

**Collective Agreement**

**between**

**Communications, Energy and Paperworkers Union of Canada  
Local 467**

**( the "Union" )**

**- and -**

**B.C. Friends of Medicare Society**

**( the "Employer" )**

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## **ARTICLE 1 – PURPOSE**

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between B.C. Friends of Medicare Society and its Employees represented by the Union, so that efficient Employer operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to Employees within the scope of the bargaining unit.

## **ARTICLE 2: DEFINITIONS**

### **2.01 GENERAL DEFINITIONS**

The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any article. Whenever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires unless otherwise specifically stated.

Where in this contract "will" is used it shall mean the same as "shall".

### **2.02 DEFINITION OF EMPLOYER**

The term 'Employer' refers to the B.C. Friends of Medicare Society, and not to individual members thereof.

### **2.03 DEFINITION OF EMPLOYEE**

The term 'Employee' refers to members of the bargaining unit in the classifications as defined in the Certification granted by the Labour Relations Board of British Columbia.

## **ARTICLE 3 – UNION RECOGNITION**

### **3.01 UNION RECOGNITION BY EMPLOYER**

The Employer recognizes the Communications, Energy and Paperworkers Union of Canada, Local 467 as the sole and exclusive bargaining agent for all Employees of the B.C. Friends of Medicare Society for whom they have been certified by the Labour Relations Board of British Columbia.

### **3.02 NO OTHER AGREEMENTS**

No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.

### **3.03 EMPLOYEE ATTENDANCE AT MEETINGS**

Employees who are requested to attend a meeting, the content and/or resolution of which they believe may affect the terms and conditions of their employment, will have the right to be accompanied by a Union Steward or Representative.

### **3.04 UNION PINS AND MATERIALS**

Employees may wear official Union pins or buttons and may display official Union posters in their workplace.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The right to manage operations and to direct Employees is retained exclusively by the Employer except as this Agreement otherwise specifies. In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably and in good faith.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 DUES CHECK-OFF**

The Union, on behalf of all Employees within the bargaining unit, authorizes the Employer to deduct and pay out of the wages and or salary due to the Employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

### **5.02 FORWARDING DUES**

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15th of the month following the month for which the deduction was made accompanied by a detailed list of names of all Employees in the bargaining unit and the amount of earnings and dues deducted.

### **5.03 T-4s**

The Employer will indicate the monthly deduction of dues on each Employee's pay notification and will report on the Employee's T4 slip the total union dues deducted during the previous year by the time required by the Income Tax Act of Canada and its regulations.

## **ARTICLE 6 – UNION FACILITIES**

### **6.01 BULLETIN BOARDS**

The Employer will provide space on a bulletin board where members of the bargaining unit are employed and such space will be designated as CEP 467 space. The Union will have the exclusive right to use this space to convey information to Employees.

## **ARTICLE 7 – DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY AND PRIVACY**

### **7.01 DISCRIMINATION DEFINED**

- a) The Parties agree to abide by the Human Rights Act of British Columbia, its spirit, and intent, as it relates to employment of members of the bargaining unit.
- b) The Employer and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in the Employee's employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the Employee, or because that Employee has been convicted of a criminal or summary conviction offence that is unrelated to the Employee's employment, or by reason of any other prohibited grounds contained in the British Columbia Human Rights Act, nor by reason of membership in a trade union. It is understood that "personnel benefit programs" may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

### **7.02 SEXUAL AND PERSONAL HARASSMENT**

- a) The Employer and the Union recognize the right of bargaining unit members to work in an environment free from sexual and personal harassment.
- b) Complaints of harassment will be dealt with, in the strictest confidence under Article 8 or through any other procedures acceptable to both parties. Participation in such procedures will not prejudice the rights of Employees to invoke the grievance procedure under Article 11.

### **7.03 EMPLOYMENT EQUITY**

- a) The Employer and the Union hereby acknowledge, recognize and support employment equity. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.
- b) The Employer and the Union acknowledge that where targeted hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

### **7.04 PRIVACY**

The Employer agrees to protect the security of Employee's personal data gathered and maintained by B.C. Friends of Medicare Society, in accordance with the Freedom of Information and Protection of Privacy Act or other similar applicable legislation.

## **ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

### **8.01 LABOUR MANAGEMENT**

- a) The Parties shall establish a Labour-Management Committee, composed of no more than two (2) representatives of the Union, and no more than three (3) representatives of the Employer.
- b) The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.
- c) The Union will have the right at any time to have the assistance of representatives of the Communications, Energy and Paperworkers Union of Canada or any other advisors to the Union when dealing or negotiating with the Employer.
- d) Employees representing the Union will have the right to attend meetings between the Employer and the Union held within working hours without loss of pay.

### **8.02 COLLECTIVE BARGAINING**

- a) For the purposes of negotiations, the Union bargaining committee will be comprised of up to two (2) members and the Employer bargaining committee will not exceed more than three (3) representatives.
- b) Employees representing the Union will not suffer loss of wages or benefits for the duration of the collective bargaining process.
- c) Employees representing the Union will have the right to be assisted by a representative of the Communications, Energy and Paperworkers Union of Canada.

## **ARTICLE 9 - DISCIPLINE**

- 9.01** No Employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer.
- 9.02** The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved.



**9.03** Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will include a verbal warning, written warnings, suspension with pay and suspension without pay prior to discharge. At each stage prior to discharge, the Employer will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the Employee that failure to improve performance will result in further disciplinary action. No Employee shall be responsible for carrying out disciplinary actions.

**9.04** Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an Employee until the cause for discipline has been discussed with the Employee by the Employer. A decision to discipline an Employee beyond a verbal warning shall be made by the Employer. An Employee will be given at least twenty-four (24) hours notice of any meeting which may result in discipline beyond a verbal warning. The Employee will be advised that the Employee has the right to be accompanied by a Union representative, who will be present if so requested by the Employee.

In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours notice may be waived. The Employer will make a reasonable effort to have a Union representative present at any initial meeting.

**9.05** Any disciplinary action taken beyond a verbal warning will be documented and form part of the Employee's confidential personnel record by the Employer. This written record of discipline will be provided to the Employee within three (3) working days of the meeting at which the Employee is informed of the reasons for discipline, and will be copied to the Union. The Employee may also respond in writing, and this response will also be filed in the Employee's confidential personnel record.

**9.06** An Employee may request in writing that any formal written record of discipline issued in accordance with Article 9.01 be removed from the Employee's confidential personnel file after twelve (12) months worked provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

## **ARTICLE 10 - SENIORITY**

**10.01** Seniority is defined as length of service from date of hire in the bargaining unit, where there has been no break in service of more than twelve consecutive months and the probationary period has been successfully completed.

- a) Seniority continues to accrue while on approved leaves of absence defined under Article 18 for a maximum period of twelve (12) consecutive months.

- b) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, absence without leave for more than three (3) consecutive work days, an acceptance by the Employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months as provided for under Article 18.

## **10.02 PROBATION**

A new Employee shall be on probation for a period of ninety (90) calendar days from the date of hire, at the end of which a performance review will be conducted by the Employer. Upon successful completion of the probationary period, seniority is effective from the date of hire. If the Employer finds upon this review that the Employee is not suitable, then the Employee may be released from employment with forty-eight (48) hours notice, or pay in lieu of notice. The Probation period may be extended by mutual agreement.

## **ARTICLE 11 – COMPLAINTS AND GRIEVANCES**

### **11.01 DEFINITION OF A GRIEVANCE**

A grievance will be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

### **11.02 UNION MAY INSTITUTE GRIEVANCE**

The Union and its representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees, and to seek resolution with the Employer in the manner provided in the Grievance Procedure.

### **11.03 POLICY GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, such dispute or grievance will be initiated at Step II.

### **11.04 RECOGNITION OF STEWARDS, REPRESENTATIVES AND GRIEVANCE COMMITTEE**

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the Employer acknowledges the role of Union Steward and CEP Representatives in the grievance process. The Stewards and Representatives will assist any Employee represented by the Union in preparing and presenting the Employee's grievance in accordance with the grievance procedure.

## **11.05 CARRYING OUT DUTIES**

The Employer agrees that Steward will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an Employee, whether as a Grievor, witness, or Union representative who is required to be absent from work will suffer no loss of pay and benefits to which the Employee would otherwise be entitled as a bargaining unit Employee.

## **11.06 GRIEVANCE PROCEDURE**

The Employer and Employee are encouraged to resolve complaints informally. An Employee should initiate discussion with the Employer within fifteen (15) working days of the Employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement.

Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

### Step I

- a) The grievance shall be stated in writing and shall be submitted to the Chairperson of the Personnel Committee or their designate with a copy to the National Union. The written grievance shall provide:
  - i) a description of the of the incident(s) in dispute, if any, from which the grievance arose; and Article of the Labour Agreement that have been violated,
  - ii) a suggested remedy.
- b) The Chairperson of the Personnel Committee or their designate shall meet with the Employee within fifteen (15) working days. The Employee may be accompanied by an advocate of the Employee's choice; the Chairperson of the Personnel Committee or their designate may be accompanied by another member of the Committee.
- c) After receipt of a written grievance, the Employer shall have a maximum of fifteen (15) working days in which to present a written response to the Employee. Failing settlement, the grievance shall proceed to Step II within a maximum of fifteen (15) working days.

### Step II

Step II will commence upon written notice from the Union to the Co-chairs of the Steering Committee or their designate(s). The Employer Representatives and the Union

Representatives will then have fifteen (15) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the union will, not later than fifteen (15) working days following the fifteen (15) working day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article 12.

#### **11.07 TIME LIMITS**

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent will not be unreasonably withheld.

#### **11.08 EMPLOYEES MAY BE PRESENT**

Where required by the Union or Employer, the Grievor will be permitted time off without loss of pay and benefits to attend meetings with the Employer at a mutually agreeable time to resolve a grievance. The Grievor may take part at any step in the grievance procedure as required by the Union or the Employer.

#### **11.09 PRIORITIES**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union.

#### **11.10 LOCATION OF GRIEVANCE MEETINGS**

The Employer will provide an appropriate room for grievance meetings.

#### **11.11 TECHNICAL OBJECTIONS TO GRIEVANCE**

No grievance will be defeated or denied by any minor technical objection.

### **ARTICLE 12 - ARBITRATION**

#### **12.01 SINGLE ARBITRATOR**

A single Arbitrator will be appointed by mutual agreement of the Parties within 10 days of notice by the Union under Step II of the grievance procedure, and will hear any unresolved grievance as soon as possible.

#### **12.02 APPOINTMENT OF AN ARBITRATOR**

The Parties shall, by mutual agreement, appoint an arbitrator from those identified in Appendix A.

### **12.03 FAILURE TO APPOINT**

If the Parties cannot agree to an Arbitrator within ten (10) days, they shall jointly apply to the Minister of Labour for the appointment of an Arbitrator.

### **12.04 DISAGREEMENT ON DECISION**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply, within five (5) working days, to the Arbitrator for a clarification of the decision.

### **12.05 EXPENSES OF THE ARBITRATOR**

The expenses and compensation of the Arbitrator will be shared equally between the parties.

### **12.06 AMENDING OF TIME LIMITS**

Whenever a stipulated time is mentioned in the procedure above, it may be extended, in writing, by mutual consent of the parties.

## **ARTICLE 13 - PICKET LINES**

### **13.01 RIGHT TO REFUSE**

The Employer agrees that no Employee will be subject to discipline or dismissal for refusing to cross a picket line.

### **13.02 WORK OF EMPLOYEES ON STRIKE OR LOCKED OUT**

The Employer agrees that it will not request, require, or direct Employees covered by the collective agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those Employees on strike or locked out.

## **ARTICLE 14 - POSTING OF POSITIONS , LAYOFF AND RECALL**

### **14.01 POSTINGS**

The Employer will post any vacancy for a continuing or temporary position for a maximum of fourteen (14) calendar days. The parties agree that the employer has the ability to hire casual employees without the requirement for posting.

Internal applicants who apply for a posting will be given a preference.

#### **14.02 LAYOFF**

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the employee with the least amount of seniority will be the first laid-off providing the senior employee has the ability to perform the job duties required.

#### **14.03 NOTICE OF LAYOFF**

Employees shall be given two (2) weeks' notice in writing for each year of service of employment or salary in lieu of notice to a maximum of sixteen (16) weeks. The period of notice shall not coincide with an employee's vacation. For non-full time employees, pay shall be calculated based on the average hours worked in the preceding six (6) pay periods.

#### **14.04 OFFICE CLOSURE**

In the event of an office closure 14.06 will apply.

#### **14.05 RECALL**

An employee with six (6) months or more of service, who is laid off due to a lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

#### **14.06 SEVERANCE PAY**

An employee whose service is terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The severance shall be two (2) weeks for each year of service to a maximum of sixteen (16) weeks. Severance pay shall be payable to an employee immediately upon termination. . For non-full time employees, pay shall be calculated based on the average hours worked in the preceding six (6) pay periods.

### **ARTICLE 15 - HOURS OF WORK AND SCHEDULING**

The work week for full-time employees shall average 37.5 hours per week. The work week for half-time employees shall not average less than 20 hours per week. The work week for all other employees shall be as established by mutual agreement, and may be variable and / or casual in nature.

#### **15.01 OVERTIME**

##### **(a) FULL TIME EMPLOYEES**

All hours in excess of 7.5 straight time hours per day or 37.5 straight time hours per week shall be taken as pay or as time off in lieu on an hour for hour basis or paid by mutual agreement. Employees shall provide electronic notice to the Personnel committee no later than the fifteenth of the month following which the overtime was accumulated.

**(b) HALF TIME EMPLOYEES**

All hours in excess of 7.5 straight time hours per day or 20 straight time hours per week shall be taken as pay or as time off in lieu on an hour for hour basis or paid by mutual agreement. Employees shall provide electronic notice to the Personnel committee no later than the fifteenth of the month following which the overtime was accumulated.

- (c) Where an Employee is required to work on a Statutory Holiday, they shall be paid two (2) times the equivalent of their hourly rate.
- (d) Compensation for overtime may be taken as pay or as time off in lieu of pay, by mutual consent.
- (e) Compensation taken as time off in lieu of pay must be taken within one (1) year of the date on which it was earned.

**ARTICLE 16 – RATES OF PAY**

**16.01** Employee(s) shall be paid on a bi-weekly basis.

**16.02** Employees shall be paid on the pay-scale as provided in Appendix "B".

**ARTICLE 17 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

**17.01 DEFINITION/NOTICE**

The Employer agrees to provide the Union with not less than ten (10) weeks notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms and conditions, or the termination of Employees covered by this agreement. The Union and the Employer may choose to waive the ten (10) weeks notice by mutual consent.

**17.02 CONSULTATION**

The Employer will consult with the Union representatives on the Labour/Management Committee as soon as reasonably possible with a view to minimizing the effect on Employees in the bargaining unit.

**17.03 TRAINING**

When the Employer introduces a technological change, the Employer shall provide proper training to the Employees.

## **ARTICLE 18 - HOLIDAYS, VACATIONS, AND BENEFITS**

### **18.01 STATUTORY HOLIDAYS**

a) No Employee will be required to work on any of the following holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	
• any day that the Government or Employer declares as a holiday or any day that that the Employer declares in lieu of any of the above holidays	

b) Employees may request time off without pay for religious observance for a day which is not provided by statute, and the Employer will take reasonable measures to accommodate such requests.

### **18.02 HOLIDAY CLOSURE**

Employees who are normally scheduled to work will be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year's Day unless they are required to work for operational reasons. Employees who are required to work during this period shall be paid at straight time and granted three (3) paid leave of absence days at some other mutually agreeable time.

### **18.03 VACATIONS**

a) Vacation entitlements will be based on a calendar year.

b) Employees will have the following annual vacation entitlements, to be calculated on a pro rata basis if employment is for less than twelve (12) months:

- i. In the first calendar year of service, ten (10) working days or four percent (4%) of pay up to December 31 to be paid not later than the next following January 15<sup>th</sup>.
- ii. In the second through fifth calendar years of service, fifteen (15) working days per year or six percent (6%) of pay up to December 31 to be paid not later than the following January 15<sup>th</sup>.
- iii. In the sixth and subsequent years of service, twenty (20) working days per year or 8 percent (8%) of pay up to December 31<sup>st</sup> to be paid not later than the following January 15<sup>th</sup>.



#### **18.04 PENSION PLAN**

The Employer and Employee shall make the following matching contributions to an RRSP of the employee's choice:

	<b>Employer Contributions</b>	<b>Employee Contributions</b>
March 1,2010	1.5%	1.5%
March 1, 2011	2.0%	2.0%
September 1, 2011	2.5%	2.5%

#### **18.05 HEALTH AND WELFARE PLANS**

- a) The Employer will pay MSP Premiums for employees.
- b) The Employer will pay 100% of the cost of the Pacific Blue Cross Business Select basic Extended Health and Dental Plan for full time employees and a prorated amount based on the average hours worked of half time employees ( to be calculated and adjusted as necessary on a Quarterly basis ) .

### **ARTICLE 19 - LEAVES**

#### **19.01 LEAVE OF ABSENCE WITHOUT PAY**

An Employee may make a written application to the Employer for a leave of absence without pay for up to one (1) year, with the possibility of an extension, without loss of seniority or employment security. Such application shall normally be made at least eight (8) weeks prior to the requested leave. Leave will not be unreasonably denied or prejudice future assignment or reappointment.

#### **19.02 COMPASSIONATE LEAVE**

- a) An Employee requiring compassionate leave will, on request, be granted up to five (5) working days leave without loss of pay in case of the death of an immediate family member, close personal friend or individual permanently residing in the Employee's household. Where extensive traveling time is required, up to two (2) additional working days will be granted on request.
- b) Compassionate leave without loss of pay may be granted by the Employer under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a serious injury or illness).

### **19.03 LEAVE FOR JURY SELECTION, JURY DUTY, CROWN WITNESS OR CORONER'S INQUEST**

- a) An employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a Crown Witness in a court action, save and except actions involving the Employer unless subpoenaed by the Crown, on a day on which they would normally have worked, will not suffer any loss in wages and/or benefits to which they would have normally been entitled.
- b) Employees shall remit to the Employer, with the exception of meal allowances, any duty pay received.
- c) In cases where an Employee's private affairs have occasioned a court action, any leave of absence will be without pay.

### **19.04 UNION OR PUBLIC OFFICE LEAVE**

The Employer agrees to grant leave without pay to employees who have been elected or appointed to temporary office in the Union, or who have been nominated, elected or appointed to Federal, Provincial, Municipal or Aboriginal office for the duration or period of the office.

### **19.05 Pregnancy or Parental Leave**

#### **Entitlement**

Employees are entitled to Maternity and Parental Leave as specified in this Collective Agreement and under the provisions and regulations of the Employment Standards Act of British Columbia, as amended from time to time.

Supplementary top-up benefits for employees described in this Article are contingent on the employee applying for the maximum Employment Insurance ("EI") benefits available to the Employee under the Canada Employment Insurance Act.

### **PART A – MATERNITY AND PARENTAL LEAVE – BIRTH MOTHER**

#### **MATERNITY LEAVE ENTITLEMENT**

An employee who is the birth mother of a newborn child is entitled to seventeen (17) consecutive weeks of maternity leave without pay, beginning no earlier than eleven (11) weeks before the expected birth date, and no later than the actual week of the birth.

Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the employee is eligible to apply for sick leave under Article 19.05.

## **PARENTAL LEAVE ENTITLEMENT**

- a) A birth mother who does not take maternity leave is entitled to thirty-seven (37) consecutive weeks of parental leave of absence without pay. Otherwise a birth mother is entitled to thirty-five (35) consecutive weeks of parental leave of absence without pay, beginning immediately after the end of the maternity leave.
- b) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

## **MAXIMUM LEAVE FOR THE BIRTH MOTHER**

The total number of weeks of maternity and parental leave for a birth mother is limited to fifty-two (52) weeks.

## **SUPPLEMENTARY BENEFITS FOR THE BIRTH MOTHER**

A birth mother, who is an employee not on layoff or leave of absence, is entitled to the following supplementary benefits:

During the first two (2) weeks of leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary top-up benefit equal to 100% of the employee's normal basic salary, providing the employee has made application for EI maternity benefits.

During the next eighteen (18) weeks, the Employer will pay supplementary top-up benefits equal to 95% of the employee's normal basic salary, less any amount of EI maternity or parental leave benefits for which the Employee is eligible.

The remaining thirty-two (32) weeks are without salary from the Employer, however the birth mother may be eligible for continued Employment Insurance parental benefits during this period.

## **PART B – PARENTAL LEAVE - BIRTH FATHER**

### **PARENTAL LEAVE ENTITLEMENT**

An Employee who is the birth father (or the birth mother's partner) of a newborn child is entitled to thirty-seven (37) consecutive weeks of parental leave without pay that may be taken anytime within one year of the birth.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

## **EMPLOYMENT INSURANCE**

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits, which may be taken by either the birth mother or father, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.

## **SUPPLEMENTARY BENEFITS FOR THE BIRTH FATHER**

Where the birth father is an employee not on layoff or leave of absence, then during a period not exceeding the first twenty (20) weeks of parental leave, the Employer will pay the birth father a supplementary top-up benefit equal to 95% of the Employee's regular salary, less any amount of EI parental leave benefits for which the Employee is eligible. The remaining weeks of parental leave are without salary from the Employer.

## **PART C - PARENTAL LEAVE - ADOPTIVE PARENTS**

### **PARENTAL LEAVE ENTITLEMENT**

An Employee who is the adopting parent (or the adopting parent's partner) of a newly adopted child is entitled to thirty-seven (37) consecutive weeks parental leave of absence without pay from the Employer that may be taken anytime within one year after the child is placed with the parent.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition.

### **EMPLOYMENT INSURANCE**

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits, which may be taken by either adoptive parent, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.

### **SUPPLEMENTARY BENEFITS**

An adoptive parent, who is an Employee not on layoff or leave of absence, is entitled to the following supplementary benefits while on parental leave:

During the first two (2) weeks of parental leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary top-up benefit equal to 95% of the Employee's normal basic salary, providing the Employee has made application for EI parental benefits.

During the next eighteen (18) weeks, the Employer will pay supplementary top-up benefits equal to 95% of the Employee's normal basic salary, less any amount of EI parental leave benefits for which the Employee is eligible.

The remaining fifteen (15) weeks are without salary from the Employer.

## **19.06 SICK LEAVE**

- a) Employees are entitled to 5 days per calendar year sick leave with full pay. Such sick leave will be cumulative from year to year, up to a maximum of fifteen (15) days.
- b) Employees who commence their employment during the calendar year shall have the sick leave outlined in a) above pro-rated by their date of employment.
- c) A physician's certificate may be required by the Employer at any time in case of illness. Where such a certificate is required and on submission of a physician's receipt, the Employer will reimburse the Employee for the fee, if any, levied by a physician for providing such a certificate

## **ARTICLE 20 - HEALTH AND SAFETY**

Employees who believe that their work situation is unsafe may refuse to work in the situation until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe. There shall be no discipline imposed on the Employee for refusing to work under this article.

## **ARTICLE 21 – EMPLOYMENT EXPENSES**

### **21.01 PROFESSIONAL DEVELOPMENT**

- a) Following one (1) year of employment, each Employee shall be entitled to up to five (5) days leave with pay per contract year to attend courses of instruction, conferences, seminars and/or workshops approved by the Employer that will assist the Employee in the performance of their duties. Unused professional development days may not be carried forward to subsequent years.
- b) The Employer shall pay the cost of attending the course, conference, seminar or workshop.
- c) Courses, conferences, seminars or workshops shall be chosen by mutual consent.
- d) If an Employee terminates their employment within 3 months of receiving Professional Development Funds, such funds will be returned to the Employer by the Employee.

### **21.02 CONVENTIONS, CONFERENCES AND MEETINGS**

- a) Where an Employee is required to attend a Convention, conference or meeting, the Employer shall reimburse the Employee for costs on the same basis as provided for under B.C. Friends of Medicare Policies.

- b) Under normal circumstances, an Employee will be paid for a regular working day. Under exceptional circumstances (e.g., working conferences) the Employee may be paid an hourly wage, by prior mutual consent.

### **21.03 PROFESSIONAL FEES**

Where a professional association is required by the Employer, the Employer will pay the fees.

## **ARTICLE 22 – JOB DESCRIPTIONS**

**22.01** Job descriptions are set out in Appendix "C" attached to this agreement. Where a revision to a classification involves a substantial change in the level of skill and/or responsibility, the rate of pay will be reviewed by the parties and if required a new rate will be jointly negotiated.

**22.02** Where the Employer wishes to create a new bargaining unit position not covered by Appendix "C" during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union.

## **ARTICLE 23 – TERM OF AGREEMENT**

### **23.01 TERM OF AGREEMENT**

This Agreement will be in effect from October 28, 2009 and shall expire on March 31st, 2012.

### **23.02 LABOUR RELATIONS ACT OF BRITISH COLUMBIA**

The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

### **23.03 NOTICE OF RE-OPENING**

This Agreement may be opened for collective bargaining as to the changes as follows:

Either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after December 31st, 2011 but in any event no later than midnight March 31st, 2012, that a change is desired, and, if no such notice is given by either party on or after the said December 31<sup>st</sup> and before the said March 31st, the earliest time at which such notice may be given by either party is the corresponding period in the following year.

### **23.04 COLLECTIVE BARGAINING**

If notice of desire for changes has been given in accordance with Section 24.03 above, the parties shall, as soon as agreeable following such date of notice, meet for collective bargaining, the Employer being represented by a Bargaining Committee appointed by the Employer and the Union being represented by a Bargaining Committee as selected by the Union.

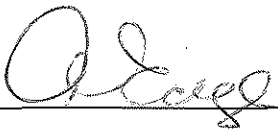
Any agreement on changes arrived at and approved in such negotiations shall be binding on upon the parties to this agreement. If such negotiations cannot be completed prior to the expiry date of this Agreement following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to said expiry date.

**23.05 TERMINATION**

In case negotiations conducted in accordance with Section 24.04 break down, either party may terminate this Agreement upon the expiration of ten (10) days notice in writing served either by hand or by registered mail to the other party.

Dated this 30th day of October 2009.


For B.C. Friends of Medicare Society

  
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For CEP Local 467

  
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**APPENDIX "A" EXPEDITED ARBITRATORS LIST**

WAYNE MOORE  
410 – 2525 Quebec Street  
Vancouver, B.C.  
V5T 4R5

MARGUERITE JACKSON, QC  
245 – 2906 West Broadway  
Vancouver, B.C.  
V6K 2G8

DAVID McPHILLIPS  
4924 – 2A Avenue  
Delta, B.C.  
V4M 3V1

JOAN GORDON  
300 – 127 – West 6<sup>th</sup> Avenue  
Vancouver, B.C.  
V6H 1A6



**APPENDIX "B" – MONTHLY SALARY GRID**

<b>FOM CAMPAIGNER *</b>		
	<b>Hourly</b>	<b>Bi-weekly</b>
EFFECTIVE DATE OF RATIFICATION	<b>35.90</b>	<b>2692.31</b>
EFFECTIVE MARCH 1, 2010	<b>36.62</b>	<b>2746.15</b>
EFFECTIVE MARCH 1, 2011	<b>37.53</b>	<b>2814.81</b>

<b>COORDINATOR – OPERATIONS AND PUBLICATIONS**</b>		
	<b>Hourly</b>	<b>Bi-weekly</b>
EFFECTIVE DATE OF RATIFICATION	<b>33.65</b>	<b>1346.16</b>
EFFECTIVE MARCH 1, 2010	<b>34.33</b>	<b>1373.08</b>
EFFECTIVE MARCH 1, 2011	<b>35.18</b>	<b>1407.41</b>

<b>DATA ADMINISTRATOR***</b>		
	<b>Hourly</b>	<b>Bi-weekly</b>
EFFECTIVE DATE OF RATIFICATION	<b>24.00</b>	<b>960.00</b>
EFFECTIVE MARCH 1, 2010	<b>24.51</b>	<b>980.58</b>
EFFECTIVE MARCH 1, 2011	<b>25.09</b>	<b>1003.68</b>

**Note:**

- \* **This salary is calculated on 37.5 hours per week.**
- \*\* **This salary is calculated on 20 hours per week.**
- \*\*\* **This salary is calculated on 20 hours per week.**

## **APPENDIX " C" - JOB DESCRIPTIONS**

### **CAMPAIGNER**

Full time

The Campaigner works to assist the Coalition in its mandate to protect and strengthen Canada's universal public health care system – Medicare – in British Columbia.

#### **The Campaigner is responsible for:**

- Building capacity within the BC Health Coalition both within the internal operation of the organization and by increasing the number of supporters, members, and overall engagement of the public in the campaigns of the BCHC;
- Increasing the involvement in and capacity of regional health coalitions, and connecting these groups with the work of the BCHC;
- Raising the overall profile of the BCHC within the general public, media and government circles
- Creating various opportunities and avenues within the campaigns and activities of the BCHC to put forward examples of alternatives to privatization of health care including innovations and public solutions
- Planning and implementing BCHC campaigns
- Focusing the campaigns of the BCHC on engaging citizens to take action to protect and expand public health care
- Managing the annual campaigns budget including contracting project work, managing accounts and paying bills

This is carried out in a number of ways, including but not limited to:

#### **Internal**

- Oversee operations and management of the BCHC website
- Oversee operations and management of the BCHC database
- Initiate and manage fundraising and outreach initiatives such as direct mail, online and other forms of fundraising
- Maintain the campaigns budget
- Provide leadership in developing and supporting local and province-wide campaigns in support of public health care.
- Work with the Coordinator to plan, implement and manage the campaigns of the BCHC
- Attend BCHC Steering Committee and Coalition working groups meetings, provide administrative support by recording working group meeting minutes, circulating materials to committee and Coalition members, scheduling and other duties as needed.

## **External**

- Promote the campaigns of the BCHC through public speaking, presentations to member organizations, facilitation of meetings and workshops and acting as a general resource
- Organize public events and press conferences to promote key issues and voices related to BCHC campaigns
- Engage with and respond to media – print, television and radio
- Respond to government initiatives through media and engaging members in campaigns
- Identify and engage with health care activists across B.C.
- Engage, support, and build capacity within regional health coalitions
- Work to initiate the development of new regional health coalitions
- Work to connect campaigns of regional health coalitions to the work of other health coalitions and the overall work of the BCHC
- Develop new initiatives of the BCHC
- Work to increase the overall profile of the BCHC

## **General**

- Work together with other staff to share general office tasks (including database related work) , coordinate work schedules, and support Steering Committee and working group members

## **QUALIFICATIONS:**

- Experience working as a community organizer
- Experience with or knowledge of the trade union movement
- Experience working in a coalition, consensus-based environment
- Ability to work collaboratively and effectively in a non-hierarchical team environment
- Experience in media relations and demonstrated knowledge of the local, provincial and federal media environment
- Experience in developing, planning and supporting strategic, creative public-interest action-based campaigns
- Experience in lobbying elected officials
- Ability to fulfill public speaking engagements and media interview opportunities
- Knowledge of public health care issues
- Excellent written communication skills, with demonstrated ability to understand and write for different audiences and formats as required

## **Coordinator – Operations and Publications**

Part-time

The Coordinator – Operations and Publications- works to assist the Coalition in its mandate to protect and strengthen Canada’s universal public health care system – Medicare – in British Columbia.

### **The coordinator is responsible for:**

- Assisting the Campaigner in planning, implementing and managing the campaigns of the BCHC
- Administering the long-term and day-to-day administration of the organization including responsibility for
  - answering and originating phone, written and email correspondence, as required
  - maintaining a general ledger of accounts and other records of operations as required
  - website design and maintenance
  - maintaining e-lists and distributing e-newsletters and,
- Facilitating the work of the Coalition’s members, including responsibility for
  - attending Steering Committee, working group and Coalition meetings,
  - participating in daily and strategic decision making around issues of concern for the coalition, and
  - recording minutes of meetings, and circulating materials to Steering Committee, working group and Coalition members.
- Designing communication materials as required including fact sheets, media releases, posters, flyers, etc.
- Responding to ongoing and emerging health care issues around B.C. using news releases, letters to the editor, online campaigns and other tactics as needed.
- Attending and representing the Coalition at community meetings, and other coalition functions.

### **GENERAL**

- Work together with other staff to share general office tasks (including database related work) , coordinate work schedules, and support Steering Committee and working group members

### **QUALIFICATIONS:**

- Experience in website design and maintenance, as well as knowledge of other forms of online activism and social media tools

- Experience in basic organizational accounting and records maintenance
- Experience in grassroots community organizing and working with the trade union movement
- Experience in reporting to a coalition-type community board structure
- Ability to deal with leadership and representatives of Coalition member organizations
- Experience in designing communication materials for popular distribution
- Excellent written communication skills, with demonstrated ability to understand and write for different audiences and formats, as required
- Understanding of media relations and B.C.'s media environment
- Ability to speak in public
- Knowledge of public health care issues
- Understanding of consensus-based decision making model
- Ability to work collaboratively and effectively in a non-hierarchical team environment

## **DATA ADMINISTRATOR**

Half-time

This position is responsible for maintaining the B C Health Coalition's continuously growing databases and reports to the B C Health Coalition Steering Committee.

A key purpose of BC Health Coalition campaigns is to build a list of supporters and donors that we can continue to engage in the work of the organization.

Duties include:

- Create and design the necessary categories to record each campaign.
- Enter information received from various sources into the database. These include webmail, email, petitions, letters, direct mail, etc.
- Maintain membership files in both hard copies and database
- Maintain donor files in both hard copies and database.
- Produce Financial Reports, Membership Reports, Campaign Reports and other reports as requested
- Maintain lists associated with the online mailer program
- Perform other clerical duties as needed

Qualifications:

- Experience designing and creating databases for campaigns
- Experience working with Microsoft Office
- Experience creating and managing filing systems for campaigns and fundraising

- Knowledge of working within the non-profit or labour sector
- Understanding of consensus-based decision making model
- Ability to work collaboratively and effectively in a non-hierarchical team environment


**LETTER OF UNDERSTANDING  
SENIORITY DATES**

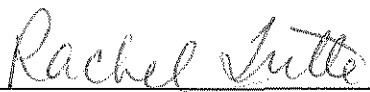
The parties agree the following reflect the dates of hire and therefore the seniority dates applicable for this Labour Agreement.

Lew MacDonald	August 21, 2006
Leslie Dickout	January 7, 2007
Terry Hanley	March 22, 2007

Dated this 30th day of October 2009.

For B.C. Friends of Medicare Society


  
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For CEP Local 467

  
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**LETTER OF UNDERSTANDING  
IMPLEMENTATION OF BENEFITS**

The parties agree to the implementation of the following Articles on the dates indicated:

1. Article 18.05(b) – Health and Welfare Plan to be implemented January 1, 2010.
2. Article 19.06 – Sick Leave shall become effective on March 1, 2010.
3. Article 19.05 – Pregnancy or Parental Leave shall become effective on March 1, 2011.


Dated this 30<sup>th</sup> day of October 2009.

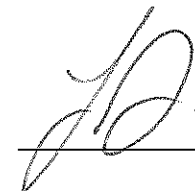
For B.C. Friends of Medicare Society


  
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For CEP Local 467

  
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**LETTER OF UNDERSTANDING  
DATA ADMINISTRATOR**

The parties agree to the following on a without prejudice or precedent basis.

The BC Health Coalition ( BCHC) recognizes the valuable contributions of the current incumbent to the work of the coalition and in particular setting up a data base that enhances and facilitates the work of the coalition.

Although the BCHC had not planned for or intended that this position would become part of the regular staff complement, based on the foregoing and the hours worked in the past, it has agreed to classifying this position as half-time.

It is understood and agreed that this position may be reclassified to less than half-time in the future, however in recognition of the foregoing, the parties agree that the current incumbent shall receive a minimum of two (2) months advance notice of any such reclassification.

It is further agreed that the current incumbent shall have the option of accepting reclassification, being laid off or electing severance pursuant to Article 14.

It is also agreed that notwithstanding the provisions of Article 14, if the current incumbent elects severance, she shall receive a minimum of eight (8) weeks pay.

Dated this 30th day of October 2009.

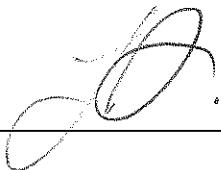
For B.C. Friends of Medicare Society

  
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For CEP Local 467

  
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