

# AGREEMENT

Between



**B.C. Friends of Medicare Society  
(the Employer)**

And



**(the Union)**

**Effective April 1, 2021 - March 31, 2024**



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## ARTICLE 1 - PURPOSE

### 1.1 Purpose

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

### 2.1 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*”.

### 2.2 Definition of Employer

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

### 2.3 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

### 3.1 Union Recognition by Employer

The Employer recognizes the British Columbia Union Workers’ Union (BCUWU) 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.

### 3.2 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.

### 3.3 Employee Attendance at Meetings

Employees who are requested to attend a meeting, the content and/or resolve, 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.

### **3.4 Union Pins and Materials**

Employees may wear official Union pins, buttons, or clothing and may display official Union posters or other materials with the union's logo in their workplace.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.1**

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**

### **5.1 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.

### **5.2 Forwarding Dues**

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15<sup>th</sup> 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.

### **5.3 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**

### **6.1 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 BCUWU have the exclusive right to use this space to convey information to Employees.

## **ARTICLE 7 - DISCRIMINATION, HARASSMENT, EMPLOYMENT**

### **EQUITY AND PRIVACY**

#### **7.1 Discrimination Defined**

- (a) The Parties agree to abide by the *Human Rights Code* 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: gender or gender identity and expression, 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.

## **7.2 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.

Harassment is defined as:

- Conduct of a threatening or demeaning nature; or
- abusing authority by the use of threats, coercion, intimidation, blackmail; or
- repeated and unwelcome comment, look, suggestion, display of visual material, or physical contact of a sexual nature that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome; or
- a single advance or suggestion of a sexual nature that includes or implies a threat or reprisal if the sexual advance or suggestion is rejected or implies promise of reward for complying with a request of sexual nature.

(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 – Complaints and Grievances.

## **7.3 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.

## **7.4 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**

**8.1 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 BCUWU 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.

**8.2 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 BCUWU.

**ARTICLE 9 - DISCIPLINE**

**9.1**

No Employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer.

**9.2**

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.

**9.3**

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.

**9.4**

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.

**9.5**

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.

**9.6**

An Employee may request in writing that any formal written record of discipline issued in accordance with Article 9.1 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**

**10.1**

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 19.1 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 19.1.

**10.2 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**

### **11.1 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.

### **11.2 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.

### **11.3 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.

### **11.4 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 the Union Steward and BCUWU 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.

### **11.5 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 time, 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.

### **11.6 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 BCUWU Representative. The written grievance shall provide:

- (1) a description of the of the incident(s) in dispute, if any, from which the grievance arose; and Article(s) of the agreement that have been violated,
- (2) 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 - Arbitration.

**11.7 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.

**11.8 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.

**11.9 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

### 12.1 Single Arbitrator

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

### 12.2 Appointment of an Arbitrator

The Parties shall, by mutual agreement, appoint an arbitrator who is available within the next three months from the Arbitrators Association of British Columbia.

### 12.3 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.

### 12.4 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.

### 12.5 Expenses of the Arbitrator

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

### 12.6 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

### 13.1 Right to Refuse

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

### 13.2 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

### 14.1 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 causal employees without the requirement for posting.

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

#### **14.2 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.

#### **14.3 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.

#### **14.4 Office Closure**

In the event of an office closure 14.6 will apply.

#### **14.5 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.

#### **14.6 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**

#### **15.1 Hours of Work**

- (a) The work week for regular full-time employees shall be thirty (30) hours per week over four (4) days. The average for regular part-time employees shall average not less than seventeen and one-half (17.5) 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.
- (b) An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.

#### **15.2 Overtime for Regular Full-Time Employees**

- (a) Hours in excess of thirty (30) but less than thirty-seven and one-half (37.5) hours per week will not be considered overtime and will be taken as time off in lieu at straight time. Employees will use this time off in lieu within the calendar year accumulated. They may carry up to three (3) days' time off in lieu to the next calendar year. Employees will not accumulate time off in lieu in excess of their annual vacation entitlement.
- (b) All hours in excess of thirty-seven and one-half (37.5) hours per week will be taken as pay or as time off in lieu at time and one-half of their hourly rate, or paid by mutual agreement.

(c) Employees shall provide electronic notice to the Personnel committee no later than the fifteenth (15<sup>th</sup>) of the month following which the overtime was accumulated.

**15.3 Overtime for Regular Part-Time Employees**

(a) All hours in excess of seven and one-half (7.5) straight time hours per day or their weekly contractual hours, shall be taken as pay or as time off in lieu on an hour for hour basis or paid by mutual agreement.

(b) Employees shall provide electronic notice to the Personnel committee no later than the fifteenth (15<sup>th</sup>) of the month following which the overtime was accumulated.

**15.4 Overtime for Working on a Paid Holiday**

(a) Where an Employee is required to work on a Paid Holiday, they shall be paid two (2) times the equivalent of their hourly rate.

(b) Compensation for overtime may be taken as pay or as time off in lieu of pay, by mutual consent.

**15.5 Overtime Bank**

Overtime accrued in a calendar year will be paid out upon request, but no later than December 31 of the same calendar year. A maximum of seventy-five (75) hours of accrued overtime may be carried over into the next calendar year by mutual agreement.

**ARTICLE 16 - RATES OF PAY**

**16.1**

Employee(s) shall be paid on a semi-monthly basis (on the 15<sup>th</sup> of each month and on the last day of the month).

**16.2**

Employees shall be paid on the pay-scale as provided in Appendix “B”.

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

**17.1 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.

**17.2 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.

**17.3 Training**

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

## ARTICLE 18 - HOLIDAYS, VACATIONS, AND BENEFITS

### 18.1 Paid Holidays

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

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

### 18.2 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.

### 18.3 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:

(1) In the first calendar year of service through fourth calendar year of service, six percent (6%) of pay (or twelve (12) working days per year for a four day workweek) up to December 31 to be paid not later than the next following January 15.

(2) In the fifth and subsequent years of service, eight percent (8%) of pay (or sixteen (16) working days per year for a four day workweek) up to December 31 to be paid not later than the following January 15.

### 18.4 Pension Plan

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

|                 | Employer Contributions | Employee Contributions |
|-----------------|------------------------|------------------------|
| January 1, 2017 | 3.5%                   | 3.5%                   |

### 18.5 Health and Welfare Plans

(a) The Employer will pay MSP Premiums for employees (see MOA #1 – Re: MSP Premiums for Employees).



(b) The Employer will pay one hundred percent (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 part – time employees (to be calculated and adjusted as necessary on a Quarterly basis). For temporary employees only, the employee may instead opt to receive an equivalent amount of pay in lieu.

## ARTICLE 19 - LEAVES

### 19.1 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, Leave taken will be with the possibility of an extension, without loss of seniority or employment security, and may be extended upon request. 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.

### 19.2 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).

### 19.3 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 to.

(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.

### 19.4 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 Indigenous office for the duration or period of the office.

### 19.5 Pregnancy or Parental Leave

#### Entitlement

Employees are entitled to 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 – PREGNANCY AND PARENTAL LEAVE

**PREGNANCY LEAVE ENTITLEMENT**

An employee who becomes pregnant is entitled to seventeen (17) consecutive weeks of maternity leave without pay, beginning no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual week of the birth.

Further pregnancy 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 19.6.

**PARENTAL LEAVE ENTITLEMENT**

(a) A person who becomes pregnant who does not take pregnancy leave is entitled to sixty-two (62) consecutive weeks of parental leave of absence without pay. Otherwise, a person who becomes pregnant is entitled to sixty-one (61) consecutive weeks of parental leave of absence without pay, beginning immediately after the end of the Pregnancy 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 PARENT**

The total number of weeks of pregnancy and parental leave for a birth parent is limited to seventy-eight (78) weeks, plus any additional entitlements provided for in Part A.

**SUPPLEMENTARY BENEFITS FOR PERSON WHO BECOMES PREGNANT**

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

During the first one (1) week of leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary top-up benefit equal to one hundred percent (100%) of the employee's normal basic salary, providing the employee has made application for EI maternity benefits.

During the next nineteen (19) weeks, the Employer will pay supplementary top-up benefits equal to ninety-five percent (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 person who becomes pregnant may be eligible for continued Employment Insurance parental benefits during this period.

**BENEFITS CONTINUATION**

For leaves taken pursuant to Article 19.5, the Employer shall maintain coverage for Health and Welfare Plans in Article 18.5, and shall pay the Employer's share of these premiums.

**ENTITLEMENTS UPON RETURN TO WORK**

An employee who returns to work after the expiration of maternity and/or parental leave shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period covered by the leave.

The Employee shall be placed in their former position with all increments to wages, benefits and vacation entitlements to which the employee would have been entitled had the leave not been taken.

PART B – PARENTAL LEAVE – SECOND BIRTH PARENT OR  
ADOPTIVE PARENT OR ADOPTING PARENT’S PARTNER

**PARENTAL LEAVE ENTITLEMENT**

An Employee who is the second birth parent, adoptive parent or adoptive parent’s partner of a newborn or newly adopted child, is entitled to sixty-two (62) 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 fifteen (15) additional weeks, will be granted to a primary adoptive parent where neither that parent nor their partner is taking maternity leave in conjunction with the same child.

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 sixty-two (62) weeks of EI parental benefits, which may be taken by either the birth mother, father, adoptive parent, or the adoptive parent’s partner, 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 SECOND BIRTH PARENT**

Where the second birth parent, adoptive parent or the adoptive parent’s partner 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 parent who is not taking pregnancy leave, adoptive parent or the adoptive parent’s partner a supplementary top-up benefit equal to ninety- five percent (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.

**19.6 Sick Leave**

- (a) Full time employees earn sick time at the rate of .75 per month per calendar year to a maximum of twenty-six (26) days. Part-time employees are entitled to sick leave equivalent to a full-time employee on a prorated basis.
- (b) Employees who commence their employment during the calendar year shall have the sick leave entitlement 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.
- (d) Employees may use up to two (2) days per year of earned sick time as wellness days. Wellness days will not be treated as time taken off for illness for the purpose of (c) above.

## ARTICLE 20 - HEALTH AND SAFETY

### 20.1 Statutory Compliance

The Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### 20.2 Unsafe Work

An employee may exercise their right to refuse to do unsafe work pursuant to the Occupational Health and Safety Regulations, Employees who believe that their work situation is unsafe may refuse to work in until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe. No employee will be subject to discriminatory or disciplinary action for refusing to work under this article.

## ARTICLE 21 - EMPLOYMENT EXPENSES

### 21.1 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 three (3) months of receiving Professional Development Funds, such funds will be returned to the Employer by the Employee.

### 21.2 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.

### 21.3 Professional Fees

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

**ARTICLE 22 - JOB DESCRIPTIONS****22.1**

Job descriptions are set out in Appendix “B” 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.

**22.2**

Where the Employer wishes to create a new bargaining unit position not covered by Appendix “B” 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****23.1 Duration**

This Agreement will be in effect from April 1, 2021 and shall expire on March 31, 2024.

**23.2 Labour Relations Code of British Columbia**

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

**23.3 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 31, 2023.
- (b) Where no notice is given by either party prior to December 31, 2023, both parties will be deemed to have given notice under this clause on December 31, 2023.

**23.4 Collective Bargaining**

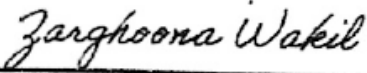
- (a) If notice to bargain is given in accordance with 23.3 above, the parties will meet as soon as agreeable for collective bargaining.
- (b) The Employer will be represented by a committee appointed by the Employer, and the Union will be represented by a committee elected by the bargaining unit, or appointed by the Union.
- (c) All provisions of the collective agreement remain in full effect until a renewal agreement has been agreed to by the parties.
- (d) 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.

Dated at Vancouver, B.C. this 8th day of October, 2021.

For B.C. Friends of Medicare Society



Edith MacHattie  
Co-Chair, Personnel Committee

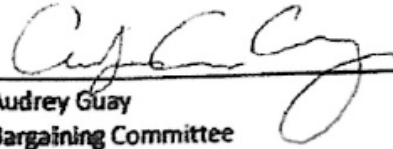


Zarghoona Wakil  
Co-Chair, Personnel Committee

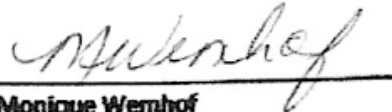
For BCUWU



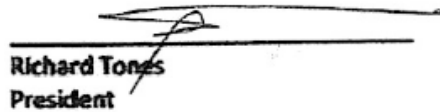
Usman Mushtaq  
Bargaining Committee



Audrey Guay  
Bargaining Committee



Monique Wernhof  
Business Agent



Richard Tones  
President

## APPENDIX A – WAGES

| Position   | Current | Eff. Apr 1/21<br>2% increase | Eff. Apr 1/22<br>2% increase | Eff. Apr 1/23<br>2% increase |
|------------|---------|------------------------------|------------------------------|------------------------------|
| Campaigner | \$41.48 | \$42.31                      | \$43.16                      | \$44.02                      |

| Position    | Current | Eff. Apr 1/21<br>2% increase<br>+ 2.25% wage<br>levelling | Eff. Apr 1/22<br>2% increase<br>+ 2.25% wage<br>levelling | Eff. Apr 1/23<br>2% increase<br>+ Wage levelling to<br>the same hourly rate<br>as the Campaigner as<br>at April 1, 2023 |
|-------------|---------|---|---|---|
| Coordinator | \$38.89 | \$40.56   | \$42.30   | \$44.02   |
| Organizer   | \$38.89 | \$40.56   | \$42.30   | \$44.02   |

On June 1 of each subsequent year of this agreement either party may initiate a wage reopener if the budget for the society has had a significant funding change either in a positive or negative way. This notice will be done in accordance with the provision of Article 23.3 Notice to Bargain and will be confined to the overall pay package.

**APPENDIX B - JOB DESCRIPTIONS****Campaigner – BC Health Coalition**

Full time 30 hrs/week

**Position overview:**

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:

- Designing and delivering campaigns, communications, and government relations strategies in close collaboration with coalition members;
- 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;
- Focusing campaigns of the BCHC on engaging citizens to take action to protect and expand public health care;
- Increase the number of supporters, members, and overall engagement of the public in the campaigns of BCHC;
- Raising the overall profile of the BCHC within the general public, media and government circles;

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

**Internal:**

- Maintain a campaigns budget in collaboration with the Coordinator
- Provide leadership in developing and supporting local and province-wide campaigns in support of public health care;
- Build and maintain strong working relationships with key labour and community partners locally, provincially and nationally
- Work with the Coordinator to plan, implement, and manage the campaigns of the BCHC;
- Attend BCHC Steering Committee and Coalition working group meetings
- Produce high quality written materials including policy briefs, campaign documents, news releases
- Develop, deliver and evaluate communications strategies
- Oversee health policy research projects 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.;
- Develop new initiatives of the BCHC;



- Work to increase the overall profile of the BCHC;
- Work together with other staff to share general office tasks (including data base related work), coordinate work schedules, and support Steering Committee and working group members.
- Lobby elected officials to push the coalition's agenda and work

**Qualifications:**

- Leadership experience in a campaigning/advocacy setting
- Experience working as a community organizer;
- Experience in lobbying and government relations
- Experience with or knowledge of the trade union movement;
- Experience working in a coalition, consensus-based environment;
- Knowledge of effective use of digital organizing and campaign tools
- 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;
- 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
- Experience with coordinating staff and/or volunteer teams
- Exceptional verbal and written communications skills
- Excellent teamwork skills and ability to be self-directed and self-motivated when leading projects independently
- Comfortable working with online platforms such as Dropbox, Google, NationBuilder, Zoom, etc.

## Coordinator – BC Health Coalition

Full time at 30 hours/week

### Position overview:

The Coordinator 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:

### Administering the organization on a day-to-day basis:

- Monitor the budget with respect to revenue and expenditures and report monthly to the Finance Committee, Steering Committee, and BCHC staff
- Managing support for campaigns including contracting project work, managing accounts and paying bills
- Maintain financial accounts and banking activities, including working with the book-keeper on maintaining the general ledger of accounts and other records of operations as required
- Develop recommendations as needed regarding administrative, operational or budget issues in consultation with other BCHC staff and committees, and provide them to the appropriate committee(s) on a timely basis
- Answer and originate phone, written and email correspondence, as required
- Oversee operations and management of BCHC communications and IT infrastructure with the support of other staff
- Manage and maintain BCHC IT infrastructure including website, online campaign platforms, and donation tracking platforms

### Staff/Organization Coordination:

- Foster a strong work culture by coordinating organizational systems that allow staff to meet and collaborate effectively
- Build capacity within the internal operation of the organization through engagement with the Steering Committee and other stakeholders
- Provide leadership in organizational development including strategic planning and capacity-building with coalition membership
- Develop organizational work planning/prioritization processes and workflows with other staff
- Maintain organizational health by coordinating the development and implementation of organizational policies and processes
- Oversee the administration and implementation of personnel policies & processes including hiring, training, mentorship, and onboarding
- Support the Personnel and/or Organizational Health Committees in their work

### Facilitate the work of the Coalition's members:

- Coordinate, participate and attend Steering Committee meetings and activities
- Provide administrative, scheduling, and other support to Steering Committee such as recording minutes, circulating materials, and other duties as needed
- Coordinate, participate and attend Coalition meetings including working group meetings as needed

- Record minutes of meetings, and circulate materials to Steering Committee and other Committees as needed
- Work with other BCHC staff to respond to ongoing and emerging health care issues around B.C. using news releases, letters to the editor, online campaigns and other tactics as needed.
- Attend and represent the Coalition at community meetings and other Coalition functions.
  
- Fundraising
- Develop fundraising and donor development strategies
- Coordinate member fundraising campaigns, and work together with other staff on digital and legal defense fund fundraising activities
- Initiate and manage fundraising and outreach initiatives such as direct mail, online and other forms of fundraising;

**General:**

- Work together with other staff to share general office tasks (including, coordinating work schedules and plans)
- Support Steering Committee, working group members and other staff on campaigns and as otherwise required
- Design communication materials such as fact sheets, media releases, posters, flyers to support the campaigns of the Coalition as needed

**Qualifications:**

- Experience in organizational accounting and records maintenance
- Experience with fundraising and donor development
- Experience in staff/organizational coordination or management
- Experience in either grassroots community organizing, working with the trade union movement, health care, or non-profit leadership
- Experience with E-campaigns and the use of effective Social Media
- Excellent written communication skills, with demonstrated ability to understand and write for different audiences and formats
- Knowledge of public health care issues
- Ability to deal with leadership and representatives of Coalition member organizations

Ability to work collaboratively and effectively in a non-hierarchical, consensus-based team environment

### Organizer – BC Health Coalition

Full Time at 30 hours/week

#### Position overview:

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

- Work with the Campaigner and BC Health Coalition Working Groups to develop and operationalize campaigns, with a focus on member and community engagement
- Attend BCHC Steering Committee and Coalition working group meetings, provide administrative, scheduling, and other support to working groups such as recording minutes, circulating materials to working groups, and other duties as needed
- Develop and implement a systematic organizing strategy through education, base-building, and leadership development activities
- Build capacity within the internal operation of the organization through engagement with the Working Groups and other stakeholders
- Identify, recruit and support local leaders on coalition campaigns
- Maintain institutional relationships and form new connections with partner organizations/stakeholders
- Organize events and activities in communities, such as public forums, press conferences, etc., which occasionally includes traveling outside the Lower Mainland
- Coordinate BCHC social media presence to engage with members and the public on health care issues
- Participate in daily strategic decision-making related to emerging health care issues and campaign activities
- Support in the maintenance and use Nationbuilder database and websites
- Design print and on-line communications materials, as needed
- Act as spokesperson, as required
- From time to time, support and coordinate other staff people
- Work together with other staff to share general office tasks (including coordinating work schedules and support Steering Committee and working group members)

#### Qualifications:

- A demonstrated passion for public health care, social services, and community organizing
- Excellent verbal and communication skills; proven experience with all forms of member and campaign communication
- Experience in a campaign setting (political or non-profit)
- Experience/awareness and critical analysis of the public health care system and/or issues related to social determinants of health
- Self-directed, self-motivated, and ready to take initiative in identifying gaps and finding and implementing solutions, involving other team members as needed
- Demonstrated ability to work in a team
- Willingness to test ideas and step outside your comfort zone
- Well organized and comfortable working with online platforms such as Google docs, Facebook, Google Hangouts, shared calendars, etc.
- Experience using Customer Relationship Management (“CRM”) software, such as NationBuilder

**LETTER OF UNDERSTANDING #1  
RE: SENIORITY DATES**

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

|                 |                  |
|-----------------|------------------|
| Ayendri Riddell | May 21, 2019     |
| Usman Mushtaq   | April 8, 2020    |
| Audrey Guay     | October 26, 2020 |

**MEMORANDUM OF AGREEMENT #1  
RE: MSP PREMIUMS FOR EMPLOYEES**

Clause 18.5 - Health and Welfare Plans in the collective agreement states that "*The Employer will pay MSP Premiums for employees.*"

In the 2018 – 2021 collective bargaining, we agreed to take the savings generated from the reduction and subsequent elimination of premiums for the BC Medical Services Plan and place them in trust until the staff determined what they wanted to do.

The staff have made the decision to pay out the amount of the savings to the staff once a year. If a superior Health Benefit plan is available and staff agree to it, the \$900/year payment per employee would stop and be used to cover the cost of the Benefit plan.

In place of MSP Premiums, the Employer agrees to pay the following:

- Full-time Regular Employees will receive up to \$900 on December 31st prorated to the number of months they have worked for the year (\$75/month)
- Part-time Regular Employees will receive up to \$225 on December 31st prorated to the number of months they have worked for the year (\$75/month)

The Parties agree to continue to actively pursue options to improve the Health Benefit Plan and agree to meet and discuss possible options no later than July 31, 2021. This Memorandum of Agreement will remain in effect until replacement language is negotiated by the parties.