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COLLECTIVE AGREEMENT

made and entered into

between

**MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY**
(hereinafter called the Employer)

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1816**
(hereinafter called the Union)

TERM OF AGREEMENT
February 1, 1995 to January 31, 1998

ARTICLE 1 OBJECTIVESARTICLE 1 OBJECTIVES

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

- 1:01 To establish, maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- 1:02 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
- 1:03 To encourage efficiency in operation;
- 1:04 To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

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

- 1:05 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate against any person in matters of hiring, rates of pay, training, promotion, transfer, layoff, dismissal or in any other matter because of race, colour, creed, national origin, age, sex, marital status, or sexual orientation.

ARTICLE 2 DEFINITIONSARTICLE 2 DEFINITIONS

2:01 Probation Probation

- (a) Probation is defined as the initial period of time during which a new employee is reviewed and monitored to determine the employee's suitability for permanent hire or placement.
- (b) The probationary period shall be for a period of six (6) months worked. In the event of significant absence from work for any reason during this period, the probationary period shall be extended by an equal number of working days.
- (c) Regular part time and temporary employees are required to work the equivalent in hours of Regular Full Time Employees with respect to the probationary period.
- (d) For the purpose of computing pay, the probationary period shall be considered satisfied at the end of the normal working day on which probation is considered completed.
- (e) In special cases where in the opinion of the employee's manager the established probationary period has not been long enough to establish competence or adequate attitude it may be extended up to an additional three months worked by mutual agreement between the Employer and the Union. Such extension shall be confirmed in writing. If the 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 and/or acceptable attitude during the probationary period, she/he shall be terminated if a new hire serving initial probation,

or returned to her/his former position or equivalent, if a regular employee, as provided for in Clause 12:03 (c).

- (g) The term "probation" shall not be used in reference to disciplinary action.
- (h) No employee shall be eligible to apply for a posting for promotion or lateral transfer while serving a probationary or trial period, except by mutual agreement of the Employer and the Union.

Temporary employees will be eligible to apply for regular full time position or another temporary position **only** in the last month of their current posted term.

2:02 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 employee shall be an employee who has completed the probationary period and who works twenty (20) or more hours per week on a regular basis.

2:04 (a) A temporary employee shall be an employee who is employed on a temporary basis. Should such employee's term of employment exceed six calendar months benefits shall be available immediately upon satisfying eligibility requirements in accordance with Clause 2:04 (d). Any temporary employee whose term of employment exceeds six calendar months shall receive sick leave entitlements, vacation and all benefits with the exception of Union Pension Plan, Wage Indemnity, Long Term Disability and Group Life Insurance.

A temporary position for the purpose of augmenting regular staff shall be no longer than six calendar months unless mutually agreed between the Employer and the Union. For the purpose of replacing regular staff, a temporary position shall be no longer than eight (8) calendar months unless mutually agreed between the Employer and the Union.

- (b) Upon becoming a regular employee in the job description to which she/he was hired as a temporary employee, time worked currently in that job description as a temporary employee will be applied as time served toward the probationary period for that position.
- (c) However, in the event that a temporary employee becomes a regular employee in a different job description, she/he must serve a probationary period as outlined in Clause 2:01. Upon satisfactory completion of the probationary period, her/his seniority date shall be retroactive to the current date of hire as a temporary employee.
- (d) Time spent as a temporary employee will also be applied to waiting periods for benefits.

2:05 **Trial**

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

extended trial period, proceed to the next step retroactive to the completion date of six (6) months worked.

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

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
- Comptroller
- Department Managers
- Personnel Director
- Two (2) Personnel Assistants
- Five (5) Private Secretaries
- Senior Data Base Technician
- Internal Auditor(s)
- Provider Relations Administrator

3:03 The Employer agrees to notify the Union in writing within five (5) working days where ever 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 acquaint job applicants prior to hiring with the fact that a Union Agreement is in effect pursuant to Article 5 and Article 6.

3:06 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.

3:07 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.

3:08 (a) The Employer shall recognize all Union Officers, Shop Stewards and members of Union committees elected or appointed by the Union and shall not dismiss, discipline or otherwise discriminate against such persons for carrying out the duties proper to their positions.

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

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

3:09 On commencing employment, the employee's Manager shall introduce the new employee to her/his Shop Steward. The Shop Steward will provide her/him with a copy of the Collective Agreement.

3:10 (a) A representative of the Union shall be given an opportunity to interview new employees within regular working hours, but not during core hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employees with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union. Where possible, this would be done in conjunction with the monthly orientation tour for new employees.

(b) 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.

3:11 Any employee engaged in shift work which coincides with a Union membership meeting shall have the right to attend such meetings without loss of pay. Both parties recognize that there may be occasions when some employees from the Computer Room may not be able to attend. Under such circumstances minimum coverage for the computer will be guaranteed.

This provision shall not apply to any employee covered under Clauses 15:01 - 15:10 inclusive.

3:12 The Union shall have the right to have assistance of representatives of CUPE, including job evaluation and legal advisors, when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises during normal business hours and shall notify the Employer on her/his arrival, or in advance if possible. It is agreed that there shall be no undue interference with work during these occasions.

ARTICLE 4 MANAGEMENT RIGHTSARTICLE 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.
- 4:02 The Employer shall maintain written information concerning current regulations, which shall be made available to all employees in the Bargaining Unit. From time to time the Employer may make or alter rules and regulations to be observed by its employees (such rules and regulations shall observe the provisions of this Agreement). The Union President will be advised in writing of any new rules or amendments prior to implementation.

ARTICLE 5 UNION SECURITYARTICLE 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.

ARTICLE 6 CHECK-OFF OF UNION DUESARTICLE 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 & Union Dues Information Salary & Union Dues Information**

MSA will provide the Union with a monthly report showing the following:

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

It should be noted that the "basic pay" (Item 3a above) would be the employee's regular monthly salary unless there has been an increase during the month, in which case the amount indicated would be the average of the two. Example: Regular pay March 1 \$1600, increase to March 16 to \$1650. Basic pay indicated for the month of March would be shown as \$1625.

In addition to the above report the Union will also be provided with a copy of the Minutes of the Salary Committee meetings. These Minutes would, of course, indicate any increases in salary, date of increase, amount of increase, etc.

ARTICLE 7 PERSONNEL FILESARTICLE 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 Personnel Manager and Employee. Employees have the right to insert written, signed and dated comments to any document contained therein.
- 7:02 Any access and review of personnel files shall only take place with a Personnel Officer present. The employee shall have the option to have a steward present during the review of her/his personnel file. Employees, and with the employee's written permission the Union, may request photocopies of any material in their personnel file. Such requests will not be unreasonably denied.
- 7:03 Divulging of employee information is not permitted except as normally required for insurance coverage, MSA job application review, etc. Extraordinary requests for information may be replied to in writing only, and must be forwarded to the employee concerned for her/his transmission or otherwise as she/he may decide.
- 7:04 It is understood and agreed that there shall be no written complaint(s) in an employee's Personnel File of which the employee is unaware.

ARTICLE 8 DISCIPLINEARTICLE 8 DISCIPLINE

Preamble Preamble

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

This Article does not apply to casual employees as defined in clause 22:12 nor to temporary employees who are filling positions for periods of eight (8) weeks or less as defined in clause 12:02(b).

- 8:01 This article shall be applicable to any complaint which may be detrimental to an employee's advancement or standing with the Employer.

8:02 Discipline shall be comprised of the following progressive procedure. Each step of this procedure is contingent upon the previous step.

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

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

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

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

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

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

(b) **Written Warning Written Warning (Adverse Report) - (Shop Steward and Chief Shop Steward Required)**

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

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

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

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

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

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

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

8:03 **Burden of Proof 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 Unjust Suspension or Dismissal:

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

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

ARTICLE 9 GRIEVANCE PROCEDUREARTICLE 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 (a) Such difference shall first be reduced in writing and taken up by the employee and a representative of the Union with the employee's immediate Manager within ten (10) MSA working days of the occurrence of the alleged difference or grievance.

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

(b) Pursuant to 12:02 (g) the employee shall have ten (10) MSA working days from receiving the Employer written response to file a grievance.

9:03 Failing settlement within ten (10) MSA working days of the Manager's response, the grievance may be advanced to a Grievance Committee of the Employer and a Grievance Committee of the Union. Both Committees shall be equal in number and each Committee shall be limited to a maximum of three (3) representatives. In addition, the Grievor may also attend. Each Committee shall, if it so desires, have its advisors in attendance when meetings are called.

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

9:04 Should the Employer or the Union initiate the grievance, the matter shall be dealt with between the Grievance Committee of the Employer and the Grievance Committee of the Union, as set out in Section 9:03 of this Article.

9:05 Lay-off grievances shall be initiated at Grievance Committee stage of this Article.

9:06 Whenever a stipulated time is mentioned herein the said time may be extended by mutual consent of the parties. Working days shall mean days on which MSA 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.

ARTICLE 10 ARBITRATION ARTICLE 10 ARBITRATION

10:01 (a) **Arbitration Board Arbitration Board**

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

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

(b) **Single Arbitrator Single Arbitrator**

(i) As an alternative to a 3 person Arbitration Board in 10:01 (a) above, the parties may agree to a single arbitrator.

(ii) The parties agree to the following as single arbitrators:

Robert Diebolt	Stephen Kelleher
Nancy Morrison	David McPhillips
Don Munro	Vince Ready
Colin Taylor	

(iii) Selection of the single arbitrator shall be by each party eliminating up to three (3) names. The remaining name(s) shall be deemed to be agreed.

(iv) The parties agree to request a verbal decision from the arbitrator at the conclusion of the hearing, which shall be held within thirty (30) days of the arbitrator agreeing to the terms of appointment. A written award shall be issued within thirty (30) days of the conclusion of the hearing.

(v) In the event the arbitrator cannot comply with the terms of the appointment in regard to timeliness, the parties will meet to agree on another arbitrator.

(vi) The arbitration award shall be final and binding on the parties.

10:02 **Expenses of Arbitration: 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 MSA working days only.

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

10:03 The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

10:04 Should the Board of Arbitration find that an employee has been suspended, dismissed or demoted for other than just cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension, dismissal or demotion, less any monies the employee may have received as compensation for working or not working, or such lesser sum as in the opinion of the Board is fair and reasonable; provided always that any order the Board of Arbitration may make is made with due regard to the terms of this Agreement.

10:05 (a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Dave McPhillips, or a substitute agreed to by the parties, shall by mutual agreement of both parties:

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

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

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

- (b) By mutual agreement the parties may elect to pursue a grievance through clause 10:01 (Arbitration) or 10:05 (Section 103 of the Labour Relations Code of BC).

10:06 Whenever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties. Working days shall mean days on which MSA is open for business to the public.

ARTICLE 11 SENIORITYARTICLE 11 SENIORITY

11:01 **General: 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 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: Seniority List:**

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

11:04 **Calculation of Seniority Calculation of Seniority (in accordance with Clause 11:02):**

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

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

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

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

(c) **Temporary Employee**

Seniority shall not be established for temporary employees except as provided for in Clause 2:04.

11:05 **Retention of Seniority: Retention of Seniority:**

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

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

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

- (c) Employees absent due to a bona fide sickness or injury, provided such sickness or injury is attested to by a licensed physician, shall retain and accumulate seniority for a maximum period of two (2) years at which time the employee's situation shall be reviewed by the Union Executive Board and a Management Committee. An employee who is absent in excess of two (2) years shall be provided employment at the earliest opportunity after she/he has notified the Employer of her/his availability. An employee offered employment under this provision must accept the first position being offered, provided the new position is comparable to his/her original position prior to such illness or injury. Such employment shall be subject to an opening occurring appropriate to her/his qualifications, ability, and physical condition unless the employee has elected to accept severance from the Employer pursuant to Clause 20:09.
- (d) Employees who have been granted an authorized leave of absence up to one (1) year shall retain and accumulate seniority.
- (e) Employees temporarily or permanently transferred to a position outside the Bargaining Unit shall retain seniority for a period of six calendar months. This may be extended by mutual agreement of the parties.

11:06 Loss of Seniority: Loss of Seniority:

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

- (a) She/he is dismissed for just cause and is not reinstated;
- (b) She/he submits her/his resignation to the Human Resources Manager and does not revoke her/his resignation within forty-eight (48) hours. Such revocation within forty-eight (48) hours will be accepted the first time, but thereafter the Employer retains the right to refuse the reversal of a resignation;
- (c) She/he is laid off for a period longer than provided in Article 11:05 (b);
- (d) She/he does not respond to recall, in accordance with Article 13.
- (e) She/he is temporarily or permanently transferred to a position outside the Bargaining Unit and does not return to her/his former position in the Bargaining unit within six calendar months. This may be extended by mutual agreement of the parties.

11:07 Notwithstanding provisions contained in this Article, it is agreed and understood that where the successful applicant is either a regular part-time or temporary employee, her/his seniority shall be carried into the new position. Temporary employee seniority shall be as defined in Clause 2:04.

11:08 If an employee is temporarily or permanently transferred to a position outside the Bargaining Unit, such employee shall have the right to return to her/his position in the Bargaining Unit within six calendar months. No employee shall be forced to accept a position outside the Bargaining Unit against her/his wishes.

11:09 If an employee is unable, through injury, illness or advancing years, to perform her/his normal duties, the Employer shall make every effort to provide alternate suitable employment. Such employee shall not displace an employee with more seniority.

ARTICLE 12 PROMOTIONS AND STAFF CHANGESARTICLE 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 Postingsc Job Postingsc**

- (a) The Employer shall fill job vacancies from within the Bargaining Unit before hiring new employees provided there are employees available who satisfy the posted requirements as in Clause 12:02 (c). Each job vacancy shall be posted on the Union bulletin board on the Employer's premises for at least five (5) MSA working days, with a copy sent to the Local Union President. Postings may be cancelled within this time period of five (5) MSA working days. Outside applicants shall satisfy posted specification requirements, otherwise the job vacancy shall be reposted.
 - (b) All temporary openings in excess of eight (8) weeks shall be posted. For temporary openings of eight (8) weeks or less, if the Employer decides that the job should be filled, the job shall be awarded on a seniority basis (company wide) within the department provided she/he is able to perform the job.
 - (c) Job postings shall be the job description and specifications for the position to be filled, and shall include the following: duration, shift, and wage or salary range.
 - (d) Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In such cases, the cause for the application being late must be indicated.
 - (e) Within twenty-two (22) MSA 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) MSA working days of notification unless otherwise agreed to by the Employer and the Union.
 - (f) If within ten (10) working days the Employer finds it necessary to post an identical position, the posting may be waived and the Employer will consider previous applicants. The Union shall be notified in writing of such action and all applicants of the original posting shall be advised of reconsideration for a second vacancy.
 - (g) Upon request, unsuccessful applicants shall be given reasons in writing which shall not become a part of the employee's personnel file unless a grievance is subsequently filed.
 - (h) Advice in writing about vacancies outside the Bargaining Unit up to and including the first currently existing Non-Union position in each department shall be posted on the cafeteria bulletin board, with a copy sent to the Local Union President.
 - (i) Employees other than regular employees may apply for posted vacancies on the regular staff; however, no regular position shall be filled by other than regular employees until all provisions applying to regular employees have been fulfilled.
 - (j) If a posted vacancy is not filled within sixty (60) calendar days, it shall be re-posted.
- 12:03 (a) No employee shall be forced to accept a change in position without her/his consent unless her/his former position is redundant or obsolete, subject to Clause 13:09.

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

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

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

12:04 Contracting Out: 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: Role of Seniority in Filling Job Vacancies:

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) the principle that job opportunity may increase in proportion to length of service.

In filling job vacancies, including new positions, promotions, transfers, whether permanent or temporary, the job shall be awarded to the senior applicant provided she/he is able to satisfy the posted requirements stated in Clause 12:02 (c).

12:06 **Training: Training:**

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

Where a posted position is not filled internally, where feasible, the employer may post a training position which will require lesser qualifications and result in the successful applicant being paid at a salary level that is one job grouping lower than the regular level.

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

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: Rate of Pay on Promotion:**

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

12:08 **Temporary Transfer to a Higher Rated Job: Temporary Transfer to a Higher Rated Job:**

- (a) An employee temporarily relieving in a higher paying job vacancy shall be paid at the higher rate for the period so employed. This provision shall not apply for brief periods of less than one (1) day, except if an employee is required to work at a higher classification on a recurring basis, i.e., scheduled number of hours each day, each week or each month, in which case the higher rate of pay shall apply. It is understood that the higher rate of pay shall be paid only in situations where an employee is performing the duties of the position that would have been performed by the incumbent.
- (b) If an employee is permanently promoted to a Bargaining Unit position in which she/he has been acting, time spent in the acting position shall be considered as time served towards the probationary/trial period providing such time has been spent in the acting position within 12 months prior to the promotion.

12:09 **Pay on Temporary Transfer, Lower Rated Job: Pay on Temporary Transfer, Lower Rated Job:**

- (a) When a regular employee is temporarily assigned to a position paying a lower rate, to suit the convenience of the Employer, her/his salary shall not be reduced. The term of such assignment shall not normally exceed three (3) months.
- (b) When a regular employee is temporarily assigned to a new position paying a lower rate, to suit the convenience of the employee, her/his salary shall be reduced to her/his current step of the appropriate job group.
- (c) When a regular employee makes a temporary lateral move, her/his salary shall not be reduced and movement on the salary scale shall not be affected.

12:10 An employee shall be covered by the Collective Agreement during the period of a temporary transfer outside the Bargaining Unit. Such transfer period will not exceed six (6) months, except for maternity and illness coverage, unless mutually agreed, in writing, by the parties.

12:11 Regular Employees on temporary transfer Regular Employees 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 Article 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 Regular Employees Completing a Temporary Assignment

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

ARTICLE 13 LAY-OFFS AND RECALLS ARTICLE 13 LAY-OFFS AND RECALLS

13:01 Definition of Lay-Off Definition of Lay-Off:

A lay-off shall be defined as a reduction in the workforce or a reduction in the hours of work.

13:02 Application Application:

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

13:03 Lay-off Procedure Lay-off Procedure

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their Bargaining Unit-wide seniority. 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. When an employee exercises her/his bumping rights, upon assuming the new position her/his salary may remain at her/his current step or may be reduced by one step, depending on her/his practical training and knowledge.
- (b) The parties agree that temporary employees will be laid off before regular employees provided the employee is able to satisfy the requirements of the job description and temporary employees will not be allowed to bump regular employees.
- (c) Employees exercising bumping rights shall make their decision with five (5) working days of notification of lay-off.
- (d) In the event of reduced hours, the member with the least bargaining unit wide seniority within the classification shall have her/his hours reduced.
- (e) Hours of work shall not be reduced, in multiple situations, in lieu of regular position deletion (in which case full lay-off and bumping rights shall be exercised).

- (f) Any employee given layoff notice and accepting layoff rather than exercising any bumping rights will be subject to first recall on all casual, temporary and regular positions, providing she/he can adequately perform the work available.

13:04 Recall Procedure Recall Procedure

- (a) Employees shall be recalled in reverse order of lay-off provided they are able to satisfy the requirements of the job description and specifications of the available position.
- (b) Employees shall be notified by registered mail to the last known address and must respond within two (2) MSA working days of recorded receipt or attempted delivery by the Post Office and must return to work within ten (10) MSA 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.
- (c) The notice of recall shall include the position available, salary range, and date on which the position commences, such date to allow adequate time to rearrange the employee's schedule.
- (d) The employee shall be responsible for keeping the Employer advised of her/his current address.
- (e) Subject to Clause 13:04(a), in the event of an emergency which requires an immediate return to work, and the most senior individual on the recall list is not able to return immediately, then the Employer shall be entitled to proceed to the next most senior employee on the list, and so on, until a suitable employee is found to be available for such immediate temporary return, until the most senior employee is available.
- (f) Any increase in hours shall be offered to the most senior employee in a "reduced hour" situation within that classification until her/his original hours have been reinstated.

13:05 No New Employees 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 13:04 (a).

13:06 Advance Notice of Lay-Off Advance Notice of Lay-Off:

All regular employees shall be given two (2) weeks notice of lay-off or two (2) weeks salary in lieu of notice.

13:07 Benefits Benefits

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

13:08 Super Seniority Super Seniority:

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

13:09 **Job Security** **Job Security**

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

- (a) The Employer undertakes to inform the Union of any proposed action under these 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.
- (b) The Executive Board of C.U.P.E. 1816 and the designated employer representatives shall have the authority to waive certain provisions of Clauses 12:01; 12:02; 12:03 (b), (c), and 12:05 in order to facilitate full employment within the organization.
- (c) Any employee assuming new duties in order to remain employed by the organization shall remain in their existing classification with all associated wages and benefits for a period of six (6) months whereupon she/he shall assume the new classification with all associated wages and benefits.

13:10 **Union Notification of Changes** **Union Notification of Changes:**

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

ARTICLE 14 **RETRAINING** **ARTICLE 14** **RETRAINING**

14:01 **Retraining Programme** **Retraining Programme:**

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

- (d) Re-training shall be provided without cost and without loss of pay to the affected employee. The regular employee shall continue to receive regular salary increases in accordance with the Collective Agreement.
- (e) Upon successful completion of the training period the employee will receive the correct rate of pay for the position.
- (f) The Executive Board of CUPE 1816 and the designated Employer representatives shall have the authority to waive certain provisions of Article Twelve.
- (g) Where employees are not trainable for vacant positions, Clause 14:02 shall come into effect.

14:02 Retraining not Practical Retraining not Practical:

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

- 1) accept separation pay in accordance with Clause 14:03;
- 2) be placed on the recall list per Clause 13:04;
- 3) exercise their seniority rights by bumping.

14:03 Separation Pay Separation Pay:

The Employer will pay separation allowance to employees with one (1) or more years seniority displaced by technological changes in the event that Clause 14:01 (Retraining Programme) does not apply.

Separation allowance will be paid to eligible employees displaced by technological changes based on the years of continuous service with the Employer as follows:

- (a) One (1) week's pay per year of service at their current daily rate up to a maximum of twenty-six (26) weeks pay. Such twenty-six (26) weeks pay will include the two (2) weeks pay which may be given in lieu of notice. All vacation allowances to which the employee may be entitled will be paid in addition to the twenty-six (26) weeks maximum.
- (b) Separation allowance shall be due and payable to the displaced employee immediately upon separation.

ARTICLE 15 HOURS OF WORKARTICLE 15 HOURS OF WORK

15:01 Preamble Preamble:

The hours of work for all employees except Computer Operators shall be based on the flex hour system. Co-operation is the underlying principle of this system.

15:02 **Standard Flexible Hours Standard Flexible Hours (see Clause 15:10 for 'Exceptions'):**

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

The following hours will apply:

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

15:03 **Lunch and Rest Periods Lunch and Rest Periods:**

- (a) Lunch Period - at least one-half (1/2) hour, to be taken approximately midway through each working day;
- (b) Rest Period - all employees may take a rest period of fifteen (15) minutes approximately midway through each of the first and second half of the working day.

15:04 **Estimated Hours Estimated Hours (see Clause 15:10 'Exceptions'):**

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

15:05 **Timekeeping Timekeeping**

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

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

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

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

15:06 **Flex Time Flex Time:**

Employees may credit or debit a maximum of fourteen (14) hours in each calendar month, which must be included in the calculation of hours in the following month.

Employees may, with the approval of the Department Manager, exceed the fourteen (14) hours credit or debit, during any period within the month. **UNDER NO CIRCUMSTANCES**

shall any employee accumulate in excess of fourteen (14) hours credit or debit at the end of each month. Banked time does not have to be carried forward to the next month.

Employees who are in excess of fourteen (14) hours permitted credit shall not receive any compensation for the excess worked.

Employees who exceed the maximum fourteen (14) hours of debited time permitted at month end shall have such excess time deducted from their salary.

15:07 Time Off Time Off:

With the approval of the Department Manager, employees may take time off at any time under the credit/debit system. Requests for time off should be submitted with the estimated hours of work on or before Wednesday of each week for time off desired in the following week. Approval shall be given not later than 11:30 a.m. on the Friday 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.

In the event of an emergency situation, after agreement with the Union Executive Board, the Manager may suspend flex days off for a specified period of time.

15:08 Sick Time 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 Overtime Overtime (See Clause 15:10 'Exceptions')

Once an employee has submitted an estimated starting and finishing time for the following week and overtime is subsequently requested by the Department Manager, such employee may not change the estimated finishing time unless it is mutually agreed. Such employee shall only be paid overtime rates after seven (7) hours. Additional time requested by the Employer over and above the approved estimated time may be banked at overtime rates or paid at overtime rates in accordance with Article 16. Overtime shall not be credited on the time sheets.

15:10 Exceptions:

(a) Programmers and Internal Analysts Programmers and Internal Analysts

- (1) All Programmers and Internal Analysts shall participate in a form of flexible hours based on a thirty-five (35) hour, seven (7) day week.

- (2) Programmers and Internal Analysts may choose to work any hours desired in any twenty-four (24) hour day, after agreement with the Manager.
- (3) At least monthly, every Programmer and Internal Analyst will submit a summary of hours worked. Estimated hours will not be required.
- (4) Overtime: Any overtime requested and approved, shall be paid or banked at overtime rates.

(b) Outside Marketing and Outside Service Representatives Outside Marketing and Outside Service Representatives

- (1) Core hours shall not apply to Outside Marketing and Outside Service Representatives.
- (2) Outside Marketing and Outside Service Representatives will receive compensating time off if they are required to perform evening work or travel on a weekend. The Representative must report any time earned to the Manager immediately, and compensating time shall be arranged at a time mutually agreeable to both parties. The compensating time must be taken within thirty (30) days of earning the time.

(c) Representatives of MSA Representatives of MSA

Employees requested to perform evening work, weekend work or travel on a weekend in conjunction with seminars and conferences 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. The compensating time off must be taken within thirty (30) days of earning the time. Such work shall be on a voluntary basis only.

15:11 Computer Operators' Hours of Work Computer Operators' Hours of Work:

- (1) All Computer Operators shall work eight and three quarter (8 3/4) hours daily, four (4) days a week. Computer coverage shall be guaranteed on a twenty-four (24) hour, seven (7) day week basis. (Subject to Weekend Shift clause.)

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

(2) Shift Schedules:

Intermediate and Junior

Monday Tuesday Wednesday Thursday Friday

A	A	A	A	
	B	B	B	B
	C	C	C	C
D	D	D	D	

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

Each employee may:

- (a) work such overtime and receive payment for additional hours worked.
- (b) take compensating time off at a date mutually agreeable with the Manager. Such time off shall be equal to overtime rates as indicated in Clause 16:04. Compensating time off shall be taken within twelve (12) months of accrual. The total number of hours banked at any one time shall not exceed thirty-five (35) hours.
- (c) having elected choice (a) or (b) above such decision may not be reversed except as mutually agreed upon between the employee and the appropriate Department Manager.

16:04 Overtime Rates Overtime Rates:

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

- (a) Time and one-half for the first two (2) hours in any one day or the first eight (8) hours in any one week - double time thereafter.
- (b) Time worked on Saturday shall be at time and one-half for the first two (2) hours and double time thereafter unless the eight (8) hours maximum in that week has been reached prior to the expiration of the first two (2) hours. Time worked on Sunday shall be at double time. (See 'Exceptions' Clause 16:10)
- (c) All time worked on, Statutory or proclaimed holidays shall be paid at double time (2x) the regular hourly rates.
- (d) Daily overtime, Sunday or Statutory Holiday hours worked and paid for at premium rates shall not be counted in calculating weekly hours worked for the payment of weekly overtime.
- (e) In any case where two or more premiums are applicable for the same hours worked, the highest premium shall be paid but in no case will more than one premium be paid for the same hour or hours.

16:05 All regular and part-time employees shall be paid at straight time rates for all hours worked up to seven (7) hours per day, regardless of estimated daily hours previously posted, then overtime rates as outlined above shall prevail.

16:06 No employee shall be required to lay off during regular hours to equalize any overtime rates.

16:07 Employees called back to work outside regular working hours shall be paid for a minimum of four (4) hours at overtime rates. Programmers and Internal Analysts will be excluded from this provision and time worked shall be calculated at overtime rates. Call-back hours are calculated from the time the employee arrives at the Employer's premises until the time she/he leaves the premises at the completion of the assigned duties. The employee shall be paid a total of one (1) straight hour for travel to and from the Employer's place of business for each call-out.

16:08 No employee shall be required to work split work days. However, Programmers and Internal Analysts may be excepted from this clause if mutually agreed upon by the employee and Manager. Every effort shall be made by the Employer to keep split work days to a minimum. Where split work days are agreed upon, one (1) hour travel time shall be paid at regular time.

16:09 Employees required to work two (2) hours overtime at the end of any day or shift shall be paid a meal allowance of up to eight dollars (\$8.00) upon presentation of a meal check. This meal may be taken prior to, during, or after the overtime period.

Meal allowance will be paid to employees on the last pay period of each month.

16:10 Outside Marketing and Outside Service Representatives will be exempt from the overtime provisions of the Collective Agreement as defined in this Article.

Computer Operators whose regular shift includes Saturday and/or Sunday shall be exempt from Clause 16:04 (b).

16:11 Employees accepting overtime assignments in departments other than their current department, must advise their current department manager prior to accepting such overtime work in another area.

16:12 **Shift Differential: 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 POLICYARTICLE 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 Wage Indemnity benefits under 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 Wage Indemnity.

(b) The maximum number of sick days paid under this Clause in a twelve (12) month calendar year is twelve (12), with the exception of:

those employees who work a four (4) day week and hired on or after February 1, 1983, the maximum number of sick days paid under this clause in a twelve (12) month calendar year is nine (9).

**** Calendar year refers to twelve months - January 1 - December 31.**

(c) An employee who uses no sick leave in a twelve (12) month calendar year shall be paid the equivalent of three (3) days pay at straight time rates in January of the following year.

An employee who uses one sick day in a twelve (12) month calendar year shall be paid the equivalent of two (2) days pay at straight time rates.

An employee who uses two sick days in a twelve (12) month calendar year shall be paid the equivalent of one (1) days pay at straight time rates.

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 ABSENCEARTICLE 18 LEAVE OF ABSENCE

18:01 Special Special:

Employees may be granted leaves of absence without pay for sufficient reason, provided however that the employee has passed initial probation. A leave of absence permit must be in writing and signed by an authorized official of the Employer. Such authorization shall not be unreasonably withheld.

18:02 Bereavement Bereavement:

In the case of a death in the immediate family of an employee, the Employer will grant the employee a leave of absence with pay up to a maximum of four (4) MSA days at the discretion of the employee. The immediate family shall mean mother, father, step-parent, legal guardian, spouse, common-law spouse, children, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, common-in-laws, grandparents and step-grandparents. The Employer may grant further compassionate leave without pay contingent upon the circumstances. Such further leave will not be unreasonably denied.

18:03 Court Court:

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

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

- (c) Employees called to serve on juries or to obey a subpoena shall receive their salaries less their jury or witness compensation for each working day she/he is required in court. Where employees are released from service in the courts, and there is more than one hour to the end of the scheduled shift, the employee is expected to return for such period.
- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above court leaves, the employee shall advise her/his supervisor as soon as she/he becomes aware that such leave is required.

18:04 Maternity Maternity:

- (a) Leave of absence in case of pregnancy shall be granted in accordance with the Employment Standards Act.
- (b) All employees on maternity leave are required to confirm their intention to return to work at least one (1) calendar month prior to the expiration date of such leave.

18:05 Union 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 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 two or three representatives, depending on circumstances, shall be away at any one time and further, that the following guidelines be observed in requesting and granting such leaves:
 - Departments of less than 10 employees - 1 representative
 - Departments of 10 or more employees - 2 representatives

Leaves of Absence shall not exceed two (2) consecutive weeks and request 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 one (1) year provided the Employer is given a minimum of one (1) month's notice, whenever possible, to find a suitable replacement.
- (e) The time limits set in this clause may be extended by mutual agreement of the parties to this Agreement.

18:06 Benefits During Leave of Absence Benefits During Leave of Absence:

For employees who are absent from work on any authorized leave of absence as outlined in Clauses 18:01 to 18:05 inclusive, and 22:02 (b)(2), the Employer shall pay its share of all benefits of this Agreement as outlined under Article 20, for a period of up to four (4) months. After four (4) months an employee may, by paying the entire premium, continue under the benefit plan while on leave of absence for a period of up to one (1) year.

18:07 Failure to Return from Leave of Absence Failure to Return from Leave of Absence:

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

18:08 Abandonment of Position Abandonment of Position:

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

18:09 Adoption/Parental Leave Adoption/Parental Leave

- (a) Regular employees shall be granted adoption/parental leave in accordance with the Employment Standards Act.
- (b) An employee on adoption/parental leave shall confirm their intent to return to work at least one (1) calendar month prior to the expiration of such leave.

ARTICLE 19 VACATION AND STATUTORY HOLIDAYSARTICLE 19 VACATION AND STATUTORY HOLIDAYS

19:01 Vacation Vacation

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

- 19:02 (a) If on a four (4) day week, during her/his first vacation year of employment an employee shall earn a maximum paid vacation entitlement of six (6) working days for the first six (6) months worked or a maximum of twelve (12) working days for twelve (12) months worked.
- (b) If on a five (5) day week, during her/his first vacation year of employment an employee shall earn a maximum paid vacation entitlement of eight (8) working days for the first six (6) months worked or a maximum of fifteen (15) working days for twelve (12) months worked, calculated on a basis of a twelve month period with a total eligibility of fifteen (15) working days: $15 \text{ divided by } 12 = 1.25 \text{ working days per month, i.e.:}$

Months Employed and Entitlement

1 month	=	1.25	=	1 day
2 months	=	2.50	=	3 days
3 months	=	3.75	=	4 days
4 months	=	5.00	=	5 days
5 months	=	6.25	=	6 days
6 months	=	7.50	=	8 days
7 months	=	8.75	=	9 days
8 months	=	10.00	=	10 days
9 months	=	11.25	=	11 days
10 months	=	12.50	=	13 days
11 months	=	13.75	=	14 days
12 months	=	15.00	=	15 days

- (c) No vacation may be taken before the employee has completed six (6) months employment or has completed initial probation, whichever is longer. Having satisfied this condition the employee will then be entitled to receive a paid vacation of six (6) working days if on a four (4) day week, or eight (8) working days if on a five (5) day week, which if taken will be deducted from her/his total entitlement for that vacation year.

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

- 19:03 During her/his second (2nd) to fifth (5th) vacation year inclusive, an employee will earn a paid vacation entitlement of twelve (12) working days if on a four (4) day week, or fifteen (15) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or six (6) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- 19:04 During her/his sixth (6th) to tenth (10th) vacation year inclusive, an employee will earn a paid vacation entitlement of sixteen (16) working days if on a four (4) day week, or twenty (20) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or eight (8) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- 19:05 During her/his eleventh (11th) to fifteenth (15th) vacation year inclusive an employee will earn a paid vacation entitlement of twenty (20) working days if on a four (4) day week, or twenty-five (25) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or ten (10) percent of gross earnings for the period in which the vacation was earned, whichever is greater.
- 19:06 In the sixteenth (16th) vacation year of employment and each year thereafter an employee will earn a paid vacation entitlement of twenty-four (24) working days if on a four (4) day week, or thirty (30) working days if on a five (5) day week. Pay for such vacation shall be at the employee's current salary or twelve (12) percent of gross earnings for the period in which the vacation was earned, whichever is greater.
- 19:07 **Supplementary Vacations Supplementary Vacations**

Years of Completed Service

**Working Days of
Supplementary Vacation**

After five (5) (one time only)

Four (4) working days if on a four (4) day week and five (5) working days if on a five (5) day week.

After ten (10) (one time only)

Eight (8) working days if on a four (4) day week and ten (10) working days if on a five (5) day week.

After fifteen (15) (one time only)

Twelve (12) working days if on a four (4) day week and fifteen (15) working days if on a five (5) day week.

All supplementary vacations must be taken within two (2) years of being earned.

19:08 Pro-Rated Vacation Adjustment Pro-Rated Vacation Adjustment:

Employees may take their paid vacation entitlement during the vacation year in which it is being earned, but if they subsequently terminate in that year a pro-rated adjustment will be made to the employee's final pay cheque if the vacation time exceeds the paid vacation earned.

19:09 Unbroken Vacation Period Unbroken Vacation Period:

In accordance with Clause 19:11, vacations may be taken in partial weeks. If any employee wishes her/his entire vacation in an unbroken period, she/he shall inform management of this fact as early as possible, and every effort will be made to grant this request subject to the exigencies of the operation.

Employees anticipating a requirement for an extension to their total vacation entitlement in the next vacation year are entitled to carry over one (1) week of their current vacation entitlement. This carry-over should be applied for at the time vacation schedules are circulated and must be taken in the next vacation year. Any changes to the carry-over entitlement shall be subject to the approval of the Department Manager. The value of the carried week will be pegged to the prevailing contract at the time the option is exercised.

**19:10 Compensation for Holidays Falling Within Scheduled Vacation
Compensation for Holidays Falling Within Scheduled Vacation:**

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

19:11 **Vacation Schedules Vacation Schedules:**

Employees within each department shall select their vacation periods in order of their Bargaining Unit seniority. Vacation schedules shall be posted by March 1 of each year based on vacation requests submitted by February 15 and shall not be changed unless mutually agreed upon by the employee and the Employer.

19:12 **Vacation Pay on Termination Vacation Pay on Termination:**

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

19:13 No employee shall be required to work during her/his scheduled vacation period.

19:14 In the event a temporary employee gains regular full time employment as outlined in Clause 2:04, it is understood and agreed that accrued vacation entitlement earned while a temporary employee may not be used until after the requirements of Clause 19:02 (c) have been fulfilled and that the entitlement may only be taken as days earned.

19:15 **Displaced Vacation Displaced Vacation:**

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

19:16 **Statutory Holidays (Paid) Statutory Holidays (Paid):**

The Employer recognizes the following as paid holidays:

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

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

19:17 **Compensation for Holidays Falling on Saturday and/or Sunday Compensation for Holidays Falling on Saturday and/or Sunday:**

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

19:18 **Compensation for Holidays Falling on Scheduled Day Off 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 ARTICLE 20 BENEFITS

20:01 Union Pension Plan Union Pension Plan:

(a) Eligibility:

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

(b) Leave of Absence:

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

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

The Employer shall not contribute during any leave except maternity leave. If an employee returns to work, any leave period shall be included in years of participation for vesting purposes. After twelve (12) months absence the employee shall be deemed to have resigned from the Pension Plan.

(c) Lay-Offs: During a time of lay-off an employee has the following options:

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

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

If option (ii) above is chosen, the lay-off period does not contribute to years of participation for vesting purposes.

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

(d) Normal retirement shall be at age 65.

(e) The monthly contributions to the Plan shall be:

Employee - 5% of gross basic salary.
Employer - 5% of gross basic 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 may contribute additional amounts on a voluntary basis.

(f) **Death Benefit:**

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

(g) **Disability Benefits**

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

(h) **Vesting**

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

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

Years of Participation in a Pension Plan while employed by MSA	%	% of Company's <u>Contribution</u>	% of Own <u>Contribution</u>
Less than 5	5	0	100
5	5	20	100
6	6	40	100
7	7	60	100
8	8	80	100
9	9	100	100

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

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

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

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

(j) **Locking-In**

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

(k) A joint committee of two (2) Union and two (2) Management representatives will review the performance of the Plan at least annually and make recommendations as required. If the committee cannot agree on recommendations, a mutually agreed upon independent arbitrator shall review the performance of the Plan.

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

20:02 (a) **Group Life Insurance Group Life Insurance:**

Subject to insurability requirements of the carrier which shall be British Columbia Life & Casualty Company, basic coverage and Accidental Death and Dismemberment for all regular employees shall commence **six (6) months** from date of hire based on one hundred and fifty (150%) percent annual salary (Life and A.D.&D.).

Coverage shall be adjusted when an employee successfully completes the probationary period in a new job, progresses through job increments or as a result of Collective Bargaining increases.

The cost of such coverage shall be borne one hundred (100%) percent by the Employer.

(b) **Optional Life Optional Life**

All regular employees shall have access to British Columbia Life & Casualty Company's Optional Life & Spousal Benefits coverage.

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

20:03 **Medical Services Plan Medical Services Plan:**

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

Eligible dependents are defined as:

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

20:04 **Extended Health Benefit Plan Extended Health Benefit 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 (100) percent by the Employer. This E.H.B. coverage will have no deductible, with reimbursement at one hundred (100) percent with a lifetime maximum of \$1,000,000. Benefits will include:

- (a) Daily hospital co-insurance charge;
- (b) Vision care - Effective February 1992, \$300.00 payable every two (2) years.

- (c) Transportation to and subsistence in an alcohol, drug or other rehabilitation institute;
 - (d) Oral Contraceptives, fertility drugs prescribed by M.D.
 - (e) Hearing Aids for Adults
 - (f) Orthotics - Adult & Children - \$350 per CYM
 - (g) Chiro X-Rays - \$50.00 CYM
 - (h) Paramedical - \$500 CYM
- (2) Eligible dependents are defined as:
- (a) a spouse, common-law spouse,
 - (b) any child, stepchild, legally adopted child, or legal ward of the Member who is unmarried and dependent on the Member, and under the age of 21 years or is under the age of 25 years and is in full time attendance at a recognized educational institute and any age if handicapped, provided such person is mainly dependent on and living with the covered Member or the spouse, and is not entitled to extended health benefit plan coverage through her/his own employment.

20:05 Dental Plan 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 - 75%
 - Plan C - 60% member, spouse and dependent children shall be covered maximum lifetime benefits of \$2,500.00 per person
 - (b) The cost of such a plan shall be borne one hundred (100) percent by the Employer.
 - (c) Enrolment in the dental plan shall be a condition of employment subject to the standard 'spouse covered' exception.
- (2) Eligible dependents are defined as:
- (a) a spouse, common-law spouse,
 - (b) any child, stepchild, legally adopted child or legal ward of the Member who is unmarried, and under the age of 21 years, age 25 if in full time attendance at a recognized educational institution and any age if handicapped, provided such person is mainly dependent on and living with the covered Member or the spouse, and is not entitled to dental coverage through her/his own employment.

20:06 **Wage Indemnity** **Wage Indemnity:**

All regular employees shall be covered **six (6) months** from their date of hire. Coverage shall be fifty-two (52) weeks of benefit at the maximum benefit equivalent to the U.I.C. level commencing:

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

Employer shall pay the employees full salary less whatever benefits she/he receives under Wage Indemnity or Workers Compensation benefit.

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

The cost to the employee shall be one-quarter (1/4) of one (1%) percent of salary to the U.I.C. level. The Employer shall pay the balance.

20:07 **Travel Protection Plan** **Travel Protection Plan:**

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

Eligible dependents are defined as:

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

20:08 **Long Term Disability** **Long Term Disability:**

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

Benefit Design:

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

Monthly Benefit:

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

Employee's Responsibility:

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

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

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

20:09 Severance Policy of MSA Severance Policy of MSA:

- (a) Employees shall be covered by the "Employees' Protection Against Loss of Income Policy", as per the Directors' Resolution dated June 3, 1965, and as presented to the Union on September 18, 1975.
- (b) Those employee benefits being provided to an employee at the date of termination will continue for the period of entitlement to salary benefits. Where an employee has obtained other employment but is entitled to partial severance benefits, the Employer agrees to continue those benefits that are not obtainable through her/his current employer, for a maximum period of two (2) months for each year of seniority as calculated at the date of termination.
- (c) It is agreed by both parties that employees who have received severance benefits shall not be re-hired at any future date by the Employer.

20:10 Retired Employees (Dental and Extended Health) Retired Employees (Dental and Extended Health)

Employees who retire at or after 55 years of age, and who have a minimum of ten years continuous service at MSA and who were members of the respective plans at retirement may continue as members of the Retired Employees' Plan with 75% of premiums paid by the employer and 25% by the employee. This coverage shall apply to MSA retired employees and their spouse.

ARTICLE 21 POLICIES CONCERNING THE MARKETING REPRESENTATIVES
21 POLICIES CONCERNING THE MARKETING REPRESENTATIVES

- 21:01 (a) All Outside Marketing Representatives shall have an equal choice in selection of a particular model of the approved Company car. Accessories such as power steering and power brakes may be added; however, the Company retains the right to refuse those items that would greatly impair the fuel economy (e.g., air conditioning of the car). Engine size will be reviewed from time to time to ensure it is meeting with the desired efficiencies.
- (b) The Company will contribute up to \$350.00 per month toward the lease of Company approved automobiles equipped with Company approved accessories.
- 21:02 The amount of out-of-town advances will be determined by the Marketing Manager.
- 21:03 Additional life insurance in the amount of \$100,000.00 will be provided for Outside Marketing and Outside Service Representatives. Insurance will be payable under the conditions specified in the contract between MSA and the Underwriter, but in general terms will be payable in the event of accidental death while travelling on MSA business.

ARTICLE 22 SPECIAL CONDITIONS
ARTICLE 22 SPECIAL CONDITIONS

22:01 Taxi Service Taxi Service:

- (a) When an employee is called in to work between 11:30 p.m. and 7:00 a.m. or is kept at work so that her/his leaving time is between these hours and when the employee's regular shift does not start or finish within these hours, taxi service or equivalent to and/or from the home of the employee will be provided by the Employer.
- (b) Any employee who lives outside City Limits and does not have her/his own transportation is responsible for notifying her/his Manager of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

22:02 (a) Protective Clothing and Equipment Protective Clothing and Equipment:

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

(b) Visual Display Terminal Provisions Visual Display Terminal Provisions

- (1) (i) Employees who work a minimum of two (2) hours daily, on average, monitoring video display terminals shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice prior to initial assignment to VDT equipment and after six (6) months, a further test, and annually thereafter.
- (ii) The examination shall be at the Employer's expense where costs are not covered by insurance. The cost of an unattended scheduled appointment shall revert to the employee.
- (iii) The Employer shall grant leave of absence with pay to a maximum of one (1) hour for each appointment.
- (2) Pregnancy: Pregnant employees shall have the option to refuse to operate a visual display terminal. In any such instance, the Employer shall, where

possible, reassign the pregnant employee to another work assignment at the appropriate rate of pay, or where this is not possible, offer the employee leave of absence without pay. Benefits shall be available under Clause 18:06 until such time as the employee qualifies for maternity leave provisions.

22:03 Legal Assistance 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 Bulletin Board:

The Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees, on the Union bulletin board in the cafeteria. During election campaigns, any notices containing political campaign literature will not be posted.

22:05 Computer Work Continuity Computer Work Continuity:

In case of work stoppage and/or picket line, the Union agrees that one or more computer operators and keypunch operators as necessary will be allowed into the MSA premises to perform the necessary operations for outside organizations who have contracted for computer time with MSA Business Services Ltd.

It is agreed that in the above situation, only outside contract computer work will be performed and that the individuals concerned will meet with a Union and Employer representative in order to clarify the limits as to the work that may be performed.

22:06 Picket Line 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.

22:07 No Deduction for Accidental Damage No Deduction for Accidental Damage:

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

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

22:08 Cash Shortages 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.

22:09 Sexual Harassment Sexual Harassment:

The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace. The

Employer undertakes to discipline any person employed by the Employer, shown to be engaging in the sexual harassment of another employee.

A joint Employer/Union Committee shall establish policy procedures to deal with sexual harassment.

22:10 First Aid Attendants First Aid Attendants:

(a) The Employer will provide for one designated First Aid Attendant and one back-up attendant.

(b) First Aid and back-up First Aid Attendants will be chosen as follows:

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

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

Staff from management and from within the Bargaining Unit are eligible and seniority will be determined by service with the Employer.

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

- "C" - \$0.35 per hour
- "B" - \$0.45 per hour
- "A" - \$0.55 per hour

(d) The Employer will pay all course fees for the two designated positions.

22:11 Casual Employees Casual Employees

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

- i) Casual Employees shall be comprised solely of former employees. Such employees shall be rehired only for job duties previously performed, in order to ease workloads of existing employees during unforeseen situations involving unanticipated staff shortages or temporarily increased workloads.
- ii) The hire of any Casual Employee shall not conflict with any provision of the Collective Agreement and, in particular, Section 12 "Promotion & Staff Changes."
- iii) Casual Employees shall be subject to applicable readmittance fees and Union dues.
- iv) Seniority shall not be established for Casual Employees.
- v) The Union shall be notified in writing on or before the date of hire of any Casual Employee, the following information:
 - 1. name of employee
 - 2. date of hire
 - 3. length of employment

4. salary
5. position to be filled
6. reason for hire
7. previous job duties performed

ARTICLE 23 JOINT COMMITTEES ARTICLE 23 JOINT COMMITTEES

23:01 The Labour Management Committee The Labour Management Committee

A Joint Labour Management Committee shall be maintained consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall have the full support of both parties in the interests of improved morale and job security for the employees and improved service to the public.

Function of the Committee

The Committee shall concern itself with the following general matters:

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

Meetings of the Committee

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

Chairperson of the Committee Meetings

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

Minutes of Meetings

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

Jurisdiction of the Committee

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

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

23:02 Health and Safety Committee Health and Safety Committee

A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) 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 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 60% paid by the Employer and 40% paid by the Union.

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

24:01 Education Allowances Education Allowances:

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

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

- (b) If an employee requests approval for a technical or academic course it shall be in writing, and if the Employer approves the request the cost of such course and any publications which the course demands be purchased by the student shall be paid for by the Employer upon proof of satisfactory course completion. If approval is denied the employee shall be given the reason for such denial, in writing.
- (c) The Employer agrees to review with the Union written requests from the Union for the Employer to participate in the salary cost of Union delegates to attend certain Union conventions and functions. The written request is to include all reasons for justification of cost sharing. At no time will Employer participation exceed fifty (50) percent of the salary for any one person or the equivalent of one salary where more than one delegate is to attend.

24:02 Mileage Allowance Mileage Allowance - Casual Use:

When an employee is requested to use her/his personal vehicle on the Employer's business, she/he shall be paid a mileage allowance of thirty (30) cents per kilometre (km).

24:03 Workers' Compensation Pay Supplement Workers' Compensation Pay Supplement:

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

24:04 Injury Pay Provisions Injury Pay Provisions:

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

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

24:05 Pay Days Pay Days:

The Employer shall pay salaries and wages semi-monthly in accordance with the wage schedule attached hereto and forming part of this Agreement. On the month-end cheque each employee shall be provided with an itemized statement of her/his wages, overtime and other supplementary pay and deductions. The mid-month cheque shall be an advance of not more than one-half (1/2) of the net pay for the month.

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

24:06 Vacation Pay Vacation Pay:

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

24:07 Appointments Requested by Employer 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 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 MSA. The date of advancement to a higher job group level will be known as the "Promotion Date".

25:02 Employees, where possible, will be hired into Step one (1) of the appropriate job group.

25:03 Increases will be given upon completion of the probationary period of six (6) months.

25:04 Increases thereafter will be given on the employee's anniversary date based on a twenty-four month four step increment pattern (i.e. six month start, six month second step, one year third step, then maximum).

25:05 Promotions Promotions:

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

25.06 (a) **SALARY SCALE EFFECTIVE FEBRUARY 1, 1995** **SALARY** **SCALE**
EFFECTIVE FEBRUARY 1, 1995 - Monthly

Job Group	Step 1	Step 2	Step 3	Step 4
1	2117	2179	2242	2307
2	2245	2312	2392	2474
3	2383	2463	2550	2642
4	2527	2619	2711	2809
5	2674	2768	2873	2981
6	2820	2925	3039	3160
7	2970	3087	3209	3339
8	3123	3246	3382	3523
9	3279	3416	3562	3716
10	3438	3585	3744	3909
11	3606	3762	3927	4098
12	3771	3933	4111	4290

OUT OF LINE SALARIES

EFFECTIVE FEBRUARY 1, 1995 - Monthly

Job Group	Step 1	Step 2	Step 3	Step 4
6	2894	3005	3123	3245
8	3219	3351	3490	3640
10	3573	3776	3941	4117
12	4148	4333	4523	4726

25:06 (b) **SALARY SCALE EFFECTIVE FEBRUARY 1, 1996**
EFFECTIVE FEBRUARY 1, 1996

SALARY

SCALE

Job Group	Step 1	Step 2	Step 3	Step 4
1	2159	2223	2287	2353
2	2290	2358	2440	2523
3	2431	2512	2601	2695
4	2578	2671	2765	2865
5	2727	2823	2930	3041
6	2876	2984	3100	3223
7	3029	3149	3273	3406
8	3185	3311	3450	3593
9	3345	3484	3633	3790
10	3507	3657	3819	3987
11	3678	3837	4006	4180
12	3846	4012	4193	4376

OUT OF LINE SALARIES

EFFECTIVE FEBRUARY 1, 1996 - Monthly

Job Group	Step 1	Step 2	Step 3	Step 4
6	2952	3065	3185	3310
8	3283	3418	3560	3713
10	3644	3852	4020	4199
12	4231	4420	4613	4821

(d) **SALARY SCALE EFFECTIVE FEBRUARY 1, 1997** **SALARY** **SCALE**
EFFECTIVE FEBRUARY 1, 1997

Job Group	Step 1	Step 2	Step 3	Step 4
1	2202	2267	2333	2400
2	2336	2405	2489	2573
3	2480	2562	2653	2749
4	2630	2724	2820	2922
5	2782	2879	2989	3102
6	2934	3044	3162	3287
7	3090	3212	3338	3474
8	3249	3377	3519	3665
9	3412	3554	3706	3866
10	3577	3730	3895	4067
11	3752	3950	4086	4264
12	3923	4092	4277	4464

OUT OF LINE SALARIES

EFFECTIVE FEBRUARY 1, 1997 - Monthly

Job Group	Step 1	Step 2	Step 3	Step 4
6	3011	3126	3249	3376
8	3349	3486	3631	3787
10	3717	3929	4100	4283
12	4316	4508	4705	4917

ARTICLE 26 C.O.L.A. ARTICLE 26 C.O.L.A.

26:01 (1) Effective February 1, 1992, all employees will be paid a cost-of-living allowance on the following basis:

(a) Base:

The January 1992 Vancouver Consumer Price Index (1986=100).

(b) Trigger:

Base +6.0%

(c) Once the C.O.L.A. has triggered, each 1% increase in the CPI shall produce a C.O.L.A. payment equal to 1% of each employee's base salary. A decrease in the CPI will produce a similar decrease in C.O.L.A. payments, except where roll-in has been determined as detailed in Clause 25:01(g).

(d) Rounding:

The C.O.L.A. will be rounded off to the nearest whole percentage, with any amount of .5% or more rounded up and any less than .5% rounded down.

(e) Ceiling: 9.0%

The maximum net C.O.L.A. bonus payable will be 3%.

(f) Payment:

Once the C.O.L.A. has triggered, payment will be monthly, with payment based on the previous month's CPI, i.e., the CPI for January will determine the size of the February C.O.L.A. The last C.O.L.A. payment will be made in February 1993.

(g) Roll-In:

The February 1, 1993 C.O.L.A. roll-in will be determined by the highest C.O.L.A. amount paid for the following months (April, 1992, July, 1992, October, 1992 and January, 1993) and will be rolled into the base salaries detailed in Clause 24:06 to form new base salaries. A minimum C.O.L.A. payment will not be less than the previous Indicator Month, (April, July, October, January).

(h) Changes in the Consumer Price Index:

If the CPI becomes unavailable in its present form, both parties agree to renegotiate the C.O.L.A. Should no agreement be reached, the dispute will be resolved by the Arbitration Procedure described in this Agreement.

26:01 (2) Effective February 1, 1993, all employees will be paid a cost-of-living allowance on the following basis:

(a) Base:

The January 1993 Vancouver Consumer Price Index (1986=100).

(b) Trigger:

Base +6.0%

- (c) Once the C.O.L.A. has triggered, each 1% increase in the CPI shall produce a C.O.L.A. payment equal to 1% of each employee's base salary. A decrease in the CPI will produce a similar decrease in C.O.L.A. payments, except where roll-in has been determined as detailed in clause 25:01 (g).

- (d) Rounding:

The C.O.L.A. will be rounded off to the nearest whole percentage, with any amount of .5% or more rounded up and any less than .5% rounded down.

- (e) Ceiling: 9.0%

The maximum net C.O.L.A. bonus payable will be 3%.

- (f) Payment:

Once the C.O.L.A. has triggered, payment will be monthly, with payment based on the previous month's CPI, i.e., the CPI for January will determine the size of the February C.O.L.A. The last C.O.L.A. payment will be made in February 1994.

- (g) Roll-In:

The February 1, 1994 C.O.L.A. roll-in will be determined by the highest C.O.L.A. amount paid for the following months, (April, 1993, July, 1993, October, 1993 and January, 1994) and will be rolled into the base salaries detailed in Clause 24:06 to form new base salaries. A minimum C.O.L.A. payment will not be less than the previous Indicator Month, (April, July, October, January).

- (h) Changes in the Consumer Price Index:

If the CPI becomes unavailable in its present form, both parties agree to renegotiate the C.O.L.A. Should no agreement be reached, the dispute will be resolved by the Arbitration Procedure described in this Agreement.

- 26.01 (3) Effective February 1, 1994, all employees will be paid a cost-of-living allowance on the following basis:

- (a) Base:

The January 1994 Vancouver Consumer Price Index (1986=100).

- (b) Trigger:

Base +5.5%

- (c) Once the C.O.L.A. has triggered, each 1% increase in the CPI shall produce a C.O.L.A. payment equal to 1% of each employee's base salary. A decrease in the CPI will produce a similar decrease in C.O.L.A. payments, except where roll-in has been determined as detailed in clause 25:01 (g).

- (d) Rounding:

The C.O.L.A. will be rounded off to the nearest whole percentage, with any amount of .5% or more rounded up and any less than .5% rounded down.

- (e) Ceiling: 8.5%

The maximum net C.O.L.A. bonus payable will be 3%.

- (f) Payment:

Once the C.O.L.A. has triggered, payment will be monthly, with payment based on the previous month's CPI, i.e., the CPI for January will determine the size of the February C.O.L.A. The last C.O.L.A. payment will be made in February 1995.

- (g) Roll-In:

The February 1, 1995 C.O.L.A. roll-in will be determined by the highest C.O.L.A. amount paid for the following months, (April, 1994, July, 1994, October, 1994 and January, 1995) and will be rolled into the base salaries detailed in Clause 24:06 to form new base salaries. A minimum C.O.L.A. payment will not be less than the previous Indicator Month, (April, July, October, January).

- (h) Calculation of C.O.L.A. Payment

The C.O.L.A. roll-in will be determined as follows:

Payment of 1% - 1% roll-in

Payment of 2% - 2% roll-in

Payment of 3% - 2% roll-in

MAXIMUM MONTHLY C.O.L.A. PAID 3%

MAXIMUM ROLL-IN TO BASE SALARIES - 2%

- (i) Changes in the Consumer Price Index:

If the CPI becomes unavailable in its present form, both parties agree to renegotiate the C.O.L.A. Should no agreement be reached, the dispute will be resolved by the Arbitration Procedure described in this Agreement.

**ARTICLE 27 RECLASSIFICATION AND/OR NEW POSITIONS ARTICLE 27
RECLASSIFICATION AND/OR NEW POSITIONS**

27:01 In order to assure maintenance of the Job Evaluation Program, the Maintenance Procedure Manual dated April 28, 1994, shall be attached to and form part of this Agreement.

27:02 When duties or specifications in any classification are changed or increased or when a position not covered in this Agreement is established during the term of this Agreement, it shall be subject to Job Evaluation.

27:03 No Reduction in Wages No Reduction in Wages:

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

**ARTICLE 28 PRINTING OF COLLECTIVE AGREEMENT 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 ARTICLE 29 RETROACTIVITY

29:01 All salary, including that earned by EHB Offsite Assessors, overtime worked, shift differential, honorariums, EHB benefits, dental benefits, in the new Agreement shall be adjusted retroactively to February 1, 1995, for all employees who are actively on the payroll upon date of ratification by both parties.

ARTICLE 30 TERM OF AGREEMENT ARTICLE 30 TERM OF AGREEMENT

30:01 This Agreement shall be for the period from and including February 1, 1995 to and including January 31, 1998, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

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

30:02 No provision of this Collective Agreement or any Letter of Understanding attached hereto shall be altered or suspended without prior agreement of the Joint Negotiating Committee.

In Witness Whereof the parties have hereunto set their hand and seals this _____
day of _____, 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 1 LETTER OF UNDERSTANDING NUMBER 1

BETWEEN:

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: UNION EXPENSES UNION EXPENSES

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

- (a) Mailing machine
- (b) Copy machine
- (c) Typewriter
- (d) Audio-visual equipment
- (e) Folder/Inserter machine.
- (f) Personal Computer/printer
- (g) Facsimile Machine
- (h) AB Dick 360 - Printing Press

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

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

In Witness Whereof the parties have hereunto set their hand and seals this

_____ day of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 2 LETTER OF UNDERSTANDING NUMBER 2

BETWEEN:

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: EHB OFF-SITE ASSESSORS EHB OFF-SITE ASSESSORS

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

A. DEFINITIONS

Offsite positions are for the purpose of augmenting regular EHB Claims Assessors and shall be utilized for periods not to exceed six (6) calendar months at a time, unless mutually agreed between the Employer and the Union.

B. BENEFITS

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

C. HOURS OF WORK

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

D. OVERTIME

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

Time and one-half (x1½) for the first sixteen (16) hours earned in excess of seventy (70) hours in a two week period - double time (x2) thereafter.
- 3) Article 16:04 (b) applies to offsite employees.

Letter of Understanding Number 2 - continued

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 EHB Claims Assessors. Such employees shall be utilized during peak periods and to ease workloads of existing employees during unforeseen situations involving unanticipated staff shortages, or temporarily increased workloads;
- 2) Offsite EHB Claims Assessors shall not be utilized in the event that the number of regular inhouse EHB Claims Assessors falls below twenty-two (22) positions;
- 3) The number of offsite EHB Claims Assessors will not exceed seven (7);
- 4) Utilization of offsite employees shall not conflict with any provision of the Collective Agreement and, in particular, Section 12 "Promotion & Staff Changes";
- 5) Articles 3, 4, 5, 6, 7, 8, 9, 10 of the Collective Agreement and Clauses 11:05 (a) & (b), 15:04, 22:02 (b) (1) (i) & (ii); 22:03, 22:06, 22:07, 22:08, 23:01, 23:02, 23:03, 23:04, and 23:05 apply to Offsite EHB Claims Assessors in their entirety;
- 6) The Union will be notified in writing on or before the date of any offsite employees going online with the following information:
 - a) Name, address and telephone number of Employee;
 - b) Date of online access;
 - c) Length of employment.

F. SENIORITY

- 1) A separate seniority list shall be maintained for offsite employees for the purposes of allocating work and determining order of start up and layoffs.
- 2) Seniority shall be calculated and accumulated on the basis of service with the Employer, calculated from the date of hire as an Offsite EHB Claims Assessor and accumulated in the same proportion which time worked bears to full time.
- 3) Offsite employees shall be laid off before regular employees and temporary employees hired to augment the regular EHB Claims workforce.
- 4) Offsite EHB Claims Assessors cannot use their seniority for the purposes of bidding or posting into other bargaining unit positions.
- 5) Offsite employees may not exercise bumping rights.
- 6) Offsite employees shall be laid off in reverse order of their offsite seniority.

Letter of Understanding Number 2 - continued

G. CONDITIONS OF EMPLOYMENT

- 1) Offsite employees place of work will be their personal residence. Offsite employee residences must meet the requirements outlined by MSA Technical Services EHB OFFSITE EQUIPMENT INSTALLATION REQUIREMENTS. The technical manual requirements will be established by Information Services in accordance with BC TEL regulations and the Union and Offsite Employees will be notified of any changes in writing.
- 2) Offsite employees will be expected to consistently maintain minimum monthly hours and meet a production standard established by the Employer for offsite employees. Failure to do so may result in discipline as per Article 8 of the Collective Agreement. Time limits referred to in Article 8 would be extended in direct relation to actual time worked.
- 3) The Union may access the employees residence by appointment with the employee. Such meetings will cause no undue interference with work and will be unpaid for both employee and union representative(s).
- 4) The Employer will be responsible for the initial equipment installation charges and for any additional costs required by MSA. The offsite 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) preapproved courier delivery charges;
 - ii) communication line charges within the local telephone calling network;
 - iii) maintenance costs for required equipment.

H. WAGE AND INCREMENT SCALE

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

I. VOLUME

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

J. MEETINGS

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

K. SPECIAL CONDITIONS RE: PAYMENT OF WAGES AND ALLOWANCES

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

Letter of Understanding Number 2 - continued

L. TERM

This Letter of Understanding shall come into effect upon the date of ratification by the parties, and shall expire twelve (12) months following date of ratification. This letter is subject to review of the parties and may be amended, revised or renewed with mutual agreement of the parties.

In Witness Whereof the parties have hereunto set their hand and seals this _____ day
of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 3 LETTER OF UNDERSTANDING NUMBER 3

BETWEEN:

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: DATA CONTROL FLEX HOURS DATA CONTROL FLEX HOURS

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

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

In Witness Whereof the parties have hereunto set their hand and seals this

_____ day of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 4 LETTER OF UNDERSTANDING NUMBER 4

BETWEEN

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: CROSS TRAINING POLICY CROSS TRAINING POLICY

1. The Employer shall post each cross training position on the Union bulletin board on the Employer's premises for at least five (5) MSA working days, with a copy sent to the Local Union President.
2. Postings for cross training shall include the job title and duties, duration, shift and wage or salary range.
3. Late applications due to sickness, vacation, or other authorized leaves of absence will be accepted, provided such application is received prior to the successful applicant being advised. In such cases, the cause for the application being late must be indicated.
4. Within twenty-two (22) MSA working days following the posting of a cross training position on the Union bulletin board, all applicants shall be notified of the posting decision. At the same time, the Union shall be advised of the names of all applicants, including the successful applicant. If any late applications have been received, the twenty-two (22) day limit may be extended by the number of days the application(s) was late. The successful applicant will assume the cross training position within fifteen (15) MSA working days of notification unless otherwise agreed to by the Employer and the Union. The cross training position shall be awarded to the applicant with the most bargaining unit wide seniority based upon her/his ability.
5. If within six (6) months the Employer finds it necessary to post an identical cross training position, the posting may be waived and the Employer will consider previous applicants. The Union shall be notified in writing of such action and all applicants of the original posting shall be advised of reconsideration for a second cross training position.
6. Employees other than regular employees may apply for posted cross training positions; however, no cross training position shall be filled by other than regular employees until all provisions applying to regular employees have been fulfilled.
7. If an employee is permanently promoted to a position in which she/he has been cross trained, time spent in the cross training position shall be considered as time served towards the probationary period providing such time has been spent in the cross training position within twelve (12) months prior to the promotion.

Letter of Understanding Number 4 - continued

8. There shall be only one successful application per employee for cross training in a six month period.
9. This policy shall be subject to joint Employer/Union review one year after implementation.

In Witness Whereof the parties have hereunto set their hand and seals this

_____ day of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 5 LETTER OF UNDERSTANDING NUMBER 5

BETWEEN:

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: NATIONAL ACCOUNTS DEPARTMENT NATIONAL ACCOUNTS DEPARTMENT

In order for the NIHB staff of the National Accounts Department to maintain hours of operation required by the control plan, it is agreed by both parties that the standard flexible hours outlined in Clause 15:02 will apply with the following exception for those employees who are scheduled for 5:30 p.m. coverage:

<u>Flex Hours</u>	<u>Core Hours</u>
7:00 A.M. - 10:30 A.M.	10:30 A.M. - 11:30 A.M.
11:30 A.M. - 2:00 P.M.	2:00 P.M. - 5:30 P.M.
5:30 P.M. - 6:00 P.M.	

all other provisions of the Collective Agreement apply.

In Witness Whereof the parties have hereunto set their hand and seals this

_____ day of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 6 LETTER OF UNDERSTANDING NUMBER 6

BETWEEN:

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

**RE: MAINTENANCE PROCEDURE OF THE JOB EVALUATION PROGRAM MAINTENANCE
PROCEDURE OF THE JOB EVALUATION PROGRAM**

In recognition of amendments made to the Maintenance Procedure of the Job Evaluation Program, the parties agree to the following:

- a) the operation of the maintenance procedure shall be reviewed by a joint committee of the parties, appointed by the parties not later than twelve (12) months following ratification of this Letter of Understanding;
- b) the parties may make recommendations to amend, revise or otherwise change the maintenance procedure and such revisions or other changes will be effective upon ratification by the Union members and Employer representatives.

This Letter of Understanding is attached to and forms part of the Collective Agreement.

In Witness Whereof the parties have hereunto set their hand and seals this

_____ day of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

LETTER OF UNDERSTANDING NUMBER 7 LETTER OF UNDERSTANDING NUMBER 7

BETWEEN:

MEDICAL SERVICES ASSOCIATION,
BRITISH COLUMBIA LIFE & CASUALTY COMPANY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1816

RE: JOB SHARING JOB SHARING

JOB SHARE PROGRAM

DEFINITION

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

TERM

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

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

PROCEDURE

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

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

Letter of Understanding Number 7 - continued

REGISTRATION

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

JOB SHARING CONDITIONS

1. The maximum number of positions eligible for job sharing shall be ten (10).
2. There shall be no reduction in the number of full-time positions and/or classifications as a direct or indirect result of job sharing. Jobs being shared shall remain full-time positions.
3. Any vacancies resulting from employees job sharing shall be posted in accordance with the terms of the Collective Agreement.
4. Full-time regular employees who enter a job sharing arrangement will change their status to part-time regular, and work a minimum of 20 hours per week.
5. Notwithstanding Article 16, employees may be requested to relieve for each other at straight time rates.
6. Joint applications for promotions, lateral transfers, etc., by the two (2) employees sharing a job will not be permitted.
7. Employees may only participate in one (1) job share at a time.

SENIORITY and BENEFITS

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

TERMINATION OF THE JOB SHARE ARRANGEMENT

1. The job sharing arrangement may be terminated by the Employer, or either of the job sharing participants with thirty (30) days written notice, prior to the expiration of the job share arrangement, with a copy to the Union.
2. At the conclusion of a job share arrangement, each participant shall be returned to their former position. Any persons so displaced by the end of a job share arrangement, shall be returned to their former position. In the event the previously held position does not exist, a position of similar nature shall be made available.

Letter of Understanding Number 7 - continued

3. If one of the partners leaves, the job sharing arrangement will end and the remaining partner will revert to full-time status.
4. Should a permanent job sharing arrangement be terminated by the Employer, the job sharing partner with seniority (company wide) will assume the full-time position. The provisions of Article 13 will apply to the other incumbent.

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

In Witness Whereof the parties have hereunto set their hand and seals this

_____ day of _____ 1995.

FOR THE EMPLOYER:

FOR THE UNION:

L. M. Lewis

S. Filleul

J. McKay

B. Miller

MEMORANDUM OF AGREEMENT - 1995MEMORANDUM OF AGREEMENT - 1995

APPENDIX "A" - JOB CLASSIFICATIONS APPENDIX "A" - JOB CLASSIFICATIONS

Job Group 1

Claims Clerk/Dental
Clerk 1/NIHB
Clerk 1/Enrolment
Clerk 1/Group Admin
Clerk 1/Individual
Dental PreScreening Clerk/Data Entry
EHB Claims Prep Clerk/ECP
File Clerk/Data Control
File Clerk/Marketing
File Clerk Typist/BCL&C Claims
File/Mail Clerk/Enrolment
Mailroom Clerk - Incoming/Mailroom

Job Group 2

Assistant Accounts Payable Clerk/Finance
Cashier-Accounting Clerk BCL&C/Finance
Cashier-MSA/Finance
Claims Assessor VAC/National Accounts
Claims Assessor/EHB
Claims Assessor/Dental
Claims Assessor NIHB/National Accounts
Clerk Typist/Marketing
Clerk Typist/U/W
Clerk Typist/Group Admin
Data Control Clerk/Dental
File Clerk Typist/Individual
Junior Data Control Clerk/Data Control
Junior Data Entry Operator/Data Entry
Mailroom Clerk - Outgoing/Mailroom
Microfilming Clerk/Microfilming
Reconciliation Clerk/Finance
Switchboard Operator/Individual

APPENDIX "A" - JOB CLASSIFICATIONS

Job Group 3

Accounts Payable Clerk/Finance
Accounts Receivable Clerk/Finance
Claims Assessor Self Directed Work Team/EHB
Claims Service Representative/EHB
Claims Service Representative/Dental
Control Clerk/Marketing
Customer Services Representative/CSA
Individual Products Clerk/Individual
New Group Quality Control Clerk/Enrolment
Payroll Clerk/Finance
Provider Coordinator/NA
Quotations Clerk/Marketing
Receptionist(5th Floor)/Reception Services
Regular Data Entry Operator/Data Entry
Secretary/Enrolment
Senior Microfilming Clerk/Microfilming
Service Clerk/Enrolment
Underwriting Clerk/MSA-U/W

Job Group 4

Claims Adjudicator/BCL&C Claims
Conversion Analyst/Contracts/Group Admin
Credit Clerk/Finance
Junior Computer Op/Tech Services
Print Shop Operator/Stock Clerk/Purchasing
Secretary/Marketing
Training Clerk/Dental Claims

Job Group 5

Customer Service Representative/Enrolment
Data Control Clerk-Tape Librarian/Data Control
Group Entry/Change Clerk/Group Admin
Jr. Systems Programmer/Tech Services **Out of Line**
Renewal & Cancellation Clerk/Group Admin
Senior A/R Clerk - Health/Finance
Senior Claims Service Representative/Dental
Senior Claims Service Representative/ECP
Senior Claims Service Representative/EHB

Senior Claims Service Representative/NA
Senior Clerk/Mailroom
Senior Data Entry Operator/Data Entry
Senior Print Shop Operator

APPENDIX "A" - JOB CLASSIFICATIONS

Job Group 6

Intermediate Computer Operator/Tech Services
Internal Analyst/Applications
Junior Applications Programmer/Info System - Out-of-line
Outside Service Representative/Marketing
Qualified Underwriter/BCL&C
Senior Individual Products Clerk/Individual
Senior Underwriting Clerk/MSA - UW
Supervisor/Data Entry
Supervisor/Enrolment

Job Group 7

Contract Analyst/Group Admin
Inside Service Representative/Marketing
Supervisor (BCL&C)/Claims
Supervisor (BCL&C)/Finance
Supervisor Data Control
Supervisor/Dental
Supervisor/Group Admin
Supervisor/Individual
Supervisor (MSA)/Finance
Supervisor/National Accounts

Job Group 8

Qualified Systems Programmer/Tech Services -**Out of Line**
Qualified Programmer/Analyst/Application Services -**Out of Line**
Senior Underwriter (BCL&C)/UW - **Out of Line**
Supervisor/EHB

Job Group 9

Senior Computer Operator/Tech Services
Senior Systems Programmer/Tech Services
Supervisor Contracts & Compliance/Group Admin

Job Group 10

Outside Marketing Representative/Marketing
Senior Programmer/Analyst/Application Services -**Out of Line**

Job Group 11

Job Group 12

Chief Programmer/Analyst/Application Services -**Out of Line**
Chief Applications Programmer/Tech Services -**Out of Line**
Systems Analyst/Application Services- **Out of Line**

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