual employee, upon the Employer providing the following information:
 - (1) name of employee;
 - (2) date of hire;
 - (3) length of employment;
 - (4) salary;
 - (5) position to be filled;
 - (6) reason for hire;
 - (7) previous job duties performed.

Such requests will not be unreasonably withheld.

ARTICLE 3 – UNION RECOGNITION

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

3.02 The bargaining unit shall be all employees except for the following:

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

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

- 3.03 The Employer agrees to notify the Union in writing within five (5) working days wherever possible, when an employee covered by this Agreement is hired, promoted, demoted, transferred, suspended, laid off or terminated.
- 3.04 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.
- 3.05 The Employer agrees to supply to the Local Union President, once yearly during the month of December, pertinent facts about the Union benefit plans, to include:
- (a) contributions by the Employer and the employee;
 - (b) statement of claims and/or expenses paid.
- 3.06 The Union will supply the Employer with the names of its Officers and Shop Stewards. Likewise, the Employer will supply the Union with a written list of its management personnel with whom the Union may be required to transact business. Officers and Management will be introduced to one another following Union elections.

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

- 3.07 (a) The Employer shall recognize all Union Officers, Shop Stewards and members of Union committees elected or appointed by the Union and shall not dismiss, discipline or otherwise discriminate against such persons for carrying out the duties proper to their positions.
- (b) Any Union Officer and/or Shop Steward shall be allowed reasonable time to respond to Employer's correspondence, investigate and process grievances or confer with other Officers or Stewards of the Union during regular working hours, without loss of pay. The Officer or Steward will obtain permission from their Manager before leaving their work area for such purposes, and such permission will not be unreasonably denied. Upon entering a department other than their own, the Officer or Steward shall inform the Manager of that department of the reason they are there.
- (c) All meetings to discuss work related issues with the Employer will be on Company time.
- (d) A representative of the Union shall be given an opportunity to orientate new employees with their rights and responsibilities under the Collective Agreement. Orientation will take place within regular working hours, but not during core hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment.

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

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

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

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

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

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

3.11 **Union Expenses**

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

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

The Union shall reimburse the Employer on a quarterly basis in the months of March, June, September and December for all costs incurred by the Union for copying and postage. The President of the Union shall be responsible for controlling the use of these privileges.

ARTICLE 4 – MANAGEMENT RIGHTS

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

Non-Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the work force in a discriminatory manner because of the Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person as described in the Human Rights Code.

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

ARTICLE 5 – UNION SECURITY

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

ARTICLE 6 – CHECK-OFF OF UNION DUES

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

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

6.02 Salary and Union Dues Information

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

- (1) Employee number
- (2) Employee name
- (3) Salary paid subject to Union dues. This total would include:
 - (a) basic pay
 - (b) shift differential
 - (c) "stat" days paid
 - (d) holiday pay paid
 - (e) pay loss
 - (f) overtime
 - (g) C.O.L.A.
 - (h) flex time payout
 - (i) pager allowance
 - (j) sick pay bonus
- (4) Union dues deducted as per Union By-Laws
- (5) Initiation fees and/or special assessments

- (6) Employee address, phone number and personal email if provided to the Employer shall be supplied to the Union.

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

ARTICLE 7 – PERSONNEL FILES

- 7.01 Employees shall have access to their personnel file upon request. It is agreed that such access shall be by appointment as mutually agreed to by the Labour Relations designate 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 their 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 It is understood and agreed that there shall be no written complaint(s) in any employee’s Personnel File(s) of which the employee is unaware.
- 7.04 Should the Employer include a non-disciplinary letter or record, such as a “letter of expectations” or “letter of direction,” in the employee’s Personnel File(s), such documents(s) shall remain on the employee’s file for up to a maximum of thirty-six (36) months provided there are no new non-disciplinary letters or records in the employee’s Personnel File(s) during that time.

ARTICLE 8 – DISCIPLINE

Preamble

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

- 8.01 This Article shall be applicable to any discipline 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, although, consistent with arbitral jurisprudence, steps may be bypassed in the case of serious offences with just and reasonable cause by the Employer.

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

An employee shall have the right to have their Steward present at any meeting with a supervisor or manager which may reasonably result in disciplinary action.

(a) Verbal Warning (Shop Steward Required)

Whenever the Employer deems it necessary to discipline an employee, the Employer shall meet with the employee and their Shop Steward regarding the concern. If the concern is resolved at this stage, this concern shall not at any time become part of the employee's Personnel File.

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

A memo outlining the areas of concern and agreed upon time limits for correction will be signed by the Manager, employee and Shop Steward.

(b) Written Warning/Adverse Report (Shop Steward and Lead Shop Steward Required)

If such concern is not resolved within the specified time period agreed upon, the employee shall be notified in writing of any expression of dissatisfaction concerning their 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 concern documented in the Adverse Report may lead to suspension or dismissal.

The employee's reply to such Adverse Report shall become part of their record with a copy attached to all copies of the Adverse Report. A copy of the Written Warning must be signed by the employee, their manager, and the Lead 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 discipline shall not become part of their record or be used against them at any time.

A time period specified in the Adverse Report will be set for resolution of such concern. 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 concern(s).

(c) **Suspension or Dismissal (Lead 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 their former position without loss of pay or seniority unless otherwise ordered by the Arbitration Board.

They shall be compensated for all time lost at the daily rate equal to their 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 an Arbitration Board, 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 an Arbitration Board.

8.05 Non-Culpable Terminations (Lead Shop Steward Required)

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

ARTICLE 9 – GRIEVANCE PROCEDURE

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

9.02 Step 1

Such a difference will first be made verbally by the employee and/or a representative of the Union with the employee's immediate Manager within ten (10) working days of the occurrence of the alleged difference.

Every effort will be made to resolve the alleged difference at this Step.

9.03 Step 2

Failing resolution of the alleged difference within ten (10) working days of raising the issue at Step 1, the party filing the grievance will have an additional ten (10) working days to file a grievance in writing setting out the nature of the grievance, the circumstances from which it arose, the Article or Articles of the Agreement alleged to have been violated, and the remedy or correction required. The grievance will be provided to Labour Relations.

When a grievance is filed, the parties will schedule a Step 2 grievance meeting, with a maximum of three (3) representatives of each of the Union and Employer in attendance, within ten (10) working days of receiving the grievance.

The parties commit to appointing representatives who have the authority and goal to make best efforts to resolve grievances. Discussions in this forum are understood to be on a strictly without prejudice basis to create an atmosphere to explore potential solutions.

The Employer will respond in writing within ten (10) working days of the Step 2 meeting.

Failing settlement of the grievance at Step 2, the Union may request a Step 3 meeting within ten (10) working days of the Employer's Step 2 response.

9.04 Step 3

Where requested, the parties will schedule a Step 3 grievance meeting, with a maximum of three (3) representatives of each of the Union and Employer in attendance, within ten (10) working days of the request for a Step 3

meeting.

The parties commit to appointing representatives who have the authority and goal to make best efforts to resolve grievances. Discussions in this forum are understood to be on strictly without prejudice basis to create an atmosphere to explore potential solutions.

The Employer will respond in writing within ten (10) working days of the Step 3 meeting.

Failing settlement of the grievance within ten (10) working days of the Step 3 meeting, the grievance may be referred to Arbitration as per Article 10.

- 9.05 Layoff, discipline, human rights and policy or group grievances shall be initiated at Step 2 of this Article.
- 9.06 Time limits stated in this Article may be extended by written agreement of the parties. Working days shall mean days on which Pacific Blue Cross is open for business to the public.
- 9.07 After a grievance has been initiated, the Employer shall not enter into discussions or negotiations with respect to the grievance with the aggrieved employee without the consent of the Union.
- 9.08 **Job Selection Disputes**

Job Selection disputes will be handled in an expedited manner.

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

Within five (5) working days of being notified of the grievance, the Manager of Human Resources (or designate), the Manager of Labour Relations (or designate) and the Union will meet to discuss the employee's grievance, unless timelines are extended by mutual agreement.

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

Within five (5) working days of the Employer's response the Union will advise if they wish to pursue the grievance. If the Union decides to pursue the grievance, the dispute will be referred to a mutually agreed to party, for expedited mediation.

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

arbitration.

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

ARTICLE 10 – ARBITRATION

10.01 Arbitration Board

An Arbitration Board of three (3) people shall be formed to hear the grievance. The grieving 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 Bureau” to appoint a Chairperson.

The parties agree to request the hearing 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.

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 The Arbitration Board may determine their own procedures in accordance with the Labour Relations Code and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the difference or allegation and shall make every effort to render a decision as soon as possible.
- 10.06 Whenever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties. Working days shall mean days on which Pacific Blue Cross is open for business to the public.

ARTICLE 11 – SENIORITY

11.01 General

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

11.02 Seniority Defined

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

11.03 Seniority List

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

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

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

(a) Regular Full-time Employee

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

(b) Regular Part-time Employee

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

(c) Temporary Employee

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

11.05 Retention of Seniority

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

(a) Employees who are laid off after six (6) calendar months service, but less than one (1) years' service shall retain and accumulate seniority for a period of six (6) calendar months;

(b) Employees who are laid off after one (1) year or more of service with the Employer shall retain and accumulate seniority for a period of one (1) year.

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

(c) Employees absent due to a bona fide illness or injury, provided such illness or injury is attested to by a licensed physician, shall retain and accumulate seniority for a maximum period of two (2) years from time of approved long term disability or the time eligible for long term disability at which time the employee will no longer hold their position. The Union Executive Board and a Management Committee will meet to discuss the employee's situation. An employee who is absent in excess of two (2) years on long term disability or the time eligible for long term disability shall be provided a position at the earliest opportunity after they have notified the Employer of their availability. An employee offered a comparable

position to their original position prior to illness or injury under this provision must accept the first position being offered. Such employment shall be subject to an opening occurring appropriate to their qualifications, ability, and physical condition unless the employee has elected to accept severance from the Employer pursuant to Clause 20.09.

- (d) Employees who have been granted an authorized leave of absence up to one (1) year shall retain and accumulate seniority.
- (e) Employees temporarily or permanently transferred to a position outside the Bargaining Unit shall retain seniority for a period of six (6) calendar months. This may be extended by mutual agreement of the parties.

11.06 **Loss of Seniority**

An employee shall lose their seniority in the event:

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

11.07 Notwithstanding provisions contained in this Article, it is agreed and understood that where the successful applicant is either a regular part-time or temporary employee, their 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 their position in the Bargaining Unit within six (6) calendar months. No employee shall be forced to accept a position outside the Bargaining Unit against their wishes.

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

ARTICLE 12 — PROMOTIONS AND STAFF CHANGES

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

12.02 Job Postings - Full-time and Part-time Permanent Postings

- (a) The Employer shall fill job vacancies from within the Bargaining Unit before hiring new employees provided there are employees available who satisfy the posted requirements as in Clause 12.02 (c). Each job vacancy shall be posted on the Employer's internal job posting portal for at least five (5) working days, with a copy sent to the Local Union President. Postings may be cancelled within this time period of five (5) working days. Outside applicants shall satisfy posted requirements; otherwise the job vacancy shall be re-posted.
- (b) All temporary openings in excess of twelve (12) weeks shall be posted. An employee will not be assigned to any assignment, in the same job classification, beyond the original twelve (12) weeks without union agreement. The request for mutual agreement will be made two (2) weeks prior to the end of the assignment and the employee will continue in such assignment until a union response has been provided. For temporary openings of twelve (12) weeks or less, if the Employer decides that the job should be filled, the job shall be awarded on a seniority basis within the department provided they are able to perform the job. Such employee shall receive either the trainee or qualified rate of pay depending on qualifications.
- (c) The order of selection for all positions (except EHC Benefit Examiners) will be:
 - (1) Qualified:
 - (i) Eligible — Regular full-time or Regular part-time employees who have satisfied the posted requirements and have completed the probationary or trial period.
 - (ii) Ineligible — Regular full-time or Regular part-time employees who have satisfied the posted requirements and there is mutual agreement between the Union and the

Employer to waive Clause 2.01 (h), 12.11 or 12.12.

- (iii) Temporary employees who have satisfied the posting requirements and have completed their probationary period in their temporary assignment.
- (iv) Trainees — when Clause 12.06 is applicable, trainees will be selected in the order established by (i), (ii) and (iii) above and who satisfy the posted requirements for a trainee.
- (v) External Applicants.

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

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

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

Internal applicants with six (6) months experience in that classification who apply for the permanent position shall be given preference, in seniority order. If there are no such internal applicants, then the method of selection outlined in the Temporary Posting for EHC Examiners shall apply.

- (d) Job postings shall be the job description for the position to be filled, and shall include the following:
 - prerequisite qualifications as established in the Job Description;
 - duration;
 - wage or salary range; and
 - shift, if applicable and known.
- (e) Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In such cases, the cause for the application being late must be indicated.
- (f) Within twenty-two (22) Pacific Blue Cross working days following the posting of a vacancy on the Union bulletin board, all applicants shall be notified of the posting decision. At the same time, the Union shall be

advised of the names of all applicants, including the successful applicant. If any late applications have been received, the twenty-two (22) day limit may be extended by the number of days the application(s) was late. The successful applicant shall assume the new position within fifteen (15) Pacific Blue Cross working days of notification unless otherwise agreed to by the Employer and the Union.

- (g) If within twenty (20) working days the Employer finds it necessary to post an identical position, the posting may be waived and the Employer will consider previous applicants. The Union shall be notified in writing of such action and all applicants of the original posting shall be advised of reconsideration for a second vacancy.
 - (h) Upon request, unsuccessful applicants shall be given reasons in writing which shall not become a part of the employee's personnel file unless a grievance is subsequently filed.
 - (i) Notice 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 Employer's internal job postings portal for at least three (3) days with a copy sent to the Local Union President.
 - (j) No regular position shall be filled by other than regular employees until all provisions applying to regular employees have been fulfilled.
 - (k) If a posted vacancy is not filled within sixty (60) calendar days, it shall be re-posted.
 - (l) Temporary employees shall have the right to apply for any posted positions as provided for in Clause 12.02 (c) and will be given selection preference over external hires in Job Groups 1 to 4 where specialty training is not required. Selection preference means that Temporary employees will be considered if they meet the Trainee requirements in advance of hiring externally, but does not confer seniority rights to temporary employees.
- 12.03 (a) No employee shall be forced to accept a change in position without their consent unless their former position is redundant or obsolete, subject to Clause 13.02.
- (b) No employee shall be transferred to another position without their consent. If an employee accepts transfer to another position, they shall have the right to return to their former position at their former rate, without loss of seniority, within twenty (20) working days, and any other employee affected by the transfer shall be returned to their former position at their former rate, without the loss of seniority.

If the employee remains in the position after twenty (20) working days, the

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

- (c) The Employer agrees to outline objectives to be achieved by the Employee in order to successfully complete the requirements of the trial period.
- (d) During the trial period, if any successful applicant proves incapable of performing a new job, the applicant shall be returned to their former position at their 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, their salary shall be reduced to the appropriate job group and they may remain at their current step or may be reduced by one step, depending on their practical training and knowledge.
- (f) When an employee makes a lateral move their salary may remain at their current step or may be reduced by one step, depending on their 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 they are able to satisfy the posted requirements stated in Clause 12.02 (c).

12.06 Training

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

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

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

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

12.07 Rate of Pay on Promotion

When an employee is promoted to another classification and such promotion shall not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in their new classification which will provide an immediate increase of at least fifty dollars (\$50) over their 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 (Acting Pay)

- (a) An employee temporarily relieving in a higher classification for one (1) hour or more in any one (1) day shall be paid at the higher rate for such hours in the higher classification. If an employee is required to work at a higher classification on a recurring basis, i.e., scheduled numbers of hours each day, each week or each month, in these cases the higher rate of pay shall apply for such hours in the higher classification. The temporary opportunity shall be offered by seniority to the most senior employee in the department who is able to perform the work.
- (b) If an employee is permanently promoted to a Bargaining Unit position in which they have been acting, time spent in the acting position shall be considered as time served towards the probationary/trial period providing such time has been spent in the acting position within twelve (12) months prior to the promotion.

12.09 Pay on Temporary Transfer, Lower Rated Job

- (a) When a regular employee is temporarily assigned to a position paying a lower rate, to suit the convenience of the Employer, their salary shall not be reduced. The term of such assignment shall not normally exceed three (3) months unless mutually agreed by the parties.
- (b) When a regular employee is temporarily assigned to a new position paying a lower rate, to suit the convenience of the employee, their salary shall be reduced to their current step of the appropriate job group.
- (c) When a regular employee makes a temporary lateral move, their 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 parental 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 their 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.

- (a) The Employer will advise the Union as soon as practical in advance of retaining any employee in a temporary replacement position after the employee being replaced has announced their intent to return to work.
- (b) No employee shall be involuntarily extended in a temporary replacement position after the employee they are replacing has returned to work.

ARTICLE 13 — LAYOFFS AND RECALLS

13.01 Definition of Layoff

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

13.02 Consultation

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

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

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

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

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

13.03 Layoff Procedure

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their Bargaining Unit seniority within the classification. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is able to satisfy the requirements of the job description and specifications of the less senior

employee. If a laid off employee requests to bump into a position for which they do not have the qualifications to satisfy job requirements, the employee shall nevertheless be considered if it can be reasonably expected that such qualifications can be attained in the six (6) month trial period. In the event that the employee does not attain the qualifications within the trial period, the employee shall be on layoff without recourse to the bumping procedure.

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

13.04 Bumping Procedure

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

13.05 Recall Procedure

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

An Employee who is recalled into a regular position which they have not previously held will be subject to a six-month trial period in the new position. In the event the employee is not successful in the trial period, they will be returned to the recall list.
 - (iii) Notwithstanding Clause 12.02 (b) vacancies of less than twelve (12) weeks will be offered to employees on layoff before being offered to other employees. Employees declining such a recall may do so without loss of recall rights.
 - (iv) Vacancies in excess of twelve (12) weeks shall be posted and filled prior to employees being recalled. Employees on recall may apply for posted positions.
 - (v) Any increase in hours shall be offered to the most senior employee in a "reduced hour" situation within that classification until their original hours have been reinstated.
- (b) (i) Employees shall be notified of recall to positions exceeding twelve (12) weeks in duration by registered mail to the last known address (followed up by email) Employees shall be notified of recall to positions exceeding twelve (12) weeks in duration by registered mail to the last known address (followed up by email) and must respond within two (2) Pacific Blue Cross working days of recorded receipt or attempted delivery by the Post Office and must return to work within ten (10) Pacific Blue Cross working days of the required date of return. A copy of that registered letter will be given to the Secretary-Treasurer of the Union. Failure to respond will cause the employee to lose seniority rights in accordance with Clause 11.06 unless extenuating circumstances have made response impossible.

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

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

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

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

- (i) Same Classification/Job Group — Employees who are recalled to their former position or to a position in the same job group, shall be paid at the group and step they would be entitled had they not been laid off.
 - (ii) The initial employee(s) laid off who elect layoff rather than exercising their seniority and who are recalled to a position in a lower job group shall be paid their pre-layoff salary if it is greater than the highest rate of pay of the position to which they are being recalled for six (6) months, following which they shall assume the job group applicable to the position on the step that is closest to their pre-bump salary. The employee(s) with the least seniority at the time of layoff/bumping, and who elect to be placed on the layoff list, shall assume the highest increment level of the wage rate of the position recalled into.
 - (iii) Higher Classification/Job Group — Employee(s) recalled into a position in a higher job group shall be paid the rate of pay for that position provided it does not result in a reduction of wages from the employee's pre-layoff position. In that event, the employee shall be paid the rate of pay closest to but not lower than their pre-bump salary.
- (d) The employee shall be responsible for keeping the Employer advised of their current address, personal email, and phone number(s).

13.06 No New Employees

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

13.07 Benefits

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

13.08 Super Seniority

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

13.09 Union Notification of Changes

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

ARTICLE 14 — RETRAINING

14.01 Retraining Program

- (a) Regular employees whose jobs become redundant due to Technological change or methods of operation shall be eligible for re-training corresponding to their practical training and knowledge in order to qualify for vacant positions with the employer.
- (b) Regular employees requiring new or greater skills than are required under the present methods of operation or due to technological change shall be eligible for re-training to equip them for the operation of such new equipment or procedures.
- (c) The Company undertakes to provide appropriate training for a period of up to six (6) months, and such period shall be considered a trial period. If the

employee does not successfully complete their training, the Parties will work within the existing performance management and coaching frameworks to assist the employee in succeeding in a position.

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

14.02 Retraining Not Practical

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

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

14.03 Separation Pay

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

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

- (a) Two (2) weeks pay per year of service at their current daily rate up to a maximum of twenty-six (26) weeks pay. Separation pay will not include the three (3) weeks pay which may be given in lieu of notice. All vacation

allowances and any other monies due to the employee will be paid in addition to the separation pay.

- (b) The separation allowance shall be due and payable to the displaced employee immediately upon termination.

ARTICLE 15 — HOURS OF WORK

15.01 Preamble

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

15.02 Standard Flexible Hours (see Clause 15.09 to 15.12 for “exceptions”)

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

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

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

Note

Re: Call Centre Staff

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

Re: Help Desk

It is understood that at least one (1) staff will commence work at 7:00 a.m. and at least one (1) other staff will finish work at 5:00 p.m. during normal business days to provide phone coverage.

15.03 **Lunch and Rest Periods**

- (a) Lunch Period — at least one-half ($\frac{1}{2}$) 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 Clauses 15.09–15.12 “exceptions”)**

Employees may be required 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**

Any timekeeping system will not be utilized to monitor work output or to monitor attendance beyond shift start and stop times.

15.06 **Flex Time**

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

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

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

Employees who exceed the maximum debited time permitted at month end shall have such excess time deducted from their salary or, at their sole discretion, apply earned and unused vacation to repay the negative flex at any time 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 flex, Guaranteed Day Off (GDO), Banked Overtime (BOT) and floater days should be submitted on or before Tuesday of each week for time off desired in the following week. Approval shall be given no later than 11:30 a.m. on the Thursday following the request. Requests for time off will not be unreasonably withheld. If numerous requests are received for time off on the same day and it is not possible to approve all requests, staff requirements for the day shall be defined by the Manager, and the employees shall attempt to determine a solution to the problem which respects staffing requirements. If the solution is not forthcoming the Manager shall make the final decision. Whenever possible, appointments should be made outside core hours, however, time off within core hours will not be unreasonably withheld. It is understood that flex/GDO, floater and BOT requests will be pre-approved for specialists' appointments and once approved will be considered a time off request for the purposes of minimum coverage requirements.

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

15.08 Sick Time

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

15.09 Exceptions

(a) Application Services

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

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

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

working from their home.

- (3) At least monthly, Application Services employees will submit a summary of hours worked. Estimated hours will not be required.
- (4) Any overtime requested and approved, shall be paid or banked at overtime rates.

(b) Technical Services

- (1) All Technical Services employees shall participate in a form of flexible hours based on a thirty-five (35) hour, seven (7) day week.
- (2) Such employees may choose to work any hours desired in any twenty-four (24) hour day, after agreement with the Manager. Managers will require employees to cover certain operational requirements within the standard work week. Employees will be provided with at least ten (10) days notice of such requirement.
- (3) Such employees may, on a necessary basis, correct programming problems that they are responsible for, from their homes.

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

- (4) At least monthly, Technical Services employees will submit a summary of hours worked. Estimated hours will not be required.
- (5) Any overtime requested and approved, shall be paid or banked at overtime rates.

15.10 Service Representatives (DELETED)

15.11 Employee Representatives of Pacific Blue Cross

Employees requested to perform evening work, weekend work or travel outside of business hours for special assignments will receive compensating time off. This time must be reported to the Manager immediately and compensating time off shall be arranged at a time mutually agreeable to both parties. If the time is not taken within sixty (60) days, it shall be paid out at straight time rates. Such work shall be on a voluntary basis only.

15.12 Computer Operators' Hours of Work

- (1) All Computer Operators shall work eight and three-quarter (8 ¾) hours daily, four (4) days a week. Computer coverage shall be guaranteed on a twenty-four (24) hour, seven (7) day week basis. (Subject to Weekend Shift Clause.)

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

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

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

(3) **Shift Hours**

	Intermediate	Senior
A	7:30 am – 4:45 pm	
B	7:30 am – 4:45 pm	
C		7:30 am – 4:45 pm
D	3:30 pm – 12:45 am	
E		3:30 pm – 12:45 am
G	3:30 pm – 12:45 pm	
H	10:15 pm– 7:30 am	
I	10:15 pm – 7:30am	
J	10:15 pm – 7:30 am	
L	7:30 am – 4:45 pm	
M	3:30 pm – 12:45 am	

(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 staffing of weekend shifts, additional operator(s) will be hired on the understanding that weekend regular shifts are a requirement and may be permanent.
- (d) As attrition of current operators occurs, all new Computer Operators will work a four (4) day week. Under this arrangement Computer Operators will work four (4) consecutive days, which may include Saturday and/or Sunday, followed by three (3)

consecutive days off. Each workday shall be eight and three-quarters (8 $\frac{3}{4}$) hours in duration.

- (e) Regular full-time Computer Operators hired after August 8, 1979, will work a four (4) day week. Under this arrangement Computer Operators will work four (4) consecutive days, which may include Saturday and/or Sunday, followed by three (3) consecutive days off. Each workday shall be eight and three-quarters (8 $\frac{3}{4}$) hours in duration.
- (6) Notwithstanding (1) to (4) inclusive above, it is agreed employees covered by Clause 15.12 shall have latitude over their hours of work. Variations to the hours of work, shift hours and shift rotation as stated in (1) to (4) above are permitted provided however that employee consensus is required. In the event employee consensus is not achievable, the hours of work, shift hours and shift rotation provided for in the Collective Agreement will prevail and be implemented.

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

- (a) The guaranteed day off (GDO) will operate with employees requesting a flex day off under the flexible hours system. Specifically, the preference for the GDO will be indicated on the flexible work schedule each week and the granting of such time will be handled with the provisions of Clause 15.07.
- (b) Employees who elect this option may work any consecutive eight and three-quarter hour (8 $\frac{3}{4}$) shift which will start between 6:00 a.m. to 8:45 a.m. and will end between 3:15 p.m. to 6:00 p.m. The flexible/core hours outlined in Clause 15.02 will not apply.
- (c) For all administrative purposes (sick leave, vacations, leave of absence, etc.) the value of a day for employees who are working the four (4) day work week will be eight and three-quarters (8 $\frac{3}{4}$).
- (d) Employees who work any overtime assignment on their GDO will receive time and one-half (1.5x) for the first two (2) hours of work and double time (2x) thereafter.
- (e) In addition to the guaranteed day off (GDO), employees will be credited with two (2) "floater" days off per calendar quarter (i.e., January–March, April–June, etc.) in lieu of compensation for "statutory" holiday pay (Clause 19.18). Alternatively, the "floater" days may be scheduled as vacation days for the purposes of scheduling as per Clause 19.11 or in accordance with

Clause 15.07 above and must be taken in the quarter the “floater” days are credited. In the event that the employee is unable to take the floater day(s), then such day(s) will be paid out the month following the end of the quarter.

- (f) Employees may opt, at any time, to revert to the flexible hour’s system and would relinquish the 4-day work week.

15.14 Remote Hybrid Work

Hybrid Work is defined as working some days in office and some days from a suitable remote location.

It is understood that Hybrid Work is a new permanent work model, where requirements to be eligible to work remotely will be defined.

Employees with Hybrid Work will be required to be in the office at some frequency.

1. Position/Role Eligibility

Roles will be eligible unless there is a requirement to be in office due to a manual process, equipment in the office that must be used, or to support staff. Roles that are not eligible are:

- a) Reception and Office Services (e.g. opening and sorting mail, scanning, mail deliveries and pick up, outgoing mail and print shop).
- b) Clerical staff in various departments, where paper-based processes are required.
- c) Help Desk agents, who are required to support onsite staff with respect to technology.
- d) Finance staff, who are required to support onsite processes.
- e) DA Townley staff, who are required to support onsite processes.
- f) Other roles as determined by each department when there is a requirement in consultation with the Union.

2. Employee Eligibility

An Employee is eligible if their remote location(s) meet the following minimum criteria:

a) **Technical Requirements:**

- i. A reliable, stable, and secure internet service provider, and service that provides a high-speed internet connection (with a minimum of 100Mbps for a dedicated line and a minimum of 300 Mbps for a shared line) with a reliable customer service support department. If Wi-Fi is not stable, then a plug-in internet connection may be required.
- ii. Access to a stable phone connection; A computer running supported versions of Apple Mac Operating System (OS), Windows OS, or Chrome OS.
- iii. VPN access with multi-factor authentication on an Employee's smartphone or tablet running supported versions of iOS or Android OS. If an Employee is not able to support multi-factor authentication while working remotely, they will need to switch to an IO model where there will be multi-factor authentication options available that don't require the use of a personal device.

b) **Home Workstation Requirements:**

The work area should:

- i. Meet WorkSafeBC's Guidelines on how to set up your workspace:
<https://www.worksafebc.com/en/resources/health-safety/information-sheets/setting-up-home-workspace>;
- ii. Have adequate noise control to ensure clear telephone and video conference calls to colleagues and members;
- iii. Have adequate privacy control including, where appropriate, locking doors and windows to ensure that family or household members do not have access to confidential PBC materials, or overhear private conversations;
- iv. Be free from distractions and interruptions that might affect workplace performance;
- v. Be free from hazards;
- vi. Not be in areas where people gather (e.g. Coffee shops).

c) **Ensuring Employee Success:**

If unable to meet the requirements of their job, the Manager and employee will work together to remove the barriers for success in accordance with Clause 1.06.

d) **Geographic Location Requirements:**

The Employee must live within BC within a daily commute to the office. If an Employee is required to come to the office for times outside of their defined schedule, it will be at the Employee's expense and on the Employee's own time. The Employer will provide 24 hours' notice for a full unscheduled day for working in the office.

If an Employee is required to come to the office for times outside of their defined schedule and 24 hours notice has not been provided, it will be at the Employer's expense and on company time.

3. Planned Outages

The Employee must provide evidence of the planned outage (e.g. email from BC Hydro, email from internet provider, etc.) and advise their Manager as soon as they know details, such as date, time, duration.

An Employee may:

- a) Work in Office for that day. In this case that day will be counted towards the required number of days In Office according to the employee's schedule;
- b) Go to an alternative remote location;
- c) Arrange shift to work around the outage, if possible. If work will be performed outside of the 6 am to 6 pm core hours, then such arrangement must be agreed upon between the Employer and the Union;
- d) Access banks or pay loss to take the day off. Management will make an exception to the minimum coverage requirements.

4. Unplanned Outages on Hybrid Days

The Employee should follow the below protocol for unplanned outages (i.e., power, internet, evacuation, equipment failure, etc.):

- a) The Employee will immediately advise their Manager of the outage and estimated time, if known, by providing proof from the provider;

- b) The Employee will continue to monitor the estimated outage time so they can get back to work as quickly as possible once the outage has been resolved;
- c) If possible, the Employee will take a break during this time so that when the outage is resolved they can get back to work;
- d) If the power is out when it is time to clock out, the Employee will note the time and contact their timekeeper to clock them out;
- e) Where an outage extends beyond same day, the process identified under 3. Planned Outages above will be followed.

5. Family Responsibility Leave (FRL) - Child Care/Family Care

Working remotely is not a substitute for childcare or care for other family members. No family care should be performed during work hours. When these situations arise, the Employee should use an FRL if allowed under the FRL provision. Any need for acute care for a temporary period must be discussed with the Employee's Manager. If an Employee is facing challenges with managing family responsibilities, then they should speak with their Manager about potential solutions.

6. Hours of Work

For In Office & Remote Work, Clause 15.02 Standard Flexible Hours will be waived where possible to enable staff to work from 6:00 am - 1:30 pm. This change only applies for non-scheduled roles. Should you wish to take advantage of this earlier start time, please email your request to your manager. Staff are expected to make an effort to adjust their schedule to accommodate meetings or required training.

7. Privacy and Security

Employees must ensure the same level of security for all PBC network and data access and comply with all PBC policies as it relates to privacy, security and confidentiality.

8. Ergonomics

HR will coordinate and conduct an ergonomic evaluation through an assessment and pictures on each Employee's Hybrid Workspace to ensure that it meets ergonomic requirements. An Employer/designate visit to the Employee's Hybrid Work site may be required if the details provided are not sufficient to ensure worker safety. In order to work hybrid, an Employee must meet the minimum ergonomic requirements indicated under the Part 2 - *Employee Eligibility, Home Workspace Requirements* above. When an

employee begins their hybrid schedule, they must return all PBC furniture including chairs, ergonomic keyboards, ergonomic mouse, and footstools to the office. If the employee requires this equipment at home to support an ergonomic home workstation, they will need to purchase those items. It is both the responsibility of the Employee and the Employer to ensure a safe work environment.

If an employee faces challenges in meeting the minimum ergonomic requirements and requests assistance, HR will coordinate and conduct an ergonomic evaluation through an assessment and pictures on each Employee’s hybrid space to ensure that it meets ergonomic requirements. If an Employee is unable to comply, then the Employee will not be eligible for Hybrid.

9. Tax Benefits

Working from home arrangements may have tax benefits for the Employee. Further information is available on the Canadian Revenue Agency website. <https://www.canada.ca/en/revenue-agency.html>. If an Employee requires a T2200 for the previous tax year, then they can request that from HR when preparing their tax return.

10. PBC Technology Equipment for Staff

PBC will provide technology equipment to all employees. If an active Employee needs to drop off or pick up equipment this will be done on the Employer’s time.

Below is a schedule of what equipment the Employee is responsible for when Hybrid.

Equipment	Remote Hybrid
Desk	Employee
Chair	Employee
Internet	Employee
Office Supplies	Employee
Computer	PBC
Monitor	PBC
Software	PBC
IT Accessories (e.g. Standard mouse, keyboard, cable cords)	PBC
IT Accessories Non-Standard (e.g. MAC/Apple products, special keyboard, ergonomic mouse)	Employee (PBC will provide if required for medical accommodation)
Headsets (if role requires a headset)	PBC
Web Camera (Optional)	PBC

15.15 Job Sharing

Definition

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

Term

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

- (1) Each participant in the job share arrangement will return to their former positions; or
- (2) A request for extension may be made in writing from both participants, at least thirty (30) days prior to the expiration of the job share arrangement. Extensions of twelve (12) months will be considered; or
- (3) A request to make the job share permanent, in writing from both participants at least thirty (30) days prior to the expiration of the job share arrangement can be made.

Procedure

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

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

Registration

- (1) Current regular employees 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 the same.
- (2) The proposal will be reviewed to determine the feasibility of the arrangement and submitted to the Union for review. Subject to operational efficiency, requests for job sharing will not be unreasonably declined by the Employer.
- (3) No job share arrangement, extension or permanent assignment will be implemented without the written consent of the Union and the Employer.

Job Sharing Conditions

- (1) The maximum number of positions eligible for job sharing shall be fifteen (15).
- (2) There shall be no reduction in the number of full-time positions and/or classifications as a direct or indirect result of job sharing. Jobs being shared shall remain full-time positions.
- (3) Any vacancies resulting from employees job sharing shall be posted in accordance with the terms of the Collective Agreement.
- (4) Full-time regular employees who enter a job sharing arrangement will change their status to part-time regular and work a minimum of twenty (20) hours per week. When an employee has special circumstances regarding hours/days of work, alternate arrangements can be made subject to mutual agreement between the Employer and the Union.
- (5) Notwithstanding Article 16, employees may be requested to relieve each other at straight time rates.
- (6) Joint applications for promotions, lateral transfers etc., by the two (2) employees sharing a job will not be permitted.
- (7) Employees may only participate in one (1) job share at a time, however, employees are not limited to the number of job share agreements during their employment.
- (8) The job share position will revert to full-time for any absence in excess of twelve (12) weeks, unless otherwise agreed to by the Manager.

Seniority and Benefits

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

Termination of the Job Share Arrangement

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

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

ARTICLE 16 — OVERTIME AND SHIFT DIFFERENTIAL

16.01 Overtime work shall be on a voluntary basis.

16.02 For all employees, hourly rates shall be determined by dividing the gross annual pay of the employee by 1,820 hours.

16.03 Overtime for employees shall be paid in accordance with Clause 16.04 of this Article when they are specifically requested to work by their Department Manager in excess of their regular scheduled hours per day.

Each employee may:

- (a) Work such overtime and receive payment for additional hours worked.
- (b) Take compensating time off at a date mutually agreeable with the Manager

or as provided in Clause 15.07. Such time off shall be equal to overtime rates as indicated in Clause 16.04. Compensating time off shall be taken within eighteen (18) months of accrual. The total number of hours banked at any one time shall not exceed thirty-five (35) hours, except with the permission of the Department Manager. Banked overtime may be scheduled to fill unused vacation slots as per Clause 19.11, after the department vacation schedule has been approved.

- (c) Having elected choice (a) or (b) above, such a decision may not be reversed except as mutually agreed upon between the employee and the appropriate Department Manager.

16.04 Overtime Rates

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

- (a) Time and one-half (1.5x) for the first two (2) hours in any one day or the first eight (8) hours in any one week
— double time (2x) thereafter.
- (b) All time worked on Saturday and Sunday shall be at double time. (See “Exceptions” Clause 16.10)
- (c) All time worked on, Statutory or proclaimed holidays shall be paid at double time (2x) the regular hourly rates.
- (d) Daily overtime, Sunday or Statutory Holiday hours worked and paid for at premium rates shall not be counted in calculating weekly hours worked for the payment of weekly overtime.
- (e) In any case where two or more premiums are applicable for the same hours worked, the highest premium shall be paid but in no case will more than one premium be paid for the same hour or hours.

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

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

16.07 Employees called back to work outside regular working hours shall be paid for a minimum of four (4) hours at overtime rates. Call-back hours are calculated from the time the employee arrives at the Employer’s premises until the time they

leave 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 workdays. 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 workdays to a minimum. Where split workdays are agreed upon, one (1) hour travel time shall be paid at regular time.

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

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

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

16.12 Shift Differential

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

ARTICLE 17 — SICK LEAVE POLICY

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

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

(b) The maximum number of sick hours paid under this clause in a twelve (12) month calendar year is one hundred and five (105) hours. Calendar year

refers to twelve (12) months: January 1 – December 31. New hire employees will be credited with eight and three-quarter ($8\frac{3}{4}$) hours per month of service upon completion of their probationary period.

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

An employee who is absent during the calendar year will be entitled to a pro-rated sick leave payout based on the number of months actively worked. If an employee worked in a month this would be considered an active month. For example, if an employee who was absent for three (3) months and had not taken any sick leave the employee would be entitled to $\frac{9}{12}$ (or 0.75) of the sick leave payout.

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

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

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

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

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

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

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

- (a) Where it appears that a pattern of consistent absence from work is developing.

- (b) Where the employee has been absent for five (5) consecutive days of work.

ARTICLE 18 — LEAVE OF ABSENCE

18.01 Special Leave

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

18.02 Bereavement

In the case of a death in the immediate family of an employee, the Employer will grant the employee a leave of absence with pay up to a maximum of thirty-five (35) hours per year, at the discretion of the employee. The immediate family shall mean spouse, partner, legal guardian, niece, nephew, aunt, uncle, grandparent, grandchild, parent, sibling, child (and this includes those who are common-law, step and in-law to the employee), and any individual who the employee resides with. 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 person not specified above, an employee shall be granted, at time of bereavement, one (1) working day leave of absence with pay per calendar year 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 they are required in court.

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

- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above court leaves, the employee shall advise their supervisor as soon as they become aware that such leave is required.

18.04 **Maternity and Parental Leave**

(a) **Maternity Leave**

An employee shall be granted seventeen (17) consecutive weeks maternity leave of absence without pay. Such leave may commence no earlier than thirteen (13) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee but no later than the actual birth date. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth, termination, or loss of their pregnancy, unless a shorter time is requested by the employee and granted by the Employer. Such a request will be supported in writing by a medical practitioner.

- (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 Collective Agreement.
- (c) The Employer shall not terminate an employee or change a condition of their employment because of the employee's pregnancy or their absence for maternity reasons without the employee's written agreement.

(d) **Parental Leave**

Upon written request and within seventy-eight (78) weeks of the birth or placement of the child, an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of an employee who takes leave pursuant to Clause 18.04(a)).

- (e) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of an employee who takes leave pursuant to Clause 18.04(a)) parental leave between them.
- (f) In the case of an employee who takes leave pursuant to Clause 18.04(a), parental leave will commence immediately following maternity leave unless

agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(g) Parental Leave – Special Circumstances

- (i) If a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition, an employee may apply for up to five (5) additional weeks parental leave without pay. The additional five (5) weeks must be taken immediately after the unpaid leave in Clause 18.04(e) ends.
- (ii) An employee who takes leave pursuant to Clause 18.04(a) is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth, termination, or loss of the pregnancy, they are unable to return to work when their leave ends under Article 18.04(a) or (d).
- (iii) An employee may combine leaves under (a), (d) and (g) of this Article, if eligible for those leaves.
- (iv) If the employee on leave under Clause 18.04 extends their leave as permitted under the Collective Agreement, the Employer may extend the employee backfilling, and may extend any related backfilling, for the same duration. If any temporary employee backfilling is extended beyond 24 months, Clause 2.04(a) (i.e., converting to regular employee status) does not apply.

(h) Benefits Continuation

Leaves taken under this Article will be considered continuous employment at the employee's full working hours for the purpose of benefits entitlement, seniority and vacation accrual, pension (subject to Clause 20.01(b)), medical or other plans beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent. Benefits for any further leave granted will be subject to Clause 18.06.

(i) Notice Required

An employee must make every effort to give at least four (4) weeks' notice prior to the commencement of leave pursuant to Clause 18.04(a) and (d), and at least one (1) months' notice of their intention to return to work prior to the termination of the leave.

Notwithstanding the above notice period, an adoptive parent will notify the

Employer when they are advised of the date of adoption placement. The employee shall furnish proof of adoption.

(j) Return to Employment

An employee resuming employment after a leave of absence pursuant to this Article shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of the absence unless the employee agrees otherwise in writing.

18.05 Union

- (a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer. There shall be a limit of five (5) employees granted leave of absence for this purpose.
- (b) Official Representatives of the Union shall be granted leave of absence, without pay, to attend Union conventions or perform other functions on behalf of the Union and its affiliation provided that no more than ten (10) representatives, depending on circumstances, shall be away at any one time and further, that the following guidelines be observed in requesting and granting such leave:
 - Departments of less than ten (10) employees:
One (1) representative.
 - Departments of ten (10) or more employees:
two (2) representatives.

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

- (c) In the situation where the Employer rescinds a previously approved leave, the Union shall be reimbursed by the Employer for direct costs associated with the cancelling of the leave which are not otherwise recoverable by the Union.
- (d) Employees selected or elected to a full-time position with the Union, or its affiliations shall be granted a leave of absence, without pay, for a period of up to five (5) years provided the Employer is given a minimum of one (1) months' notice, whenever possible, to find a suitable replacement.

- (e) The time limits set in this clause may be extended by mutual agreement of the parties to this Agreement.
- (f) The Employer agrees to review with the Union written requests from the Union for the Employer to participate in the salary cost of Union delegates to attend certain Union conventions and functions. The written request is to include all reasons for justification of cost sharing. At no time will Employer participation exceed fifty percent (50%) of the salary for any one person or the equivalent of one salary where more than one delegate is to attend.

18.06 Benefits During Leave of Absence

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

18.07 Failure to Return from Leave of Absence

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

18.08 Abandonment of Position

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

18.09 Adoption/Parental Leave

- (a) Regular employees shall be granted adoption/parental leave in accordance with the Employment Standards Act. In the event the Employment Standards Act is amended to provide for less than fifty-two (52) weeks unpaid leave. Employees, at their option, will be allowed an unpaid leave of absence to provide the employee the opportunity of having a maximum of fifty-two (52) weeks off from the commencement of their leave.
- (b) All employees on adoption/parental leave are required to confirm their intention to return to work at least one (1) calendar month prior to the expiration of such leave.

18.10 Family Responsibility Leave

An employee is entitled to a total of seventy (70) hours of time during each calendar year for the following purposes:

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

The employee must provide the general reason the leave is required.

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

For the purposes of this provision, immediate family means:

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

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

18.11 Domestic or Sexual Violence Leave of Absence and Workplace Adjustments

- (a) Definition

Domestic Violence includes any domestic or sexual violence, or the threat of domestic or sexual violence, carried out against an employee, child or protected adult of an employee by anyone who lives with or has lived with the employee, child or protected adult of the employee or has or had a familial or sexual relationship with the employee, child or protected adult of the employee.

For the purposes of this Clause, definitions are as follows:

- (i) Child means a child, stepchild, child under legal guardianship or foster child who is under nineteen (19) years of age.
 - (ii) Protected Adult is an adult living with a mental/physical disability who needs assistance to meet their basic needs with regard to personal care and/or management of their property.
- (b) Employees are entitled to Domestic or Sexual Violence Leave up to an annual maximum of seventeen (17) weeks. The first seventy (70) hours of such leave taken in a calendar year will be paid and the rest will be unpaid. During a Domestic or Sexual Violence Leave, an employee will not suffer any loss of benefits or seniority.

Employees may access leave under this Article by providing a request to their supervisor, Human Resources or to the Union as soon as possible. Should a supervisor or the Union receive the request, they will convey the request to Human Resources without delay. The Employer may request reasonably sufficient proof to support the request.

- (c) Domestic or Sexual Violence Leave may be taken for one (1) or more of the following purposes:
- 1) To seek medical attention for the employee or the employee's child or protected adult in respect to a physical or psychological injury or disability caused by the domestic or sexual violence;
 - 2) To obtain services from community agencies, such as victim services organizations and other domestic or sexual violence agencies;
 - 3) To obtain psychological or other professional counselling;
 - 4) To relocate temporarily or permanently;
 - 5) To seek legal assistance or law enforcement assistance, including preparing for or participating in any civil or criminal proceeding related to or resulting from the domestic or sexual violence; and
 - 6) Any other purpose reasonably related to the experience of domestic or sexual violence and its impacts.
- (d) Unless otherwise agreed upon, with a minimum of seventy-two (72) hours' notice, an employee may end a leave under this section earlier than the intended return date.
- (e) The Employer will approve any reasonable request from an employee experiencing domestic or sexual violence, without requesting or requiring

proof of that violence, for the following:

- 1) Changes to addresses, telephone numbers, emails, or implementing call screening;
- 2) Paid and/or unpaid leave of absence in accordance with Article 18 and other leave Articles in this Collective Agreement and legislation.

18.12 Gender-Affirming Care Leave

An employee who requires a leave of absence in order to access gender-affirming care (including medical or non-medical procedure(s)) shall be granted a leave with pay for up to thirty-five (35) hours per calendar year. An employee must make every effort to give at least four (4) weeks' notice prior to the commencement of leave. Such leave shall be taken, where applicable, prior to accessing sick leave or special leave.

ARTICLE 19 — VACATION AND STATUTORY HOLIDAYS

19.01 Vacation

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

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

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

- (b) No vacation may be taken before the employee has completed six (6) months employment or has completed initial probation, whichever is longer. Having satisfied this condition the employee will then be entitled to receive a paid vacation of fifty-two and one half (52.5) hours, which if taken will be deducted from their total entitlement for that vacation year. An employee in their first year of employment will be entitled to carry-over their accrued vacation in the event there are no available vacation slots before year end.

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

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

- 19.03 During their second (2nd) to fifth (5th) vacation year inclusive, an employee will earn a paid vacation entitlement of one hundred and five (105) hours. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

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

- 19.04 During their sixth (6th) to tenth (10th) vacation year inclusive, an employee will earn a paid vacation entitlement of one hundred and forty (140) hours. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

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

- 19.05 During their eleventh (11th) to fifteenth (15th) vacation year inclusive, an employee will earn a paid vacation entitlement of one hundred and seventy-five (175) hours. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which the vacation was earned, whichever is greater.

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

- 19.06 In the sixteenth (16th) vacation year of employment and each year thereafter an employee will earn a paid vacation entitlement of two hundred and ten (210) hours. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which the vacation was earned, whichever is greater.

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

19.07 Supplementary Vacations

Years of Completed Service	Supplementary Vacation
After five (5) years (one time only)	Thirty-five (35) hours.
After ten (10) years (one time only)	Seventy (70) hours.
After fifteen (15) years (one time only)	One hundred and five (105) hours.
Every five (5) years thereafter	One hundred and five (105) hours.

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

19.08 Pro-Rated Vacation Adjustment

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

19.09 Unbroken Vacation Period

In accordance with Clause 19.11, vacations may be taken in partial weeks. If any employee wishes their entire vacation in an unbroken period, they 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 35 hours 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, they shall be allowed an additional vacation day with pay at a time mutually agreeable to both parties.

19.11 Vacation Schedules

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

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

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

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

19.12 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. Any vacation paid but not earned will be deducted off the final pay.

19.13 No employee shall be required to work during their 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 (b) 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 35 hours and supported by a medical certificate) or bereavement leave (a maximum of 35 hours) during their 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
- Victoria Day
- B.C. Day
- National Day for Truth & Reconciliation
- Remembrance Day
- Christmas Day
- Family Day
- Easter Monday
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Eve Day
- Boxing Day

Any other day proclaimed as a holiday by the Federal and/or Provincial Government. Employees who, on the date of ratification of the Collective Agreement, are working a four (4) day work week, Family Day and National Day for Truth & Reconciliation are paid out at 8.75 hours in lieu of an additional Float Day/Stat day off.

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

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

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

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

ARTICLE 20 — BENEFITS

20.01 **Union Pension Plan**

(a) **Eligibility**

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

(b) Leave of Absence

For a period of up to twelve (12) months the employee shall have the option of prepaying their 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 maternity, parental, family responsibility, bereavement leave or jury duty, the Employer will contribute to the Pension plan if the member elects to make employee contributions. Contributions will be made in accordance with the Plan based on the employee's earnings immediately prior to the employee's absence.

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

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

(c) Layoffs

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

- (i) Withdraw all eligible funds;
- (ii) Remain as a non-participating member of the Plan.

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

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

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

(d) **Contributions**

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

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

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

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

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

On completion of:

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

(e) **Termination Benefit**

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

An employee becomes vested or entitled to the value of the Employer's contributions made on their behalf on termination, if at the date of termination, they have completed two (2) years of continuous Plan membership.

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

(f) **Disability Benefits**

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

(g) **Death Benefit**

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

(h) **Locking-in**

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

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

Additional voluntary contributions are never locked-in.

(i) All Union Pension Plan documents, correspondence and statements to and from the company and the carrier will be available to the members of the Joint Committee upon reasonable request.

(j) Any additional plan costs will be borne 50/50 between the Union and the Employer.

20.02 (a) **Group Life Insurance**

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

(b) **Optional Life**

All regular employees and their spouses shall have access to Pacific Blue Cross's Optional Life & Spousal Benefits coverage up to a maximum of three hundred thousand (\$300,000).

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

(c) **Dependent Life**

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

(d) **Basic Critical Illness**

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

20.03 Medical Services Plan

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

Eligible dependents are defined as:

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

20.04 Extended Health Care Plan

- (1) All regular employees and their dependents shall be covered on the first day of the month following their employment date. The premium of such coverage shall be borne one hundred percent (100%) by the Employer. This EHC coverage will have no deductible, with reimbursement at one hundred percent (100%) unlimited coverage. Benefits will include:
 - (a) Eye exams for employees: payable every twenty-four (24) months;
 - (b) Vision care: Three hundred dollars (\$300) payable every twelve (12) months;

- (c) Transportation to and subsistence in an alcohol, drug or other rehabilitation institute;
 - (d) Oral Contraceptives, fertility drugs prescribed by M.D.;
 - (e) Hearing Aids for Adults to a maximum of one thousand dollars (\$1,000) in a five (5) calendar year period;
 - (f) Orthotics and Orthopedic shoes and repairs:
 - Adults: five hundred dollars (\$500) per CYM
 - Dependent child: Three hundred and fifty dollars (\$350) per CYM
 - (g) Chiro X-Rays: Fifty dollars (\$50) CYM
 - (h) Paramedical:
 - Physiotherapy: Unlimited
 - Massage: One thousand five hundred dollars (\$1,500) per CYM
 - Chiropractor: Five hundred dollars (\$500) per CYM
 - Naturopath: Five hundred dollars (\$500) per CYM
 - Speech Therapy: Five hundred dollars (\$500) per CYM
 - Podiatrist: Five hundred dollars (\$500) per CYM
 - Acupuncture: Five hundred dollars (\$500) per CYM
 - Registered Psychologist/Registered Clinical Counsellor: Two thousand five hundred dollars (\$2,500) per CYM
 - (i) The lifetime maximum for smoking cessation devices per covered person is three hundred dollars (\$300).
- (2) Prescription Medication:
- (a) Prescriptions are to be filled within the Preferred Pharmacy Network (PPN); any prescriptions filled outside the PPN will be reimbursed at eighty percent (80%).
 - (b) In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care plan shall reimburse for the cost of the generic drug plus fifteen percent (15%), unless the physician indicates "no substitution" on the prescription.

- (3) Eligible dependents are defined as:
- (a) a spouse, common-law spouse,
 - (b) any child, stepchild, legally adopted child, or legal ward of the Member who is unmarried and dependent on the Member, and under the age of twenty-one (21) years or is under the age of twenty-five (25) years and is in full-time attendance at a recognized educational institute and any age if having a disability, 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 their 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 three thousand five hundred dollars (\$3,500) per person.
 - (b) The cost of such a plan shall be borne one hundred percent (100%) by the Employer.
 - (c) Enrolment in the dental plan shall be a condition of employment subject to the standard "spouse covered" exception.
2. Eligible dependents are defined as:
 - (a) a spouse, common-law spouse,
 - (b) any child, stepchild, legally adopted child or legal ward of the Member who is unmarried, and under the age of twenty-one (21) years, age twenty-five (25) if in full-time attendance at a recognized educational institution and any age if having a disability, provided such person is mainly dependent on and living with the covered Member or the spouse, and is not entitled to dental coverage through their own employment.

20.06 Short Term Disability

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

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

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

The Employer shall pay ninety percent (90%) of the employee's gross salary, less whatever benefit they receive 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 ($\frac{1}{4}$) 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 twenty-one (21) years or is under the age of twenty-five (25) years and is in full-time attendance at a recognized educational institute.

20.08 Long Term Disability

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

Benefit Design

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

Monthly Benefit

Sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to a maximum benefit of five thousand dollars (\$5,000) per month.

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

Employee's Responsibility

- (a) All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.
- (b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the Employer has any direct responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.
- (c) **Duty to Provide Information**

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

benefit plans to any employee requesting the information.

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

20.09 Severance Policy of Pacific Blue Cross

- (a) Employees shall be covered by the "Employees' Protection Against Loss of Income Policy," as per the Directors' Resolution dated June 3, 1965, and as presented to the Union on September 18, 1975.
- (b) Those employee benefits being provided to an employee at the date of termination will continue for the period of entitlement to salary benefits. Where an employee has obtained other employment but is entitled to partial severance benefits, the Employer agrees to continue those benefits that are not obtainable through their current employer, for a maximum period of two (2) months for each year of seniority as calculated at the date of termination.
- (c) It is agreed by both parties that employees who have received severance benefits shall not be re-hired at any future date by the Employer.
- (d) The Employer has the ability to grant a voluntary separation package to regular full-time employees on the basis of two (2) weeks pay, per complete year of service, up to a maximum of fifty-two (52) weeks pay. Acceptance of applications for this voluntary severance will be at the sole discretion of the Employer and will be used to target surplus employees within a classification or employees who are having difficulty adapting to change. The Manager and the employee will mutually agree upon the date of separation.

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

20.10 Retired Employees (Dental and Extended Health)

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

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

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

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

Retired employees who were receiving retiree benefits from the previously operating companies MSA (pursuant to a Collective Agreement with CUPE Local 1816) and CU&C (pursuant to a Collective Agreement with UFCW Local 2000 or OTEU Local 15) shall continue to receive their previously negotiated benefit levels prior to Pacific Blue Cross successorship. Cost share of the premiums shall remain as negotiated between the parties, except where a premium cost-share to the retiree is greater than twenty-five percent (25%), the Employer shall pay seventy-five percent (75%) of the cost of the premium.

ARTICLE 21 — POLICIES CONCERNING THE SERVICE REPRESENTATIVES

- 21.01 Service Representatives required to use their personal vehicle on the Employer's business will be reimbursed for mileage in accordance with Clause 24.02.
- 21.02 The amount of out-of-town advances will be determined by the Sales Manager.

ARTICLE 22 — SPECIAL CONDITIONS

22.01 Taxi Service

- (a) When an employee is called in to work between 11:30 p.m. and 7:00 a.m. or is kept at work so that their 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 their own transportation is responsible for notifying their 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 personal protection equipment as required by OH&S legislation to protect the employees in areas or on equipment considered hazardous.

(b) Annual Hearing Tests

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

22.03 Legal Assistance

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

22.04 Bulletin Board

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

22.05 Picket Line

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

22.06 No Deduction for Accidental Damage

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

This provision shall not include cases of negligence, criminal negligence, or other situations where in the opinion of the courts or insurance carrier the damage was caused by other than "accident." In such cases the employee shall be held responsible for their 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 First Aid Attendants

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

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

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

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

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

22.09 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.

22.10 Additional Life Insurance

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

ARTICLE 23 — JOINT COMMITTEES

23.01 The Labour Management Committee

A Joint Labour Management Committee shall be maintained consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall have the full support of both parties in the interests of improved morale and job security for the employees and improved service to the public.

Function of the Committee

The Committee shall concern itself with the following general matters:

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

Meetings of the Committee

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

Chairperson of the Committee Meetings

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

Minutes of Meetings

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

Jurisdiction of the Committee

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

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

23.02 Health and Safety Committee

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

23.03 Employee Assistance Program

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

23.04 Pension Committee

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

the performance of the Plan. The recommendations of the independent arbitrator will be binding on the parties.

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

24.01 Education Allowances

- (a) When an employee attends an academic, technical or Union course at the request of the Employer, the employee's cost of such course and any publications which the course demands be purchased by the student, shall be paid for by the Employer prior to commencement of such course. If all or any portion of such course falls on an employee's day off, the matter will be discussed prior to the course between the Employer, Union and employee. At this discussion it will be determined whether the employee is to be reimbursed for the time spent on the course for such day or days off.
- (b) Employees who wish to take technical or academic courses to obtain, maintain, or upgrade job related skills shall submit such requests in writing. If approved, the Employer shall pay one hundred percent (100%) of the cost of course fees, tuition and any required publications/materials upon proof of satisfactory course completion. Approval shall not be unreasonably denied. These courses will be completed on the employee's personal time.

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

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

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

24.02 Mileage Allowance - Casual Use

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

24.03 Workers' Compensation Pay Supplement

An employee prevented from performing their regular work with the Employer due to an occupational accident or illness that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by WorkSafeBC and their last rate of pay. Pending a WorkSafeBC decision of the insurable claim the employee shall continue to receive the full pay and benefits of this Agreement as an advance by the Employer. In the event the WorkSafeBC claim is not approved, and the employee does not appeal or exhausts the WorkSafeBC appeal process and is unsuccessful in that appeal, the employee will reimburse the Employer in full the same monies advanced, based on a mutually agreed and reasonable repayment schedule. The Employer shall indicate the amount received from WorkSafeBC on the employee's Income Tax (T-4) form.

24.04 Injury and Illness Pay Provisions

An employee who is injured or caused to be ill arising out of and in the course of employment and is required to leave for treatment or is sent home as a result of such illness or injury, shall receive payment for the remainder of the shift at their 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 Article shall receive pay for time necessarily spent for further treatment of the injury or illness during regularly scheduled working hours subsequent to the day of the accident.

If requested, an employee shall produce a certificate from a practitioner certifying that they were unable to carry out their duties due to illness or injury arising out of and in the course of employment.

24.05 Pay Days

The Employer shall pay salaries and wages biweekly by direct deposit. Employees shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions on each pay day.

24.06 Vacation Pay (DELETED)

24.07 Appointments Requested by Employer

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

ARTICLE 25 — WAGE AND INCREMENT SCALE

- 25.01 Employees shall progress automatically through the salary range in accordance with the length of service on the job. It is understood that the term “Anniversary Date” refers to the date on which the employee commenced employment with Pacific Blue Cross. The date of advancement to a higher job group level will be known as the “Promotion Date.”
- 25.02 Employees, where possible, will be hired into Step one of the appropriate job group.
- 25.03 Increases will be given upon completion of the probationary period of six (6) months.
- 25.04 Increases thereafter will be given on the employee’s anniversary date based on a twenty-four (24) month four step increment pattern (i.e. start, six month second step, one year third step, then maximum).
- 25.05 The following general increases will apply to all salaries which were in effect on August 1, 2022. The term of the new Collective Agreement shall be from August 1, 2022 through to July 31, 2027:
- Year 1 — August 1, 2022 to July 31, 2023: 3.50% GWI + 3.00% COLA
 - Year 2 — August 1, 2023 to July 31, 2024: 2.00% GWI + 3.00% COLA
 - Year 3 — August 1, 2024 to July 31, 2025: 3.00%
 - Year 4 — August 1, 2025 to July 31, 2026: 2.75%
 - Year 5 — August 1, 2026 to July 31, 2027: 2.75%

25.06 Promotions

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

25.07 CUPE Salaries

Effective August 1, 2022:

Job Group	Step 1	Step 2	Step 3	Step 4
1	\$3,590	\$3,712	\$3,834	\$3,955
2	\$3,807	\$4,075	\$4,340	\$4,609
3	\$4,044	\$4,273	\$4,504	\$4,735
4	\$4,286	\$4,540	\$4,796	\$5,049
5	\$4,533	\$4,784	\$5,035	\$5,291
6	\$4,780	\$5,079	\$5,380	\$5,678
7	\$5,032	\$5,309	\$5,586	\$5,862
8	\$5,293	\$5,574	\$5,861	\$6,149
9	\$5,555	\$5,915	\$6,270	\$6,631
10	\$5,824	\$6,159	\$6,491	\$6,827
11	\$6,109	\$6,434	\$6,754	\$7,076
12	\$6,386	\$6,683	\$6,974	\$7,268
13	\$7,337	\$7,520	\$7,706	\$7,901

Information Technology

Job Group	Step 1	Step 2	Step 3	Step 4
IT4	\$4,289	\$4,543	\$4,797	\$5,050
IT5	\$4,723	\$4,976	\$5,229	\$5,480
IT6	\$5,073	\$5,369	\$5,664	\$5,963
IT7	\$5,878	\$6,159	\$6,434	\$6,713
IT8	\$6,711	\$6,994	\$7,282	\$7,568
IT9	\$7,066	\$7,423	\$7,779	\$8,134
IT10	\$7,690	\$8,023	\$8,355	\$8,690
IT11	\$8,318	\$8,641	\$8,962	\$9,281

Work & Wellness Salaries

Job Group	Step 1	Step 2	Step 3	Step 4
D4	\$4,286	\$4,540	\$4,796	\$5,049
D5	\$4,533	\$4,784	\$5,035	\$5,291
D6	\$4,918	\$5,520	\$6,111	\$6,708
D7	\$5,178	\$5,861	\$6,543	\$7,577
D8	\$5,443	\$6,186	\$6,929	\$7,675
D9	\$5,715	\$6,410	\$7,106	\$7,802
D10	\$5,995	\$6,640	\$7,282	\$7,931
D11	\$6,289	\$6,936	\$7,581	\$8,220

Effective August 1, 2023:

Job Group	Step 1	Step 2	Step 3	Step 4
1	\$3,770	\$3,898	\$4,026	\$4,153
2	\$3,997	\$4,279	\$4,557	\$4,839
3	\$4,246	\$4,487	\$4,729	\$4,972
4	\$4,500	\$4,767	\$5,036	\$5,301
5	\$4,760	\$5,023	\$5,287	\$5,556
6	\$5,019	\$5,333	\$5,649	\$5,962
7	\$5,284	\$5,574	\$5,865	\$6,155
8	\$5,558	\$5,853	\$6,154	\$6,456
9	\$5,833	\$6,211	\$6,584	\$6,963
10	\$6,115	\$6,467	\$6,816	\$7,168
11	\$6,414	\$6,756	\$7,092	\$7,430
12	\$6,705	\$7,017	\$7,323	\$7,631
13	\$7,704	\$7,896	\$8,091	\$8,296

Information Technology

Job Group	Step 1	Step 2	Step 3	Step 4
IT4	\$4,503	\$4,770	\$5,037	\$5,303
IT5	\$4,959	\$5,225	\$5,490	\$5,754
IT6	\$5,327	\$5,637	\$5,947	\$6,261
IT7	\$6,172	\$6,467	\$6,756	\$7,049
IT8	\$7,047	\$7,344	\$7,646	\$7,946
IT9	\$7,419	\$7,794	\$8,168	\$8,541
IT10	\$8,075	\$8,424	\$8,773	\$9,125
IT11	\$8,734	\$9,073	\$9,410	\$9,745

Work & Wellness Salaries

Job Group	Step 1	Step 2	Step 3	Step 4
D4	\$4,500	\$4,767	\$5,036	\$5,301
D5	\$4,760	\$5,023	\$5,287	\$5,556
D6	\$5,164	\$5,796	\$6,417	\$7,043
D7	\$5,437	\$6,154	\$6,870	\$7,956
D8	\$5,715	\$6,495	\$7,275	\$8,059
D9	\$6,001	\$6,731	\$7,461	\$8,192
D10	\$6,295	\$6,972	\$7,646	\$8,328
D11	\$6,603	\$7,283	\$7,960	\$8,631

Effective August 1, 2024:

Job Group	Step 1	Step 2	Step 3	Step 4
1	\$3,883	\$4,015	\$4,147	\$4,278
2	\$4,117	\$4,407	\$4,694	\$4,984
3	\$4,373	\$4,622	\$4,871	\$5,121
4	\$4,635	\$4,910	\$5,187	\$5,460
5	\$4,903	\$5,174	\$5,446	\$5,723
6	\$5,170	\$5,493	\$5,818	\$6,141
7	\$5,443	\$5,741	\$6,041	\$6,340
8	\$5,725	\$6,029	\$6,339	\$6,650
9	\$6,008	\$6,397	\$6,782	\$7,172
10	\$6,298	\$6,661	\$7,020	\$7,383
11	\$6,606	\$6,959	\$7,305	\$7,653
12	\$6,906	\$7,228	\$7,543	\$7,860
13	\$7,935	\$8,133	\$8,334	\$8,545

Information Technology

Job Group	Step 1	Step 2	Step 3	Step 4
IT4	\$4,638	\$4,913	\$5,188	\$5,462
IT5	\$5,108	\$5,382	\$5,655	\$5,927
IT6	\$5,487	\$5,806	\$6,125	\$6,449
IT7	\$6,357	\$6,661	\$6,959	\$7,260
IT8	\$7,258	\$7,564	\$7,875	\$8,184
IT9	\$7,642	\$8,028	\$8,413	\$8,797
IT10	\$8,317	\$8,677	\$9,036	\$9,399
IT11	\$8,996	\$9,345	\$9,692	\$10,037

Work & Wellness Salaries

Job Group	Step 1	Step 2	Step 3	Step 4
D4	\$4,635	\$4,910	\$5,187	\$5,460
D5	\$4,903	\$5,174	\$5,446	\$5,723
D6	\$5,319	\$5,970	\$6,610	\$7,254
D7	\$5,600	\$6,339	\$7,076	\$8,195
D8	\$5,886	\$6,690	\$7,493	\$8,301
D9	\$6,181	\$6,933	\$7,685	\$8,438
D10	\$6,484	\$7,181	\$7,875	\$8,578
D11	\$6,801	\$7,501	\$8,199	\$8,890

Effective August 1, 2025:

Job Group	Step 1	Step 2	Step 3	Step 4
1	\$3,990	\$4,125	\$4,261	\$4,396
2	\$4,230	\$4,528	\$4,823	\$5,121
3	\$4,493	\$4,749	\$5,005	\$5,262
4	\$4,762	\$5,045	\$5,330	\$5,610
5	\$5,038	\$5,316	\$5,596	\$5,880
6	\$5,312	\$5,644	\$5,978	\$6,310
7	\$5,593	\$5,899	\$6,207	\$6,514
8	\$5,882	\$6,195	\$6,513	\$6,833
9	\$6,173	\$6,573	\$6,969	\$7,369
10	\$6,471	\$6,844	\$7,213	\$7,586
11	\$6,788	\$7,150	\$7,506	\$7,863
12	\$7,096	\$7,427	\$7,750	\$8,076
13	\$8,153	\$8,357	\$8,563	\$8,780

Information Technology

Job Group	Step 1	Step 2	Step 3	Step 4
IT4	\$4,766	\$5,048	\$5,331	\$5,612
IT5	\$5,248	\$5,530	\$5,811	\$6,090
IT6	\$5,638	\$5,966	\$6,293	\$6,626
IT7	\$6,532	\$6,844	\$7,150	\$7,460
IT8	\$7,458	\$7,772	\$8,092	\$8,409
IT9	\$7,852	\$8,249	\$8,644	\$9,039
IT10	\$8,546	\$8,916	\$9,284	\$9,657
IT11	\$9,243	\$9,602	\$9,959	\$10,313

Work & Wellness Salaries

Job Group	Step 1	Step 2	Step 3	Step 4
D4	\$4,762	\$5,045	\$5,330	\$5,610
D5	\$5,038	\$5,316	\$5,596	\$5,880
D6	\$5,465	\$6,134	\$6,792	\$7,453
D7	\$5,754	\$6,513	\$7,271	\$8,420
D8	\$6,048	\$6,874	\$7,699	\$8,529
D9	\$6,351	\$7,124	\$7,896	\$8,670
D10	\$6,662	\$7,378	\$8,092	\$8,814
D11	\$6,988	\$7,707	\$8,424	\$9,134

Effective August 1, 2026:

Job Group	Step 1	Step 2	Step 3	Step 4
1	\$4,100	\$4,238	\$4,378	\$4,517
2	\$4,346	\$4,653	\$4,956	\$5,262
3	\$4,617	\$4,880	\$5,143	\$5,407
4	\$4,893	\$5,184	\$5,477	\$5,764
5	\$5,177	\$5,462	\$5,750	\$6,042
6	\$5,458	\$5,799	\$6,142	\$6,484
7	\$5,747	\$6,061	\$6,378	\$6,693
8	\$6,044	\$6,365	\$6,692	\$7,021
9	\$6,343	\$6,754	\$7,161	\$7,572
10	\$6,649	\$7,032	\$7,411	\$7,795
11	\$6,975	\$7,347	\$7,712	\$8,079
12	\$7,291	\$7,631	\$7,963	\$8,298
13	\$8,377	\$8,587	\$8,798	\$9,021

Information Technology

Job Group	Step 1	Step 2	Step 3	Step 4
IT4	\$4,897	\$5,187	\$5,478	\$5,766
IT5	\$5,392	\$5,682	\$5,971	\$6,257
IT6	\$5,793	\$6,130	\$6,466	\$6,808
IT7	\$6,712	\$7,032	\$7,347	\$7,665
IT8	\$7,663	\$7,986	\$8,315	\$8,640
IT9	\$8,068	\$8,476	\$8,882	\$9,288
IT10	\$8,781	\$9,161	\$9,539	\$9,923
IT11	\$9,497	\$9,866	\$10,233	\$10,597

Work & Wellness Salaries

Job Group	Step 1	Step 2	Step 3	Step 4
D4	\$4,893	\$5,184	\$5,477	\$5,764
D5	\$5,177	\$5,462	\$5,750	\$6,042
D6	\$5,615	\$6,303	\$6,979	\$7,658
D7	\$5,912	\$6,692	\$7,471	\$8,652
D8	\$6,214	\$7,063	\$7,911	\$8,764
D9	\$6,526	\$7,320	\$8,113	\$8,908
D10	\$6,845	\$7,581	\$8,315	\$9,056
D11	\$7,180	\$7,919	\$8,656	\$9,385

25.08 Surplus Sharing Arrangement

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

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

ARTICLE 26 — C.O.L.A.

26.01 Cost of Living Adjustment (COLA)

All employees will be paid a Cost of Living Adjustment (COLA) on the following basis:

(a) **Definitions –**

Year = August 1 to July 31.

VCPI = Vancouver Consumer Price Index (2002 = 100).

Yearly Increase = Year's General Increase to Salary listed in Clause 25.05.

(b) **Base –**

Year 1 - July 2022 VCPI = 149.7

Year 2 - July 2023 VCPI

Year 3 - July 2024 VCPI

Year 4 - July 2025 VCPI

Year 5 - July 2026 VCPI

(c) **Trigger –**

Year 1 - Not Applicable. Included in Clause 25.05.

Year 2 - Base + (Yearly Increase + 2.00%)

Year 3 - Base + (Yearly Increase + 2.00%)

Year 4 - Base + (Yearly Increase + 2.00%)

Year 5 - Base + (Yearly Increase + 2.00%)

(d) Once the COLA has triggered, each one percent (1%) increase in the CPI shall produce a COLA payment equal to one percent (1%) of each employee's base salary earned in the period COLA has been triggered. A decrease in the CPI will produce a similar decrease in COLA payments.

(e) Rounding – Any percentage above Trigger will be rounded up to the nearest whole percentage.

(f) Ceiling – The maximum COLA bonus payable will be three percent (3%).

(g) Payment - Once the COLA has triggered, payment will be quarterly, in arrears.

(h) Roll-in – Each Year on July 31:

COLA roll-in will be determined by the highest COLA amount in the previous 12 months and will be rolled into the base salaries detailed in Clause 25.07 to form new base salaries.

(i) Changes in the VCPI - If the VCPI becomes unavailable in its present form, both parties agree to renegotiate the COLA. Should no agreement be

reached, the dispute will be resolved by the Arbitration Procedure described in this Agreement.

(j) **Article 26 COLA Illustrative Example**

Article 26 COLA	Illustrative Example				Year 3 Aug 2024 - Jul 2025				
	A	B	C	D	E	F	G	H	I
Month	Vancouver CPI	Base CPI	Yearly Increase %	Buffer %	Trigger CPI	Variance CPI	Variance %	COLA Payments %	Roll- In %
Source					$B*(1+C+D)$	A-E	F/E	Round Up G (Min 0) (Max 3)	Max H
Jul 2024	162.3	162.3	3.0%	2.0%	170.4				
Aug 2024	162.9				170.4	-7.5	-4.4%	0%	
Sep 2024	163.5				170.4	-6.9	-4.1%	0%	
Oct 2024	164.6				170.4	-5.8	-3.4%	0%	
Nov 2024	168.0				170.4	-2.4	-1.4%	0%	
Dec 2024	169.5				170.4	-0.9	-0.5%	0%	
Jan 2025	171.0				170.4	0.6	0.3%	1%	
Feb 2025	171.2				170.4	0.8	0.5%	1%	
Mar 2025	171.4				170.4	1.0	0.6%	1%	
Apr 2025	173.2				170.4	2.8	1.6%	2%	
May 2025	171.5				170.4	1.1	0.6%	1%	
Jun 2025	170.7				170.4	0.3	0.2%	1%	
Jul 2025	170.2				170.4	-0.2	-0.1%	0%	
Aug 2025									2%

ARTICLE 27 — RECLASSIFICATION AND/OR NEW POSITIONS

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

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

27.03 No Reduction in Wages

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

ARTICLE 28 — PRINTING OF COLLECTIVE AGREEMENT

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

ARTICLE 29 — RETROACTIVITY

29.01 All salary, including that earned by EHC Offsite Assessors, overtime worked, shift differential, and honorariums, in the new Agreement shall be adjusted to August 1, 2022, 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 — SUCCESSORSHIP AGREEMENT – D.A. TOWNLEY (DAT)

WHEREAS:

- (a) On January 1, 2015 (the Purchase Date) Pacific Blue Cross purchased D.A. Townley (DAT), and maintained DAT as a separate entity.
- (b) DAT is certified by MoveUp and has approximately 33 employees in the bargaining unit. The DAT/MoveUp Collective Agreement expired December 31, 2016.
- (c) PBC is certified by CUPE Local and has approximately 550 employees in the bargaining unit. The term of the current PBC/CUPE Collective Agreement is until July 31, 2022.
- (d) Effective April 1, 2018 (or such other date as mutually agreed by the parties in order to meet operational requirements) (the Date of Successorship) PBC will merge the operations of DAT into the operations of PBC.
- (e) All parties to this Agreement (the Agreement) agree that effective April 1, 2018, CUPE will become the successor Union to the DAT employees, and that those DAT employees will be governed by the CUPE Collective Agreement as amended by the terms of this Agreement.

THE PARTIES AGREE:

- (1) The parties shall make a joint successorship application to the Labour Relations Board of British Columbia on or before April 1, 2018, to confirm that CUPE is the successor to MoveUp, with respect to the DAT bargaining unit effective April 1, 2018.
- (2) Effective the Date of Successorship the seniority list of DAT will be dovetailed into the seniority list of PBC as of date of hire, except with respect to eligibility to retiree benefits.
- (3) Employees of DAT shall be "red circled" in the event their current pay rate is greater than the equivalent rate of pay under the PBC Collective Agreement. Notwithstanding the red circling, those employees who have been red circled will continue to benefit from scheduled annual wage increases in the course of the PBC Collective Agreement.
- (4) DAT employees will have the option of maintaining a four day work week or making an irrevocable switch to a five day work week with flex time as administered under the CUPE Collective Agreement. The four day work week will be administered consistent with the current practice at PBC and not the practice at DAT. DAT's business hours is defined as 7:30am to 4:30pm,

Monday to Friday.

- (5) DAT employee accrued vacation entitlements up to the Date of the Successorship will be honoured by PBC. Credited time shall be at a rate of seven hours per day. The two float days DAT employees received in the past shall cease and vacation entitlements shall be governed by the CUPE Collective Agreement including the supplemental vacation plan. DAT employees shall be able to receive supplemental vacation with their eligibility determined effective the Purchase date.
- (6) DAT employees shall receive retroactive pay consistent with the wage increases at PBC. Specifically, a one-point five percent (1.5%) increase effective January 1, 2017 and further one-point seven five percent (1.75%) increase effective August 1, 2017.
- (7) DAT employees who have accrued Health Spending Account allocations shall be entitled to use, but not further accrue the Health Spending Account. All Health Spending Accounts must be exhausted on or before December 31, 2018 or such funds shall be forfeited.
- (8) DAT employees shall be integrated into the CUPE pension plan. The parties shall work cooperatively to ensure that member and employer contributions are moved from the DAT plan to the CUPE pension plan.
- (9) The parties shall establish a Transition Committee with representatives of PBC management, CUPE and former MoveUp members to assist with the onboarding of DAT employees. Meetings shall be held as required to address any outstanding transitional issues. It is anticipated that the Transition Committee will be required for no more than two months after the Date of Successorship.
- (10) The parties shall establish a Job Evaluation Committee to review the DAT positions. The Committee shall consist of representation from PBC management (3), CUPE (2) and former MoveUp members (1). The process shall be consistent with the CUPE Collective Agreement, Appendix A.
- (11) DAT employees shall be eligible for retiree benefits, provided that the Purchase Date or the date of hire (whichever is later) shall be used to determine retiree plan eligibility.

ARTICLE 31 — TERM OF AGREEMENT

31.01 This Agreement shall be for the period from and including August 1, 2022, to and including July 31, 2027, 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.

31.02 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 24th day of February, 2023.

For the Employer

For the Union





















LETTER OF UNDERSTANDING NUMBER 1

BETWEEN

PACIFIC BLUE CROSS,

PACIFIC BLUE CROSS AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: UNION EXPENSES

DELETED AND MOVED INTO CLAUSE 3.11 Union Expenses

LETTER OF UNDERSTANDING NUMBER 2

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: EHC OFF-SITE ASSESSORS

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

A. DEFINITIONS

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

B. BENEFITS

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

C. HOURS OF WORK

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

TIMEKEEPING

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

D. OVERTIME

- (1) Overtime shall be on a voluntary basis and with the approval of the Department Manager.
- (2) Overtime rates will be paid as follows:

Time and one-half (1.5x) for the first eight (8) hours earned in excess of thirty-five (35) hours in a one (1) week period — double time (2x) thereafter.
- (3) Clause 16.04 (b) applies to offsite employees.
- (4) An employee must be at zero (0) or positive flex hours prior to qualifying for overtime.

E. SPECIAL CONDITIONS

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

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

- (6) The Union will be notified in writing on or before the date of any offsite employees going online with the following information:
 - (a) Name, address and telephone number of Employee;
 - (b) Date of online access;(c) Length of employment.

F. SENIORITY

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

G. CONDITIONS OF EMPLOYMENT

- (1) Offsite employees place of work will be their personal residence. Offsite employee residences must meet the requirements outlined by Pacific Blue Cross Technical Services EHC OFFSITE EQUIPMENT INSTALLATION REQUIREMENTS. The technical manual requirements will be established by Information Services in accordance with the regulations and the Union and Offsite Employees will be notified of any changes in writing.
- (2) Offsite employees will be expected to consistently maintain minimum monthly hours and meet a production standard established by the Employer for offsite employees. Failure to do so may result in discipline as per Article 8 of the Collective Agreement. Time limits referred to in Article 8 would be extended in direct relation to actual time worked.

- (3) The Union may access the employees residence by appointment with the employee. Such meetings will cause no undue interference with work and will be unpaid for both employee and union representative(s).
- (4) The Employer will be responsible for the initial equipment installation charges and for any additional costs required by Pacific Blue Cross. The off-site employee will be responsible for any costs associated with relocation of residence, subject to meeting the requirements of the Technical Manual.
- (5) The Employer shall pay and/or reimburse the following operational costs for offsite employees:
 - (i) re-approved courier delivery charges;
 - (ii) communication line charges within the local Internet Provider network;
 - (iii) maintenance costs for required equipment.

H. WAGE AND INCREMENT SCALE

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

I. VOLUME

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

J. MEETINGS

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

K. SPECIAL CONDITIONS RE: PAYMENT OF WAGES AND ALLOWANCES

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

L. TERM

This Letter of Understanding shall be in effect from the date of ratification and expire July 31, 2027.

LETTER OF UNDERSTANDING NUMBER 3

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: PRODUCTION CONTROL FLEX HOURS
DELETED.**

LETTER OF UNDERSTANDING NUMBER 4

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: JOB SHARING
DELETE AND MOVE TO CLAUSE 15.15**

LETTER OF UNDERSTANDING NUMBER 5

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: PERFORMANCE MEASUREMENT

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

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

LETTER OF UNDERSTANDING NUMBER 6

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: CUSTOMER CONTACT POSITIONS

DELETED.

LETTER OF UNDERSTANDING NUMBER 7

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

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

DELETED.

LETTER OF UNDERSTANDING NUMBER 8

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: STRUCTURE — GROUP CLIENT DEVELOPMENT

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

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

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

Pay Grades are subject to Job Evaluation.

LETTER OF UNDERSTANDING NUMBER 9

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

FORMER UFCW EMPLOYEES

DELETED.

LETTER OF UNDERSTANDING NUMBER 10

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: HELP DESK

DELETED — Moved to Clause 15.02.

LETTER OF UNDERSTANDING NUMBER 11

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: Six (6) DAY OPERATION

DELETED.

LETTER OF UNDERSTANDING NUMBER 12

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: STANDBY COVERAGE

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

DEFINITIONS

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

Special Conditions

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

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

- (4) The employer will be responsible for the maintenance of all equipment — pagers and cellular phones (e.g., batteries, breakage, theft, insurance etc.).

- (5) Operations staff will only be required for standby coverage on statutory holidays. A tentative rotation schedule will be established in December each year along with annual vacation scheduling. Operations staff will forward the applicable phone number to the cell phone whenever they are away from their office for phone breaks (leaving the building for lunch etc.). If they are required to respond to a call while on a break, the break period will be extended, or may be taken later in the shift for an equal period of time.

Pay Supplements

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

LETTER OF UNDERSTANDING NUMBER 13

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: AFTERNOON SHIFTS

DELETED.

LETTER OF UNDERSTANDING NUMBER 14

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: CALL CENTER STRUCTURE AND JOB POSTINGS

DELETED.

LETTER OF UNDERSTANDING NUMBER 15

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: NEW BUSINESS OPPORTUNITIES

DELETED.

LETTER OF UNDERSTANDING NUMBER 16

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: BC LIFE CLAIMS SERVICES SALARY SCALE

These wage scales are reflected in Clause 25.07.

LETTER OF UNDERSTANDING NUMBER 17

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: PHASED-IN RETIREMENT PLAN

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

- (1) Phased-in retirement will be offered to employees who are at least fifty-five (55) years of age and have a minimum of twenty (20) years of service with the employer.
- (2) Employees who meet the criteria outlined in (1) shall be given the option to apply for phased in retirement; if there is more than one (1) applicant for phased in retirement than is required, selection will be based on seniority.
- (3) The Parties agree to a retirement date one (1) year or less from the inception of the phased-in retirement plan (the "Plan").
- (4) In the first half of the Plan, the employee shall work four (4) days a week and the fifth (5th) day shall be paid from any amount the employee is eligible to receive under the Voluntary Separation Package per Clause 20.09(d).
- (5) In the last half of the Plan, the employee shall work three (3) days a week and the fourth (4th) and fifth (5th) day shall be paid from any amount the employee is eligible to receive under the Voluntary Separation Package per Clause 20.09(d).
- (6) The days off work will be subject to operational requirements and approval by the Manager.
- (7) Employees will receive all wages and benefits in accordance with the Collective Agreement for the twelve (12) month period subject to item (8) below.
- (8) In the event of a disability, benefits will cease as of the pre-determined retirement date as outlined in point 3 above.

- (9) In the event that there is insufficient work in the employee's department, the employee may be temporarily redeployed to another position where the employee possesses the skills and qualifications to perform the work; the Union will agree to waive Clause 12.02 to facilitate this temporary redeployment.
- (10) Upon completion of the phased-in retirement period, the employee shall receive the balance owing under the Voluntary Separation Package per Clause 20.09 (d).

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

LETTER OF UNDERSTANDING NUMBER 18

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: SUCCESSORSHIP AGREEMENT — DA TOWNLEY (DAT)

DELETED AND MOVED TO ARTICLE 30.

LETTER OF UNDERSTANDING NUMBER 19

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: HEALTH & WELFARE TRUST

A new Health and Welfare Trust will be established with these conditions:

- Continue the current cost share arrangement with PBC contributing seventy-five percent (75%) of the premium cost and twenty-five percent (25%) of the premium cost paid by the retiree.
- PBC will make a cash payment equal to the current union retiree benefit liability as of the date of settlement/curtailment date (2016 thirty-eight point one million (\$38.1 million) into the newly created joint Trust.
- The Trust will at a minimum, maintain current benefit levels as set out in the 2014–2016 Collective Agreement.
- The new Plan's Trustees would invest the plan assets.
- PBC will cover the set up costs such as legal, actuarial and trustee training up to two hundred thousand (\$200,000).
- The parties shall begin meeting to establish the terms of the Trust within sixty (60) days of ratification.
- The Trust will be set up by September 1, 2018.
- In the event the parties are unable to reach agreement on the terms of the Trust, the dispute shall be referred to Vince Ready for resolution.

Joint Union Management Trustees

- The Trust will be managed by an equal number of PBC and CUPE Trustees.
- The Trustees would have the ability to modify or change the plan design as agreed by the Trustees for existing and future retirees.
- In principle: Any shortfalls would be shared jointly and equally by PBC and CUPE

with the exception of the valuation at the three-year mark. For the valuation after creation, which will be no less than three years following the creation of the Trust, the employer agrees to fund any shortfall, as agreed by the trustees that it is required to do so at that time. (To note, that some shortfalls may be recovered in the coming year or assessment period.) The employer agrees to fund this shortfall over a five-year period, through a higher level of contribution. To that aim, CUPE will not be asked to fund any shortfall for this period.

- Any surplus will remain within the Fund.

LETTER OF UNDERSTANDING NUMBER 20

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: CUSTOMER EXPERIENCE STRUCTURE

DELETED.

LETTER OF UNDERSTANDING NUMBER 21

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: LICENSED IP CSR

PBC transferred the P&C (Property & Casualty) travel business liability to Canassurance and established a Distribution Agreement so that PBC can continue to sell these products. As a distributor, all roles selling these products are required to be licensed in accordance with regulations. Therefore, the IP Customer Service Representatives (“CSR”) role, who sell these products, are required to be licensed.

In order to avoid operational costs associated with employee turnover resulting in hiring, onboarding, training, licensing of staff and avoiding subsequent loss of revenue, the parties mutually agree the following structure for Individual Plans (“IP”) will apply effective on date of ratification.

A: Setting Up and Maintaining the Licensed IP CSR Team (Recruitment for Permanent Roles)

To ensure that PBC has adequate resources to be compliant with our regulators, all applicants who have been successfully qualified for all aspects of the role under Clause 12.02, with the exception of the above noted licensing qualification, will be eligible for selection as qualified. They will be given paid time during regular office hours, for a maximum of fifteen (15) business days for internal and external applicants, to complete their licensing education.

For internal regular status applicants:

If an individual is selected for the Licensed IP CSR role and they are not successful in passing the licensing exam, then they will have another opportunity to re-write the licensing exam. If the employee is not successful in passing the licensing exam again, then they will return to their previous held role.

For external or internal temporary status applicants:

If an individual is selected for the Licensed IP CSR role and they are not successful in passing the licensing exam, then they will have another opportunity to re-write the licensing exam. If that applicant is not successful in passing the licensing exam again, then their employment will cease, and they could apply as an external to any open positions.

B: Variable Sales Compensation

PBC will implement a variable sales compensation plan for the Licensed IP CSR position, which will be comprised of two components:

1. An annual premium pay of \$1200 which will be paid once the incumbent in the Licensed IP CSR position achieves their license or when their license is renewed.
2. A team-based incentive pay of up to a maximum of two-thousand eight hundred dollars (\$2,800) annually per person which will be dependent on the team's sales performance. All of the Licensed IP CSRs are considered one team. The team must achieve a minimum of seventy-five percent (75%) of target to be eligible to earn the bonus. This bonus will be paid out quarterly, within thirty (30) days of achieving the IP team target that is set by management on an annual basis and divided between the four quarters based on seasonality of the business. The annual target will be established based on past performance plus percentage growth set by PBC's strategic plan.

Sales are considered final and attributed to incentive calculation once the thirty (30) day member satisfaction guarantee has been reached, subject to meeting all conditions of the contract. If the sale is cancelled within the thirty (30) day member satisfaction period, it will be deducted from the sales total.

Sales will be assigned to the month in which the policy was sold.

Applications received through PBC's broker distribution channel will not be eligible for credit towards the team target and thus the Licensed IP CSR's bonus.

If targets are missed in any of the quarters, but are subsequently met annually, the team will be made whole in Q4. (For example, if Q1 target is ten thousand (10,000) and the annual target is forty thousand (40,000), the team that only achieves nine thousand (9,000) in sales in Q1 but ends up with forty thousand (40,000) in total by the end of the year will be entitled to the remainder of the bonus that was not earned in the first quarter.)

New sales will be calculated from the time the Licensed IP CSR is deemed released from training. Training will be up to a maximum of five (5) weeks, unless mutually agreed by PBC and the Union. First quarter targets and bonus payment will be prorated to the time that the Licensed IP CSR has been eligible to accumulate sales (i.e., they are released from training). Remaining quarterly targets and bonuses will be payable at the standard rate. Annual targets will be prorated to the amount of time that the Licensed IP CSR has been eligible to accumulate sales.

Should a Licensed IP CSR leave their position and they are eligible for a quarterly bonus, then the amount payable will be pro-rated to the amount of time they were employed during the quarter.

Licensed IP CSR travel sales compensation program only applies to Level 1

General Licensed IP CSRs. All other staff are excluded. The travel sales work will solely be performed by Licensed IP CSRs.

Individual Plans Management in collaboration with the Union may make exceptions to this program in unusual or unforeseen situations. A sales compensation committee, comprised of management and union executives, will meet annually in Q4 when sales targets are being set.

C. Retention of Staff, Managing Leaves, and Temporary Assignments

In order to promote a sales career for an employee at PBC, the parties agree that people should be committed to this career path. Therefore, once a Licensed IP CSR obtains their license through the application or renewal process, they must remain in their Licensed IP CSR role and cannot apply for internal positions for the first ten (10) months of their twelve (12) month license. Exception: Licensed IP CSRs in a temporary position can apply for any other Licensed IP CSR position at any time.

The twelve (12) month license is from June 1 – May 31 each year, except for the year in which the license is obtained which will be prorated from the month license is acquired to renewal on June 1. If a Licensed CSR does not wish to continue in the Licensed CSR role, the agent should not renew their license. The standard, annual date window for posting out is April 1 – May 31.

If a Licensed IP CSR goes off on an approved leave or is eligible under this LOU to accept a temporary assignment in another department, then PBC will review these temporary vacancies on a case-by-case basis to determine whether a need to backfill will occur. If a backfill is required, then for the purposes of this temporary backfill only, PBC will pay for the licensing costs and provide paid company time for the incumbent to prepare to write the licensing exam. If this temporary assignment is longer than 12 months, then PBC will pay for related costs and provide paid company time for this incumbent to renew their license.

LETTER OF INTENT NUMBER 1

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: HARASSMENT POLICY

DELETED.

LETTER OF INTENT NUMBER 2

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: CLAUSE 24.01 (c) — CAREER PATH COURSES

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

LETTER OF AGREEMENT

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: WORK & WELLNESS SALARY SCALE

DELETED AND SALARY SCALE MOVED TO CLAUSE 25.07 CUPE SALARIES.

LETTER OF AGREEMENT

BETWEEN

PACIFIC BLUE CROSS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: USE OF CONSULTANTS FOR IaTS

Due to the rate of technological change and not having the required skillset or resources on staff, the Employer has faced recruitment challenges to have that flexible workforce with the talent to support PBC's ever changing needs to stay competitive and agile. It has always been the intention of the Employer to hire bargaining unit workers for bargaining unit work and we are in a better place to reduce its past reliance on contingent worker complement.

The Employer is proposing on a without prejudice basis until the end of the new current collective agreement:

1. Under Clause 12.04 Contracting Out, PBC may retain no more than 55 FTE Consultants for all IaTS projects. The Employer intends to reduce the number of consultants performing bargaining unit work by December 2024. Our transition plan which we will share with Union assumes we have the approved budget starting January 2023 and are able to find the talent to meet our future hiring needs. Due to a competitive job market and available funding, the plan may need to be adjusted from time to time but all changes will be shared with Union on a quarterly basis.
2. Additional Consultants above #1 will only be permitted by mutual agreement with the Union.

In exchange, the Employer:

3. Will pay 1.5% based on all IaTS individual billed consultant fee project invoices (for work performed doing BU or exempt work). This does not include business chargebacks (e.g., internal SME costs).
4. The timing of 1.5% rate would be paid to the Union, after the end of each calendar quarter, once we will reconcile the actuals with what is shared internally with Leadership.

5. As part of the quarterly consultant list that PBC already provides will outline which Consultants are performing BU work and we commit to continue to backfill any BU vacancies using the updated job descriptions currently in effect. The Quarterly Consultant list will include:
 - a. Consultant Name
 - b. Consultant Type
 - c. AMS
 - d. Assigned Project for the reporting period, as applicable
 - e. Primary job role
 - f. Initial Effective Date (for long term Consultants)
 - g. Effective Date of current contract
 - h. Term Date of current contract

APPENDIX A — JOB EVALUATION OPERATING PROCEDURES

Article 1: Purpose

These Operating Procedures establish the ongoing rules under which the Joint Job Evaluation Plan will be administered.

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

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

Job ratings serve to:

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

2.2 The primary functions of JJEC are:

- a. to review and evaluate Rating Packages submitted by Human Resources for all new, changed, converted, and maintenance reviews referred to the JJEC in accordance with the job evaluation queue agreed upon between the Employer and the Union, and render final approval of rating recommendations by following established review and documentation procedures;
- b. to monitor the application of established Operating Procedures to all bargaining unit jobs within Pacific Blue Cross;
- c. to review Requests for Reconsideration (RFR) following publication of JJEC rating decisions in accordance with established appeal criteria and procedures;
- d. a quality control function for all Plan and subfactor interpretations, criteria for rating recommendations made by Human Resources, the inclusion or exclusion of benchmark jobs, and other evaluation aids (e.g., Notes to Raters) on an ongoing basis for future JJEC reference;

- e. to recommend to the parties changes to the Job Evaluation Plan including subfactor structural changes and updates to address changes in conditions of work, related processes and forms to ensure the Plan stays current and continues to meet its mandate.

2.3 A Job Evaluation Steward may be available to advise and guide bargaining unit employees through job evaluation processes.

Article 3: The Joint Job Evaluation Committee (JJEC)

3.1 JJEC Structure and Coordination of Activities

- a. JJEC members consists of volunteer representatives of an equal amount from both Employer and Union roles throughout the organization. HR and members of the Union Executive Board actively recruit members as needed to ensure sufficient resources are available to balance the work of the JJEC, and to address timely and efficient servicing of the job evaluation queue.
- b. To ensure objectivity, JJEC representatives will act in a technical role, not an advocacy role, when evaluating positions under the Job Evaluation Plan.
- c. The Job Evaluation Specialist performs, but is not limited to, the following functions:
 - i. maintains the job evaluation queue of maintenance reviews, changed job requests for review, new job reviews, conversions, jobs affected by organizational initiatives or re-organizations, Requests for Reconsideration, and any other job requiring JJEC attention;
 - ii. maintains the schedule of formal meetings;
 - iii. assigns a primary team and a secondary team to each pending review(s); each team consists of one exempt and one union member per team;
 - iv. prepares and distributes Rating Packages of materials to assigned teams and to JJEC members at large;
 - v. attends and facilitates JJEC meetings including documenting JJEC discussion and decisions on the Preliminary Minutes included in each package; In addition, JJEC may elect a chairperson from its membership to facilitate and document meeting outcomes;
 - vi. circulates final job descriptions and rating sheets to affected stakeholders following JJEC's final decisions;

- vii. follows up on any outstanding items arising from JJEC meetings, including initiating action to pay retroactivity to all affected incumbents;
 - viii. maintains all job evaluations records; which are stored in JJEC master files where all JJEC members will have access for reference;
 - ix. schedules and coordinates training activities for new JJEC members and provides any other technical support to ensure JJEC retains up to date knowledge in Plan application including facilitating access to external subject matter experts.
- d. Union representatives will receive regular pay from the Employer while serving on the JJEC.
 - e. New JJEC members will receive training in the application of the Job Evaluation Plan by those experienced in the Plan. New members will be paired with a primary team for mentoring purposes and will attend a minimum of two (2) JJEC meetings as observers before they can participate as a primary or secondary member to exercise a vote on a rating decision.
 - f. Where a conflict of interest occurs, it is the duty of the JJEC member to disclose any potential conflict of interest and recuse themselves for the review of that job to prevent undue influence of the role.

3.2 JJEC Review Procedures

- a. When rating jobs, JJEC will be governed by the General Rules of Application, subfactor definitions, Level definitions, Notes to Raters, benchmark jobs, and job ratings for any other job documented in JJEC's master files as described in the Job Evaluation Plan Manual. Ratings of each job shall be relative to and consistent with the ratings of all other jobs evaluated under the Plan.
- b. Bargaining unit representatives of single or multi-encumbered jobs participating in any type of job evaluation review are governed by the following paid time rules:

Review Type	Process	Employee Paid Time	Incumbent Representatives (Reps) per review	
			Incumbents in Job	Incumbent Reps
Initial Rating for New Job	1. HR develops Job Description 2. Manager(s) provides feedback	N/A	N/A	N/A
a. Final Rating for New Job b. Maintenance and Conversion reviews c. Changed Job Request: Employee or Manager initiated request	1. HR gathers feedback from Manager and Employee(s) through interview process	Interview and follow up by HR	1 to 10	1 rep
			11 to 20	2 reps
			21+	3 reps
Request for Reconsideration (Appeal)	1. HR receives request. 2. Employee and Manager complete documentation 3. Appeal meets requirements 4. Follow up interview	RFR documentation – max 1.5 hours for incumbent(s) to complete. Interview and follow up by HR	1 to 10	1 rep
			11 to 20	2 reps
			21+	3 reps

- c. All JJEC members will receive JJEC packages for jobs undergoing review at the next scheduled JJEC meeting a minimum of two (2) weeks in advance;
- d. Primary teams are the lead reviewers for their assigned jobs; secondary teams provide validation and additional quality assurance on those jobs, and will partner with the primary teams in areas requiring additional discussion or consultation prior to final decision making;
- e. To facilitate the effective execution of JJEC meetings, each assigned primary and secondary team will:
 - i. review all related materials provided by Human Resources including the job description and qualifications, the Analyst’s Worksheet summarizing job content changes and proposed ratings, the preliminary Minutes including subfactor ratings, detailed rating rationales and other job-related information;
 - ii. access JJEC master files for other relevant information;

- iii. follow up with managers and/or incumbents of jobs under review to research additional information necessary to evaluate jobs consistently, and to confirm all information has been captured accurately;
 - iv. connect with their counterpart on the primary/secondary team prior to the JJEC Meeting;
 - v. become familiar with information contained in Rating Packages for other jobs on the agenda, and may consult with the assigned JJEC members as required;
 - vi. be prepared to provide a summary of findings during the JJEC meetings and come to consensus with the partner team (either primary or secondary) or render a final vote on the recommended ratings.
- f. Any JJEC member may attend JJEC meetings, however, unless assigned to a primary or secondary team, those members will not exercise a vote on job ratings.
- 3.3 Should the JJEC require further information on jobs or rating recommendations, the Job Evaluation Specialist representative who prepared the Rating Package may be contacted in advance of the meeting to provide further explanation and validation.
- 3.4 Decisions will be arrived at through consensus of all assigned primary and secondary team members. The decision of the primary and secondary teams in all matters relating to subfactor ratings is final and binding, subject only to the provisions of Article 6 Request for Reconsideration.

Article 4. Maintaining the Job Evaluation Plan

- 4.1 It is the role of the Employer to prepare job descriptions and to determine required qualifications for new and changed jobs. As such, HR will implement procedures to ensure job descriptions are developed for new and converted jobs, and existing job descriptions are updated to reflect current job duties every four (4) years or when Changed Job Review requests are received from managers and/or employees.
- 4.2 All job descriptions undergoing design, job content change, conversion from previous versions of the Joint Job Evaluation Plan or maintenance will be submitted by HR to JJEC following review and update, along with related Rating Package documentation including but not limited to an Analyst Worksheet, Preliminary Rating Recommendations, and a department Organization Chart. Changes to job descriptions will not necessarily result in a change to a subfactor rating.

- 4.3 Where changes to the design of the Joint Job Evaluation Plan itself are required due to evolving business needs, specific conditions encountered in jobs which are not addressed in the Plan, clarification of subfactor Level definitions, Notes to Raters or any other information contained in the Manual, analysis and related recommendations will be developed and presented to JJEC members and to internal and/or external advisors where appropriate.
- 4.4 Where JJEC is in agreement with the recommendations, HR and the Union will meet and negotiate their inclusion into the Plan Manual. Should the parties not reach agreement, either party may refer the matter to the dispute resolution process established under Article 7 Unresolved Issues.

Article 5. Rules Governing Types of Reviews

5.1 New Job Reviews (Initial Rating and Final Ratings)

When the Employer wishes to establish a new job, the following procedures apply:

- a. Human Resources will consult with managers introducing the new job, draft the job description, determine the required qualifications and conduct a preliminary evaluation of the position by applying the Joint Job Evaluation Plan subfactors and benchmark jobs. A Rating Package will be completed by Human Resources along with rating recommendations. This package will be forwarded to JJEC for review in accordance with the job evaluation queue and available resources.

To facilitate posting and recruitment processes, the Rating Package may be circulated by email to JJEC members for immediate review and approval rather than being placed on the agenda for the next scheduled JJEC meeting.

- b. JJEC will establish a temporary job group for the job, based on its review of the information contained in the Rating Package.
- c. The job will be posted and any person appointed to the job will be paid the temporary job group.
- d. Twelve (12) months after the start date of an incumbent(s) into the new role, HR will conduct a review of the job, and update the job description where required. An updated Rating Package will be submitted to the JJEC for a Final Rating decision.
- e. The JJEC will review and finalize the rating of the job within ninety (90) calendar days of receipt of the Rating Package in accordance with JJEC procedures. A copy of the final job description and rating sheet excluding point values will be provided to employees and managers affected by the evaluation within two (2) weeks of JJEC's decision. The Job Evaluation Specialist will ensure that all master job history records and spreadsheets are updated by HR to reflect JJEC decisions.

- f. The employees and managers have the right to appeal a rating decision, in accordance with the terms of Article 6, Reconsideration and Appeal Procedures.
- g. Upon the final rating or on completion of any appeal process and where the final rating of the job results in a higher job group, retroactivity will be paid to each incumbent effective the start date in the job. If the job group decreases as the result of this re-evaluation, each incumbent will receive red circle protection in accordance with Clause 27.03 of the Collective Agreement as long as they stay in the job.

5.2 Changed Jobs Reviews

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

- a. The Manager and/or the incumbent(s) may request a job evaluation review by completing a Change Job Review request form and submitting the form to HR.
- b. HR will conduct a review of the job to determine the nature and extent to which a change in job content has occurred. This review will include an in-person interview with manager and incumbent representatives. If the change is significant enough to warrant a change to the existing job description, HR will revise the job description and provide a copy to the employee(s) and manager for feedback.
- c. Following completion of the job description review process. The Job Evaluation Specialist will conduct a preliminary review of the job content change in relation to the subfactors in the Job Evaluation Plan and prepare a Rating Package for submission to JJEC in accordance with the job evaluation queue, along with related recommendations. Changes to job descriptions will not necessarily result in a change to subfactor ratings.
- d. The JJEC will review and finalize the rating of the job in accordance with JJEC procedures. A copy of the final job description and rating sheet excluding point values will be provided to employees and managers affected by the evaluation within two (2) weeks of JJEC's decision.
- e. When the decision results in an increase in job group, retroactivity will be applied effective the date of any measurable job content change which results in the upgrade of one or more subfactor ratings, or one (1) year prior to the date HR received the Change Job Review request form, whichever is the most recent. When one or more subfactors ratings are downgraded resulting in a lower job group, the position will be red circled as per Clause 27.03 of the Collective Agreement.

5.3 Maintenance Reviews

- a. HR will maintain a record of all bargaining unit jobs evaluated under the Job Evaluation Plan and initiate a maintenance review for jobs which have not been reviewed within a period of the previous four (4) years in accordance with the job evaluation queue.
- b. Jobs undergoing maintenance reviews will follow the evaluation procedures under Clause 3.2.
- c. Where a maintenance review initiated by HR results in a re-evaluation by JJEC to a higher job grade, retroactivity will be applied either effective the date of any measurable job content change which results in the upgrade of one or more subfactor ratings, or, one (1) year prior to the date HR formally scheduled the maintenance review, whichever is the most recent. When one or more subfactor ratings are downgraded, resulting in a lower job group, the position will be red circled as per Clause 27.03 of the Collective Agreement.

5.4 Conversion Reviews

- a. A job that was evaluated under a previous version of the Joint Job Evaluation Plan (prior to 2009) but which has not been converted to the updated Joint Job Evaluation Plan will be documented and rated on the duties being carried out as of the date of the interview conducted by HR.
- b. Jobs undergoing conversion reviews will follow the evaluation procedures under Clause 3.2.
- c. Where a conversion review results in a re-evaluation by JJEC to a higher job grade, retroactivity will be applied effective the date of any measurable job content change which results in the upgrade of one or more Sub-Factor ratings. When one or more Sub-Factors ratings are downgraded, resulting in a lower job group, the position will be red circled as per Clause 27.03 of the Collective Agreement.

Article 6: Request for Reconsideration (RFR) and Appeal Review Procedure

- 6.1 Reconsideration of JJEC decisions may be requested where appellants believe that information relevant to the final rating decision for new jobs, changed jobs, maintenance reviews or conversion reviews was missing.

Requests for Reconsideration will not be accepted for:

- a. the job grade assigned to the job;

- b. the assignment of job duties;
- c. Subfactor 1: Knowledge;
- d. Subfactor 2: Previous Experience

6.2 RFR can be filed for the following reasons:

- a. Information on individual duties that were being carried out as of the date of the job evaluation interview by HR were not included or are inaccurately described in the Job Description that was issued by the JJEC following their review.
- b. Individual subfactor levels determined by JJEC and supported by the rating rationale on the Rating Sheet are not reflective of the conditions of the work as of the date of the job evaluation interview.

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

6.4 Where the RFR involves a job which is occupied by two (2) or more incumbents, 50% or more of the incumbents must be in favour of the appeal as identified by the signatures on the RFR form.

6.5 Either the Manager or the incumbent(s) may request reconsideration of the subfactor rating for individual subfactors by requesting, completing and submitting RFR form to HR-stating the reason(s) for disagreeing with the rating of the subfactors along with the identification of the subfactor Level being sought for each disputed subfactor. Any such request must be submitted to HR within 30 PBC working days of the receipt of JJEC's original rating decision. HR will review the RFR and determine if it meets the criteria established in Clauses 6.1 & 6.2.

6.6 Providing the criteria has been met, HR will add the RFR to the job evaluation queue and contact the Manager and the employee(s) to arrange an interview. The objective of the interview is to review any contested duties and the subfactor(s) under appeal with a representative of the employee group (using the same guidelines described in Clause 3.2 b), and the job's Manager. The representatives attending the interview on behalf of the group must be familiar with the information included on the RFR document.

6.7 JJEC will then make its decision using JJEC procedures and advise all appellants of the outcome within 60 calendar days of HR's receipt of the completed RFR form, unless mutually agreed to between the Employer and the Union. Therefore, RFR/appeal reviews will jump to the top of the job evaluation queue.

- 6.8 JJEC's decision is final and binding on the parties. The JJEC will provide both the employee(s) and the manager with an updated job description and rating sheet outlining the reasons for the decision.

Article 7 Unresolved Issues

7.1

- a. In the event that a difference arises at any step in the Operating Procedures, and such difference cannot be resolved by the parties involved within the agreed upon time limits, a single arbitrator will be requested to intervene.
- b. In order to accelerate the handling of these disputes the parties agree to the following process:
 - i. The parties will mutually agree to an arbitrator.
 - ii. The location of the hearing will be on the employer premises or virtual venue to reduce the cost of the proceedings.
 - iii. A designated representative of the Union and a designated representative of Employer shall present the issue(s). Presentation of evidence may involve discussion between the Manager, Employee, and the designated Union and Employer representatives.

7.2 Decisions will be:

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

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

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

Article 8 Time Limits

8.1 In the event HR, and the Union are unable to come to agreement on the order and timing of reviews listed in the job evaluation queue or jobs are not completed within the provisions of Articles 5 and 6, the matter may be referred to a single arbitrator pursuant to Article 7 for resolution.

Article 9 Definitions

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

Appellant	Employee(s) or manager(s) requesting reconsideration of a JJEC decision on a rating of a job
Collective Agreement	The Collective Agreement currently in effect between Pacific Blue Cross (PBC), Pacific Blue Cross Health Benefits Society Companies and CUPE Local 1816
Conflict of Interest	The situation that occurs when JJEC members evaluate jobs which are occupied by themselves, a direct supervisor, a job within their own department or any other relationship that places the member in conflict
Change Job Review	A job which has been evaluated where it has been identified a change to the duties and responsibilities of a job or the incumbent(s) identify that the job description does not reflect the job's duties and responsibilities.
Conversion Review	A job evaluated under a previous version of the Joint Job Evaluation Plan (pre-2009) which is being evaluated under the current version of the Plan
Duty	A number of tasks organized into a descriptive statement of work assigned and performed
Employee	An employee of PBC, or a PBC Company in the bargaining unit for which Local 1816 is the recognized bargaining agent as defined in the Collective Agreement.
Incumbent	An employee who has been appointed to a job
Job or Position	A group or range of duties or tasks assigned to and performed by the incumbent(s)
Job Description	The written description of a job which includes a job summary, the major duties/responsibilities and the qualifications
Job Group or Pay Grade	The designation in the Salary Scale for a particular salary range.
Job Group Increments	The salary steps within a particular job group as set forth in the Salary Scale
Job Rating	The selected subfactor levels and points, and the total points established for a job.

Maintenance Review	A job which has been evaluated under the current version of the Joint Job Evaluation Plan, but has not undergone a subsequent review under the Plan in the last four years, according to the Date Last Reviewed on the job description header
New Job	A job which is added to the workforce and is sufficiently different from work currently being performed that it cannot be assigned to an existing job. Existing jobs undergoing a change to 50% of the current job content are also considered as new jobs.
Out of Schedule Salary	A salary paid to an employee, for a specific purpose and for a specified period of time, in excess of the maximum rate determined for the job under the Job Evaluation Plan
Plan Manual	The basic guide for analyzing and evaluating the content of a job
Rating Package	The material received from the Job Evaluation Specialist concerning the evaluation of a new, changed or converted jobs, and for jobs undergoing maintenance reviews. A Rating Package may include any combination of the job description and qualifications, a completed rating sheet, a list of benchmark jobs, job-related information such as worksheets, questionnaires or background information on job duties, organizational charts and written recommendations relating to the determination of ratings and points.
Red Circled Rate	The salary an employee is receiving for a job which is in excess of the Job Group that has been established under the Job Evaluation Plan in accordance with Clause 27.03 of the Collective Agreement.
Salary Scale	The salary for job groups as set forth in the Collective Agreement.
Task	A unit of work activity that forms part of a duty.

APPENDIX B — JOB CLASSIFICATIONS

The jobs listed in Appendix B are subject to change due to job evaluation in accordance with Appendix A.

Job Group	Job Title	Department
D 04	Medical Underwriter 1	Work & Wellness
D 05	Disability Claims Specialist	Work & Wellness
D 06	Disability Claims Management Specialist 1	Work & Wellness
	Medical Underwriter 2	Work & Wellness
D 07	Disability Claims Management Specialist 2	Work & Wellness
D 08	Coordinator, Health & Wellness	Work & Wellness
	Disability and Life Trainer	Work & Wellness
	Disability Resource and Systems Specialist	Work & Wellness
D 09	Senior Medical Underwriter	Work & Wellness
D 10	Vocational Rehabilitation Specialist	Work & Wellness
D 11	Licensed Supervisor, Work and Wellness	Work & Wellness
	Supervisor, Work and Wellness	Work & Wellness

Job Group	Job Title	Department
IT 04	Asset Management and Control Coordinator	laTS
IT 05	Asset Management and Control Administrator	laTS
	Help Desk Agent	laTS
	Systems Tester	laTS
IT 06	Help Desk Analyst	laTS
IT 08	CRM and Business Analyst	laTS
	Quality Assurance Analyst	laTS
	Software Deployment Specialist	laTS
IT 09	Business Systems Analyst	laTS
	Database Administrator	laTS
	Network Analyst	laTS
	Scrum Master	laTS
IT 10	Software Developer	laTS
IT 11	Senior Software Developer	laTS
IT 12	Team Leader, Network Services	laTS

Job Group	Job Title	Department
JG 01	Administration Clerk, D.A. Townley	D.A. Townley
	Administration Clerk, Group Services	Group Services
	Claims Services Clerk	EHC
	Clerk, Individual Plans	Individual Plans
	Courier Clerk	Office Services
	Disability Claims Clerk	Work & Wellness
	Facilities Clerk	Facilities
	General Clerk Dental	Dental
	General Clerk Finance	Finance
	Mailroom Clerk (Incoming)	Office Services
	Receptionist, D.A. Townley	D.A. Townley
	Scanning Operator	Office Services
JG 02	Benefit Claims Examiner, Dental	Dental
	Benefit Claims Examiner, EHC	EHC
	Claims Services Assistant	EHC
	Clerk, Printshop and Purchasing	Printshop
	Computer Operator	Printshop
	Dental Data Entry Operator	Dental
	Finance Assistant	Finance
	laTS Assistant	laTS
	Mailroom Clerk (Outgoing)	Office Services
	Ministry Dental Benefit Examiner	Dental
	National Benefit Claims Examiner, EHC	EHC
	Receptionist, Customer Experience	Customer Experience
	Sales Support Assistant, Individual Plans	Individual Plans
JG 03	Administrative Assistant, Administration Services	D.A. Townley
	Administrative Assistant, Finance	Finance
	Customer Service Representative, Customer Experience	Customer Experience
	Customer Service Representative, Individual Plans	Individual Plans
	Disability Claims Representative, D.A. Townley	D.A. Townley
	EHC and Dental Collections Administrator	Finance
	Health and Dental Claims Representative, D.A. Townley	D.A. Townley
	Medical Underwriting Assistant	Work & Wellness
	Payroll Coordinator	Payroll and Benefits
	Pension Administrator, D.A. Townley	D.A. Townley
	Trustee Support Administrator, D.A. Townley	D.A. Townley
Underwriting Assistant	Underwriting	

Job Group	Job Title	Department
JG 04	Administrative Assistant, Customer Experience	Customer Experience
	Administrative Assistant, D.A. Townley	D.A. Townley
	Administrative Assistant, Group Business	Group Business
	Administrative Assistant, Group Services	Group Services
	Administrative Assistant, Individual Plans	Individual Plans
	Administrative Assistant, Learning & Engagement	Learning & Engagement
	Administrative Assistant, Work & Wellness	Work & Wellness
	Administrator Purchasing and Records Management	Printshop
	Benefit Claims Examiner, Out of Country	EHC
	Benefits Representative, Dental	Dental
	Benefits Representative, EHC	EHC
	Coordinator, Printshop	Printshop
	Customer Service Representative, Reception CSA	Customer Experience
	Disability Claims Administrator	Work & Wellness
	Finance Administrator	Finance
	Health Benefits Representative, D.A. Townley	D.A. Townley
	Licensed Benefits Examiner, Out of Country	EHC
	Licensed Customer Service Representative, Individual Plans	Individual Plans
	Member Administrator, Group Services	Group Services
	Member Administrator, Individual Plans	Individual Plans
	Pension Customer Service Representative, D.A. Townley	D.A. Townley
Plan Administrator, D.A. Townley	D.A. Townley	
Provider Relations Administrator	Provider Relations	
Solutions Support Analyst	Operational Solutions	
JG 05	Accounts Receivable Administrator	Finance
	Group Collections Administrator	Finance
	Internal Communications and Events Coordinator	Learning & Engagement
	Pension Calculations Specialist, D.A. Townley	D.A. Townley
	Provider Relations Coordinator	Provider Relations
	Service Representative, D.A. Townley	D.A. Townley
	Third Party Collections Administrator	Finance
	Trainer 1	Learning & Engagement
Workforce Analyst	Customer Experience	
JG 06	Client Accounting Representative, D.A. Townley	D.A. Townley
	Disability Overpayment & Recovery Specialist	Finance
	Graphic Designer	Marketing
	Group Administrator	Group Services
	Learning Management System Coordinator	Learning & Engagement
	Level 1 Underwriter	Underwriting
	Payroll Administrator	Payroll and Benefits

Job Group	Job Title	Department
JG 07	Claims Policy & Standards Advisor	Provider Relations
	Intermediate Accountant	Finance
	Licensed Team Leader, EHC	EHC
	Privacy Analyst	Privacy
	Service Representative, Group Business	Group Business
	Team Leader, Administrative Services	D.A. Townley
	Team Leader, Customer Experience	Customer Experience
	Team Leader, Dental	Dental
	Team Leader, EHC	EHC
	Team Leader, Health Benefits Administration	D.A. Townley
	Team Leader, Individual Plans	Individual Plans
	Team Leader, Member Administration	Group Services
	Team Leader, Office Services	Office Services
	Team Leader, Underwriting Administration	Underwriting
	Team Leader, Work & Wellness	Work & Wellness
	Trainer 2	Learning & Engagement
JG 08	Business Solutions Specialist	Finance
	Coordinator, Strategy	Strategy
	Group Services Trainer	Group Services
	Level 2 Underwriter	Underwriting
	Marketing Communications Specialist	Marketing
	Product Specialist	Product & Innovation
	Solutions Specialist (Claims)	Operational Solutions
	Solutions Specialist (Customer Experience)	Operational Solutions
	Solutions Specialist (Group Services)	Operational Solutions
	Solutions Specialist (Product)	Operational Solutions
	Supervisor, Customer Experience	Customer Experience
	Supervisor, Individual Plans	Individual Plans
	Team Leader, Claims Administration	D.A. Townley
	Team Leader, Group Administration	Group Services
	Team Leader, Implementation	D.A. Townley
	Team Leader, Printshop	Printshop
JG 09	Team Leader, Collections	Finance
	Team Leader, Group Business	Group Business
	Trainer 3	Learning & Engagement
JG 10	Level 3 Underwriter	Underwriting
	Team Leader, Underwriting	Underwriting
JG 11	Senior Underwriter	Underwriting
JG 12	Senior Accountant	Finance

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