

Collective Agreement

Between

Vancouver Island University Faculty
Association
(the “Employer”)

- and -

Canadian Union of Public Employees
Local 1004
(the “Union”)

April 1, 2018 to March 31, 2020

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THIS AGREEMENT EFFECTIVE THE 1ST DAY OF APRIL, 2018

BETWEEN:

VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION
(Hereinafter called the “Employer”)
Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1004
(Hereinafter called the “Union”)
Party of the Second Part

ARTICLE 1 RECOGNITION

- 1.1 The Employer recognized the Union as the sole collective bargaining agent for all employees of the Employer except the President and an elected representative functioning in accordance with Article 2.3.
- 1.2 Within this Collective Agreement, “President” means President of Association, or another person designated by the Association.

ARTICLE 2 DUES CHECK-OFF AND UNION SECURITY

- 2.1 All employees shall, as a condition of employment, acquire and maintain Union membership, and all employees shall pay monthly dues to CUPE 1004. Such payment will be made by payroll deduction in accordance with the provisions of Section 16 of the *Labour Relations Code*.
- 2.2 The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one month of such deduction.
- 2.3 No work regularly performed by Office Managers in the bargaining unit shall be contracted out or be performed by anyone other than an Office Manager. Persons not covered by this Agreement shall not perform work that is normally performed by employees covered by this Agreement, except:
 - a) in the case of emergency.
 - b) work that has traditionally been performed by members of Vancouver Island University Faculty Association (VIUFA) with regard to strikes, Association committees, and internal and external Association political activities, or
 - c) any work traditionally done by the Association President, provided that such work does not result in the lay-off of bargaining unit members.

ARTICLE 3 PICKET LINES

- 3.1 Employees shall not be required to cross picket lines or to perform struck work.

ARTICLE 4 UNION BUSINESS

- 4.1 Union members shall be allowed reasonable time during working hours without loss of pay for the purpose of attending meetings with CUPE Local 1004 representatives and/or processing grievances, and meeting with the Employer with respect to negotiation of a Collective Agreement, administration of the Collective Agreement, and other collective bargaining matters.
- 4.2 A Union member may request leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld. Requests for such leave of absence shall be given precedence over any other applications for leave on the same day.
- 4.3 The Employer agrees that any officer of the Union who is on leave of absence for the purpose of performing his/her duties as an officer of the Union or any affiliated body shall not lose seniority in the service of the Employer and shall continue to accumulate seniority and vacation entitlement while performing such duties. Paid vacation taken for the year in which the Leave of Absence is taken will be prorated by the ratio of days actually worked divided by the days the participant would have worked but for the Leave of Absence. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to his/her former position.
- 4.4 With respect to any leave of absence granted without pay, the Employer shall maintain the employee's salary and benefits for the period of the leave of absence, and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within sixty (60) days for the cost of salary and benefits assigned to the leave. Where the leave of absence is for a duration of five (5) or fewer continuous days, the Employer shall bill the Union for wages only.
- 4.5 The Employer shall provide at the site of employment a bulletin board for Union business and announcements of interest to Union members. The location shall be in the business offices at a place agreeable to the Union.

ARTICLE 5 OTHER EMPLOYEE RIGHTS

- 5.1 There shall be no discrimination for any reason.

5.2 Sexual and Personal Harassment

5.2.1 Sexual Harassment

All employees have the right to work in an environment free from sexual harassment and personal harassment. For the purposes of this clause and without limiting the foregoing, sexual harassment includes:

- a) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
- b) Unwanted physical contact such as touching, patting, pinching or punching, or
- c) Implied or expressed promise of reward for complying with a sexually oriented request, or
- d) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- e) The inappropriate display of sexually oriented literature, pornographic or offensive material, or

5.2.2 Personal Harassment

For the purpose of this Article and without limiting the foregoing, personal harassment includes:

- a) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching and punching, or
- b) Unwelcome behaviour or comment that is directed at or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to the employee,
- c) Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an employee's assigned duties, or
- d) The improper use of power and authority inherent in the position held, so as to endanger an employee's position, threaten the economic livelihood of the employee, or in any way interfere with or influence the career of such an employee.
- e) Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

- 5.2.3 Employees may process complaints about harassment through the grievance procedure, subject to the following changes:
- a) Where a person who is the subject of the complaint is the Employer representative at any stage of the grievance procedure then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative;
 - b) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
 - c) An arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;
 - d) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint, if the parties agree.
 - e) An Arbitrator has the authority to fashion a settlement which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not other bargaining unit employees.
 - f) No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 5.2.4 Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews, and hearings where the employee's presence is requested.
- 5.2.5 Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- 5.2.6 Time limits shall be waived for filing grievance under this Article; however, grievances filed beyond six (6) months after the last incident may be denied on the grounds of unreasonable delay. The Employer assumes the burden of proof of unreasonable delay.

5.2.7 If the complainant chooses to file a simultaneous complaint with the Human Rights Council, the grievance procedure shall be exhausted before the Human Rights complaint proceeds to hearing. However, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human Rights Council and the Council chooses to act on the complaint.

5.3 Notwithstanding any other provisions of this Agreement, or any provisions of the *Employment Standards Act*, the benefits set out in the *Employment Standards Act* shall be deemed to be the minimum standards of employment under this Agreement, and will apply except where a provision more beneficial to the employees is set out in this Agreement.

5.4 Deferred Salary Leave

The Parties agree that a Deferred Salary Leave Plan shall be implemented during the term of the agreement. Regular employees shall be eligible to participate after two years of service with the Employer. The Leave period shall be no less than four months and no more than one year. On return from leave the employee shall be reassigned to his/her former position.

ARTICLE 6 EMPLOYER RIGHTS

6.1 Except as this Agreement otherwise specifies and subject to the job descriptions appended to this Agreement, the Employer retains the right to assign duties and to manage and direct employees, provided such rights are exercised fairly and reasonably.

ARTICLE 7 GRIEVANCE AND ARBITRATION

7.1 All grievances concerning the operation or application of this Agreement will first be discussed with the President. If no agreement is reached, the grievor may submit the grievance in writing, and the President will give a formal written response. If the grievance is not resolved, the grievor may submit the grievance in writing to the Association Executive, and the Executive will give a formal written response. A grievance must be filed in writing within forty working days of the alleged violation of the Agreement.

7.2 If a grievance is not resolved satisfactorily, either party may refer the matter to a single arbitrator. When such a referral is made the parties will agree on the single arbitrator. Failing agreement, either party may request the Labour Relations Board to make the appointment.

7.3 The arbitrator will hear the dispute within thirty (30) days of being appointed or as soon as possible and will render a decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties.

- 7.4 The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.
- 7.5 The arbitrator's fees and expenses will be shared by the parties, the Employer paying fifty percent (50%) and the Union paying fifty percent (50%). The Union and the Employer are each responsible for their own costs of representation.

ARTICLE 8 APPOINTMENT OF EMPLOYEES

8.1 Definition of Employees

8.1.1 Regular Full-Time

A regular full-time employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 1.1 of this Agreement and who has completed the probationary period.

8.1.2 Regular Part-Time

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 1.1 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of the Agreement, except as follows:

- a) Part-time employees on sick leave shall receive salary based on the number of hours normally worked;
- b) Vacation entitlement for part-time employees shall be provided in Article 16 based on the anniversary date of hire. Part-time employees shall receive pro-rated vacation pay based on the number of hours normally worked in a week;
- c) Benefits, other than Appendix C, and other leaves for part-time employees shall be pro-rated to provide the normal level of income for the contractual period, calculated in weeks;
- d) Paid holidays as per Article 17.1 and 17.4 on which a part-time employee is not scheduled to work shall be pro-rated based on the number of hours worked in the four (4) week period immediately preceding the statutory holiday.

8.1.3 Temporary

- a) A temporary employee is one so informed by the Employer at the start of employment.
- b) A temporary employee may only be hired to replace a regular employee on paid or unpaid leave pursuant to the terms of the Collective Agreement.

8.1.4 Casual

Casual employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the salary rates provided in this Agreement plus fifteen percent (15%) in lieu of benefits, inclusive of vacation and statutory holidays. An extension of the time period may be arranged by mutual agreement between the parties.

8.2 Appointment of Employees

- 8.2.1 The appointment of employees shall indicate whether the appointment is regular, temporary or casual and whether the appointment is full-time or part-time.
- 8.2.2 The appointment of employees shall be within one of the classifications of Office Manager.
- 8.2.3 A temporary employee shall not attain regular status during the period of his/her temporary appointment.
- 8.2.4 In accordance with clause 8.1.4, the Employer may also hire casual employees to replace regular employees who are absent or on leave under the provisions of this Agreement.

8.3 Probation – Regular Employees

- 8.3.1 Every new regular Office Manager/employee shall be on probation for the first three (3) months of employment.
- 8.3.2 The Association Executive shall appraise new regular employees during their probationary periods. If no appraisal is carried out, an employee's performance shall be deemed to be satisfactory.
- 8.3.3 Upon the successful completion of the probationary period, an employee shall become a regular employee and shall be placed on the seniority list in order of their date of appointment.
- 8.3.4 In the event that a regular employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the employee at least three (3) weeks' notice (or pay in lieu of notice) of the termination.

8.4 Probation – Temporary and Casual Employees

8.4.1 There shall be no probation period of temporary or casual employees.

8.4.2 In the event that a temporary employee becomes regular, if that Employee has worked as a temporary employee for a continuous period of four (4) months or more with a satisfactory appraisal, the probation period specified in Article 8.1.3 shall be waived.

ARTICLE 9 NEW CLASSIFICATIONS

9.1 Should a new classification be created during the life of this Collective Agreement, the addition to those positions described in the job descriptions appended to this Agreement (Appendix B), the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be effective from the first day of the new classification.

ARTICLE 10 NEW APPRAISALS

10.1 The Employer may conduct formal appraisals of a regular employee's performance. The procedures for such appraisals shall be worked out in consultation with the employee and the Union.

10.2 The Employer shall conduct formal appraisals of every temporary employee upon the completion of their appointment. The appraisal should follow closely the criteria for formal appraisal for regular employees.

ARTICLE 11 JOB VACANCIES AND OTHER APPOINTMENTS

11.1 Job Vacancies: When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to the existing regular employees, then to temporary employees, then to new hires.

11.2 In filling vacant positions, the Employer shall award the position to the senior qualified regular employee applicant.

11.3 In filling vacant positions where there are no regular employee applicants for the position, the Employer shall award the position to the qualified temporary employee applicant who has exhibited satisfactory performance, and with the greatest total accumulated service.

11.4 Qualifications for a new or vacant position and the determination of whether or not the employee is qualified for the position shall be determined by the Employer in consultation with the Union.

ARTICLE 12 SENIORITY, LAY-OFF AND RECALL

12.1 Seniority for a regular employee is defined as the length of the employee's continuous employment (full or part-time) from the date of commencement of regular employment, plus time worked as a casual or temporary employee.

12.2 During all leaves of absence from work, a regular employee's seniority shall be maintained.

12.3 Order of Lay-Offs

12.3.1 Casual and temporary employees will be laid off first in reverse order of hire before any regular employees.

12.3.2 Regular employees: Lay-offs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining regular employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each regular employee is given in Appendix A.

12.4 Regular employees with over five (5) years service shall receive at least five (5) months notice of lay-off, or pay in lieu of notice. Other regular employees shall receive at least three (3) months notice of lay-off or pay in lieu of such notice.

Temporary employees shall receive at least two (2) months notice, or pay in lieu of notice, if lay-off occurs prior to the end of the employee's term of employment. casual employees shall receive at least two (2) weeks notice, or pay in lieu of such notice, if lay-off occurs prior to the end of the employee's term of employment.

12.5 For a period of two (2) years following the date of lay-off, laid-off regular employees shall have the right of recall to any position for which they are qualified except where the Employer, in consultation with the Union, determines that the employee does not have the capabilities and qualifications to perform the work. Recall will be in the order of seniority.

12.6 Temporary and Casual Employees – Right of Recall

12.6.1 For a period of two (2) years following the end of their employment term, temporary employees shall have the right of recall on a 'last off, first on' basis to fill any temporary or casual position for which they are qualified, subject to 12.5. A casual position shall count as time worked for a temporary employee.

12.6.2 For a period of two (2) years following the end of their employment term, casual employees shall have the right of recall on a 'last off first on' basis to fill any casual position for which they are qualified, subject to 12.5 and 12.6.1.

12.7 The Employer shall lay-off employees only for lack of work, or shortage of funds.

12.8 Severance

Upon lay off, a regular employee shall receive severance pay of one month's salary for each year of service to a maximum of six (6) months.

ARTICLE 13 DISCIPLINE

- 13.1 The Employer shall not dismiss, suspend, demote, or discipline an employee bound by the Collective Agreement except for just and reasonable cause. In case of a dismissal, suspension, demotion, or reprimand, the Employer shall give written notification of and reasons for the action taken.
- 13.2 An employee shall have a Union Representative present at any discussion with supervisory personnel which could form the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview.

ARTICLE 14 HOURS OF WORK, OVERTIME AND LEAVES

14.1

14.1.1 The hours of work for the Office Manager shall total twenty-eight (28) hours per week. The Office Manager will schedule these hours in consultation with the executive officers. Regular hours worked in any one day shall not exceed seven (7) hours unless mutually agreed to for the sole purpose of reducing the number of days in the work week.

For the purpose of computing overtime for the Office Manager, all time worked after seven (7) hours per day (unless mutually agreed to under 14.1), or thirty-five (35) hours per week, shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the Employee's hourly rate.

It is agreed that the hours of work set forth under this Article can be adjusted on the agreement of the parties during the lifetime of this Agreement.

14.1.2 Hours of work for the Labour Relations Advisor

The Labour Relations Advisor position is a twenty-one (21) hours per week position. The actual hours worked from week to week will vary dependant on the needs of the VIUFA and the Labour Relations Advisor's external obligations. Scheduling of Labour Relations Advisor hours shall be mutually agreed to by the Labour Relations Advisor and the Employer.

Should the hours exceed twenty-one (21) hours per week, but not exceed thirty-five (35) hours per week, the Labour Relations Advisor shall accrue straight time off in lieu, except where, with agreement of the Employer, the Labour Relations Advisor elects to be paid for the time.

Should the hours exceed thirty-five (35) hours a week, the time shall be considered overtime and either paid at the rate of one hundred and fifty percent (150%) or accrued as time off in lieu at a ratio of 1.5 hours in lieu for each hour of overtime.

14.2

- a) All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the employee's prorated hourly rate. All time worked on Sundays, or on a statutory holiday, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's prorated hourly rate. Overtime may be taken as time off in lieu, by mutual agreement.
- b) Overtime must be authorized by the Employer. The employees will have the option of overtime pay, or time off in lieu of pay, for all overtime worked. Overtime for the employees is voluntary, and the employees have the right to refuse overtime.

14.3 There shall be two (2) fifteen (15) minute paid breaks per day.

ARTICLE 15 WAGES

The hourly rate of pay shall be:

Effective Date	01-Apr-18	01-Apr-19
	2.00%	3.00%

Labour Relations Advisor

First year rate (95% of job rate)	\$52.80	\$54.39
Job Rate	\$55.58	\$57.25

Office Manager

First year rate (95% of job rate)	\$34.04	\$35.06
Job Rate	\$35.83	\$36.90

ARTICLE 16 ANNUAL VACATION

- 16.1 Supportive Staff employees shall receive vacation as follows:
- a) In the first (1st) year of service – two (2) weeks of vacation at four percent (4%) of gross wages after successful completion of the probationary period;
 - b) In the second (2nd) and up to and including the fourth (4th) full year of service – three (3) weeks of vacation time at six percent (6%) of gross wages;
 - c) In the fifth (5th) year of service and up to and including the eighth (8th) full year of service – four (4) weeks of vacation time at eight percent (8%) of gross wages;
 - d) In the ninth (9th) year of service and up to and including the twelfth (12th) full year of service – five (5) weeks of vacation time at ten percent (10%) of gross wages;
 - e) In the thirteenth (13th) year of service and up to and including the twenty-fourth (24th) full year of service – six (6) weeks of vacation time at twelve percent (12%) of gross wages.
 - f) In the twenty-fifth (25th) year of service and subsequent years of service – seven (7) weeks of vacation time at fourteen percent (14%) of gross wages.
- 16.2 Up to one-half (½) of the employees accrued vacation time and pay may be taken anytime during the year. Any remaining vacation pay shall be paid out over two (2) pay periods following the last day of work in June.
- 16.3 For partial years of service, vacation shall be pro-rated on the basis of the entitlement for the current year.
- 16.4 Vacation entitlement is accrued in each anniversary year. An anniversary year for vacation purposes is the year beginning August 15th and ending August 14th of the following year

Annual vacation is taken within the anniversary year in which it is accrued and shall be deducted from the total entitlement for that year. With the Employer's approval, up to fifty percent (50%) of a year's vacation entitlement may be carried over to the following year. Such approval shall not be unreasonably withheld.

The parties recognize June, July and August as preferable months for vacation. Employees who are unable to take vacation due to the need of the employer, shall have the option of having remaining vacation paid out over two (2) pay periods following the last day worked in the week ending August 14th or carry vacation over to the next year.

16.5 Vacation Approval and Scheduling:

16.5.1 Vacation shall be taken at a time approved by the Employer; such approval shall not be unreasonably withheld and shall reasonably accommodate the choice of the employee. In scheduling the vacations of employees, the Employer shall make reasonable effort to arrive at an equitable arrangement of vacation scheduled for all employees.

16.5.2 Changes to an employee's approved vacation may occur only with the mutual consent of the Employer and the employee.

ARTICLE 17 PAID HOLIDAYS

17.1 Employees will receive the following statutory holidays off with pay:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) B.C. Day
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

Employees will also receive any other day declared a holiday by the Federal, Provincial, or Municipal governments

17.2 The amount of pay that the employee shall receive for the statutory holiday shall be equal to their regular weekly hours divided by thirty-five (35) hours multiplied by their regular day's pay regardless of whether the holiday falls on one of their usual workdays.

17.3 Employees shall receive one floating holiday per year.

17.4 Employees shall receive time off with pay on the last working day before Christmas Day. Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day.

ARTICLE 18 PROFESSIONAL DEVELOPMENT/STAFF TRAINING

18.1 Regular Full-Time/Part-Time Employees:

An Office Manager and Labour Relations Advisor on regular full-time/part-time appointments shall be eligible for up to five (5) working days for professional development and training activities. When additional professional development days are needed, employees may, upon written application to the President or designate, request additional days.

18.2 Professional development entitlements do not apply to temporary or casual employees.

18.3 Professional development or staff training days not used in one year shall not carry forward to the following year.

18.4 Staff Training

18.4.1 Where the Employer designates education or training as job required or Employer initiated, the Employer shall pay the fees and reasonable expenses for the employee to participate in the activity. Such designation shall take place after consultation with the employee. Employees who disagree with the Employer's designation of the activity as training, or as not required for the performance of their duties, shall have the right to grieve that decision in accordance with the provisions of Article 7 (grievance procedure).

18.4.2 Attendance at such activities shall be treated as time worked by the employee.

18.5 Professional Development:

18.5.1 Professional development and training activities are defined as those activities which enhance employee's abilities to perform their duties or those activities which enhance employees' career development through self-directed and self-initiated activities.

18.5.2 The Professional Development Committee shall consist of one (1) Employer representative (President or designate) and two (2) Union representatives (as appointed by the Union) or as agreed by the parties.

18.5.3 The Committee shall meet by October 1st each year.

18.5.4 In any year:

- a) Each Office Manager is guaranteed a minimum allocation of four hundred dollars (\$400.00) in approved PD funds.
- b) Each Labour Relations Advisor is guaranteed a minimum allocation of one thousand hundred dollars (\$1000.00) in approved PD funds.
- c) An employee may carry forward his/her unused minimum allocation from year to year, but such accumulated funds shall not be paid upon the employee's termination, resignation, layoff, retirement or death, and the accumulated amounts are not to exceed three thousand dollars (\$3000.00).

ARTICLE 19 BENEFITS AND PENSIONS

19.1 The Employer will provide each employee access to the following benefit plans as enumerated in Appendix C: Medical, Extended Health, Dental, Group Life Insurance, and Accidental Death and Dismemberment Insurance, and Long Term Disability. There shall be no changes in coverage either in terms of the carrier or benefit levels without the mutual agreement of the Parties to this Agreement.

19.2 Benefit Plan:

19.2.1 The Employer will pay one hundred percent (100%) of the premiums for the Medical, Extended Health, Dental, Weekly Indemnity, Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance Plans. The Employer agrees to pay, on a twelve (12) month basis, the Employer's share of employee benefits for regular employees whose employment year is not less than ten (10) months.

19.2.2 The Long Term Disability Plan shall not pay wage loss benefits beyond the employee's sixty-fifth (65th) birthday and employees sixty-five (65) and over are not eligible for Long Term Disability

19.2.3 Notwithstanding Article 19.2.1, if the carrier's premium for an employee's Group Life Insurance exceeds the Employer's maximum (defined as one hundred and five percent (105%) of the carrier's premium for Group Life Insurance for a sixty-four (64) year old employee) the employee shall be responsible for paying the amount in excess of the Employer's maximum.

If the employee does not wish to pay the amount above the Employer's maximum, the employee shall not be entitled to Group Life Insurance.

19.2.4 Notwithstanding Article 19.2.1, if the carrier's premium for an employees' Accidental Death and Dismemberment Insurance exceeds the Employer's maximum (defined as one hundred and five percent (105%) of the carrier's premium for Accidental Death and Dismemberment Insurance for a sixty-four (64) year old employee) the employee shall be responsible for paying the amount in excess of the Employer's maximum.

If the employee does not wish to pay the amount above the Employer's maximum, the employee shall not be entitled to Accidental Death and Dismemberment Insurance.

19.3 Pension Plan:

19.3.1 All employees shall be given the option of enrolling in the Municipal Pension Plan or in a Registered Retirement Savings Plan upon commencement of employment.

19.3.2 The Employer shall continue to pay each year the Employer's contribution to the Municipal Pension Plan, or if the employee does not qualify, or does not opt for membership in the Municipal Pension Plan then the Employer shall pay into a Registered Retirement Savings Plan and amount equal to six percent (6%) of the employees' gross annual salary.

ARTICLE 20 EXPENSES

20.1 Work and travel expense policies adopted by the Employer for its members shall be applied to all employees under this Agreement, provided they are consistent with this Agreement. An employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer.

20.2 Expense rates shall be amended in accordance with any increases in the Employer's expense rates for its members during the term of this Agreement. The expense rate for employees during this term of the Agreement shall not fall below those rates in effect at the time the Agreement is signed.

20.3 Receipts are required for all expenses.

20.4 Additional expenses shall not be reimbursed unless they are authorized in advance by the President.

20.5 In-Town Expenses:

Employees who are on the Employer's business while away from the Association office, or who are required to work outside regularly scheduled working hours shall be reimbursed for expenses. The Employer will reimburse an employee who is required to work after his/her regularly scheduled hours of work for taxi fare.

20.5.1 Child Care Expenses:

Article 20.6 notwithstanding, employees required to work outside of normal hours, or travelling out of town on FPSE business, shall be reimbursed for child care expenses at the rate of eight dollars (\$8.00) per hour to a maximum of twenty-four (24) hours. The wage rate will vary in accordance with variations in minimum wage (ESA).

20.6 Over-Time Meal Allowance:

The Employer will reimburse employees who are required to work two (2) or more hours after their regularly scheduled hours of work for a meal at the rate of: Breakfast – twelve dollars (\$12.00), Lunch – twenty dollars (\$20.00), Dinner – twenty-eight dollars (\$28.00). Where a whole day is claimed – sixty dollars (\$60.00).

20.7 Child Care:

For child care expense, full-time regular employees will receive the sum of two thousand dollars (\$2,000.00) annually for one (1) child of twelve (12) years of age or younger, and a further one thousand dollars (\$1,000) for one additional child of twelve (12) years of age or younger.

For child care expense, part-time regular and temporary appointment employees shall receive a pro-rated amount.

ARTICLE 21 AUTOMOBILE TRANSPORTATION

21.1 Employers shall reimburse the employee for the cost of parking at VIU that exceeds the following

$$\frac{\text{salary of the employee}}{\text{top step of VIUFA Faculty Salary Scale}} \times \text{cost of parking pass at VIU}$$

21.2 The Employer shall provide reasonable parking to all employees.

ARTICLE 22 SICK LEAVE

- 22.1 An employee absent from work on account of illness shall continue to receive their full salary and benefits for up to and including thirty (30) calendar days of each illness. If the illness goes beyond the thirtieth (30th) day the employee shall be eligible for Weekly Indemnity Plan payments and if the illness continues and goes beyond the eligibility period, Long Term Disability Plan payments will be forthcoming. Following five (5) working days of such absence, an employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner. The Employer shall pay any cost associated with a request for medical certificate.
- 22.2 Portions of accumulated bank time (overtime and paid holidays) may be used by the employee to make up the difference between Weekly Indemnity and full salary and Long Term Disability and full salary. Portions used shall be equal to the amount required to permit the employee to earn their regular wage.
- 22.3 Salary continuance days will be substituted for vacation time where an employee can demonstrate that he or she was ill during scheduled vacation time.
- 22.4 Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the employee is entitled to time loss compensation therefore under the *Workers' Compensation Act*, he/she shall not be entitled to receive salary continuance (see Article 22.1) for time lost by reason of any such disability.

In the event that the employee may be eligible for wage loss benefit from another source such as ICBC or WCB, the Employer shall provide sick leave, short term and long term disability payments in accord with the Collective Agreement providing that the Employer (or STD/LTD carrier) is reimbursed if the claim for wage loss is successful. The employee will be required to make a claim against any liable third party.

The employee will be required to reimburse the Employer (or STD/LTD carrier) the lesser of the net amount he/she receives from the other source and the amount of the payments received from the Employer (or STD/LTD carrier).

- 22.5 In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee is entitled to use sick leave entitlement for this purpose up to a maximum of ten (10) working days per year.

ARTICLE 23 MATERNITY/PATERNITY/ADOPTION LEAVE

- 23.1 An employee is entitled to leave of up to one year in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to Article 23.2, this leave will be unpaid.

- 23.2 Upon the birth or adoption of a child to an employee or to an employee's spouse or spouse-equivalent, the employee will be entitled to the equivalent of twelve (12) week's pay or equivalent provision in compliance with the requirements of the E.I. Sub Plan, which will be apportioned over all or part of the period which the employee is actually off work pursuant to Article 23.1. This provision may be used to supplement E.I. maternity benefits in accordance with the E.I. Act.
- 23.3 In accordance with the preceding and for the duration of the maternity/paternity leave, the Employer shall make its normal premium payments for those of the following benefit plans in which the employee actually participates: Medical, Extended Health, Dental, Life and A.D. & D. Insurance, Municipal Superannuation Plan and Employer-funded RRSP. Vacation and Sick Leave benefits will accrue for the duration of the maternity/paternity leave.
- 23.4 An employee on maternity, paternity, or adoption leave shall return to his/her former position or to a position of equal rank and salary.

ARTICLE 24 POLITICAL LEAVE

- 24.1 If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the employee, all health and welfare and statutory benefits. The employee shall reimburse the Employer for the cost of the benefits maintained.

If elected to full-time Office, leave of absence shall be provided for the term of the office. Leave under this Article shall be limited to one (1) term of office. The employee shall give the Employer two (2) months' written notice prior to resuming his/her position with the Employer. Written notice of taking political leave of absence shall be given by the employee at least one (1) month prior to the commencement of the leave.

ARTICLE 25 GENERAL

- 25.1 Smoking is not permitted inside the Association office.
- 25.2 All typewritten and/or word processed work in the office of the Employer shall bear the Local 1004 CUPE Union Label if such work is performed by a member of the Union.

ARTICLE 26 OTHER LEAVES

- 26.1 An employee is entitled to five (5) days paid leave in the event of serious illness or the death of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, or any other person living in the home as a member of their family as defined by the federal Government, Provincial Government, Legislation, or Act. With the Employer's approval, this leave may be extended by up to one (1) month's leave of absence without pay.
- 26.2 All regular employees, after two (2) years from their date of hire as a regular employee, may apply for and receive up to one (1) year leave of absence without pay. The employee shall give at least three (3) months notice prior to the commencement of such leave. Approval for such leave must be obtained from the Employer in writing and shall not be unreasonably withheld. Unless the Employer and the employee mutually agree otherwise, upon completing such a leave of absence without pay, the employee shall return to their former position. Unless the Employer and the employee mutually agree otherwise, the employee shall complete another two (2) years of employment before becoming eligible for another leave of absence without pay under this Article.
- 26.3 Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer. Such leave will not be unreasonably requested nor withheld.
- 26.4 An employee is entitled to paid leave as required in the event that the employee is summoned as a juror or witness in any court or tribunal empowered by law to compel attendance of witnesses. The employee shall remit to the Employer all monies paid to him/her by the court, except for the travelling and meal allowances not reimbursed by the Employer.
- 26.5 An employee shall receive time off with pay in the event of doctor and dentist appointments, which cannot reasonably be made outside normal working hours. Such time off must have prior approval of the Employer. Such approval shall not be unreasonably withheld.
- 26.6 An employee may be granted a special leave of absence without pay to assist an employee in coping with domestic contingencies or unforeseen emergencies that affect the employee or the employee's immediate family. This special leave may be granted, in addition to any other leave entitlement, for but not limited to such domestic contingencies such as illness in the immediate family, births, care of elderly members of immediate family, moving, marriage of an employee. Such special leave shall not be unreasonably withheld. The employee shall give reasonable notice where possible.

26.7 Domestic Violence

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.
- (c) The employee will not be subject to discipline if their attendance or poor work performance is due to an abusive or violent situation.
- (d) The employee is entitled to three (3) months of unpaid leave due to domestic violence or abuse.

ARTICLE 27 TERM OF AGREEMENT

- 27.1 This Agreement shall be in full force and effect from April 1, 2018 to March 31, 2020 both dates inclusive, and shall continue from year to year unless written notice is given by either party of their intent to negotiate changes within four (4) month period preceding the expiry date of the Agreement. During the period of negotiation, the Agreement shall remain in full force and effect. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

ARTICLE 28 INFORMATION TO THE UNION

- 28.1 The Employer shall inform the Union in writing of the terms of employment and salaries of all employees at the time of hire.
- 28.2 The Employer shall not propose any terms and conditions of employment for any individual employee that are in any way at variance with the Collective Agreement without the prior consent of the Union.

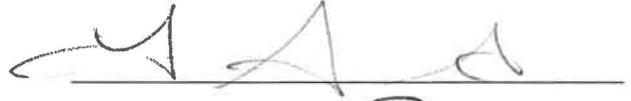
CUPE Local 1004 – and – Vancouver Island University Faculty Association

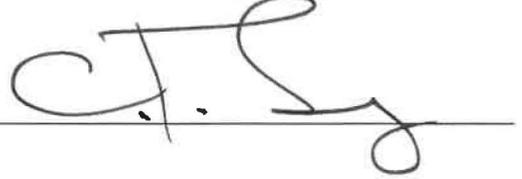
Dated at Nanaimo, BC, this 5th day of September, 2018

For the Canadian Union of Public
Employees, Local 1004

For the Vancouver Island University
Faculty Association







ts/ks - cope:491

LETTER OF UNDERSTANDING

between

Vancouver Island University Faculty Association

and

the Canadian Union of Public Employees, Local 1004

Re: Unused Professional Development Funds

The parties agree that the unused Professional Development funds to be carried forward into the 2016 Professional Development year will be four hundred dollars (\$400.00) for the Office Manager and one thousand dollars (\$1000.00) for the Labour Relations Advisor. No further claim, except to these amounts, will be made to Professional Development funds deemed to be accumulated in the years prior to the 2016 Professional Development year.

The Professional Development year is from April 1 to the following March 31.

Signed this 5th day of September, 201~~8~~⁹

For the Canadian Union of Public
Employees, Local 1004

For the Vancouver Island University
Faculty Association



LETTER OF UNDERSTANDING

between

Vancouver Island University Faculty Association

and

the Canadian Union of Public Employees, Local 1004

Re: Benefits Reopener

The Employer agrees to research their ability with their benefits provider to enhance the benefits as proposed by the Union on March 13, 2018. The Parties agree to meet and reopen negotiations on the following items by the May 31, 2018:

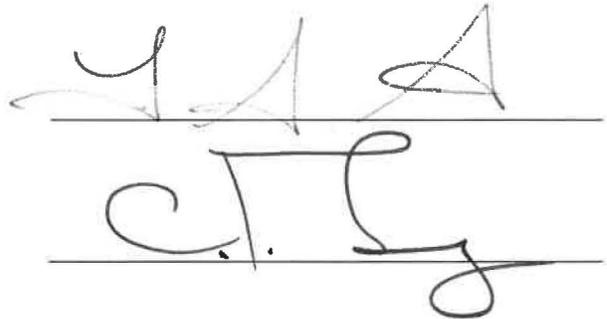
1. Vision Care;
2. Eye exam;
3. Reimbursement of benefits;
4. Orthodontic;
5. Updating of Appendix C.

Signed this 5th day of September, 2018

For the Canadian Union of Public
Employees, Local 1004



For the Vancouver Island University
Faculty Association



APPENDIX A

Seniority List

Administrative/employees:

Date of Initial Appointment

Neil McLeod
Laura Buechler

March 4, 2013
March 12, 2018

APPENDIX B

Office Manager

Job Summary

The Office Manager provides clerical and administrative support for the Faculty Association.

The duties of the Office Manager include:

1. **Membership List**
 - Maintain a current membership list in a computer file, and documents pertaining to it
 - Follow up on membership forms: inform the Personnel Stewards Committee of new members; check payroll list and Human Resources to ensure that all bargaining unit member have been given the opportunity to become Association members

2. **Filing**
 - Establishing and maintaining an up-to-date filing system that is well-organized;
 - Maintaining a list of files and documents that are borrowed from the office and checking to ensure their return

3. **Typing and Word Processing**
 - Minutes for Executive, Regular, AGM, and other committee meetings, as requested
 - For members of the Executive and the Labour Relations Advisor primarily, but also for any faculty member involved in VIUFA business, especially in grievance proceedings;
 - Drafts of Collective Agreements, Constitution, etc.
 - Correspondence – editing, putting on letterhead
 - Under the direction of the Chief Steward and/or the Labour Relations Advisor, preparation of documents (including correspondence) related to labour relations issues
 - Assist in the production and distribution of newsletters, announcements, bulletins, as requested

4. **Compiling and Collating Statistics**
 - Compiling and collating statistics for Taskforce reports such as Statistics Canada, Registrar of Companies, Status of Women Committee, as needed
 - Filing reports and paying annual premiums to the Workers' Compensation Board
 - Filing reports with other agencies as required

5. **Communications**

- Prioritize and relay messages
- Answering VIUFA members' enquiries or directing them to the appropriate source of information
- Maintaining a mailing list: inter-campus and external
- Managing mail daily in accordance with established procedures
- Sending mail by courier
- Purchasing postage and arranging for special delivery mailings through a post office
- Sending, receiving and distributing FAX messages
- Establishing and maintaining current email distribution lists; managing email
- Maintain the confidentiality of private information
- Build and maintain various institutional reference lists, particularly of faculties, departments and associated Deans, Secretary
- Distributing bulk mailings, such as CAUT, and Faculty Association Newsletter, directly to VIUFA members
- Assist with VIUFA website

6. **Meetings**

- Organize and attend meetings, as required; book meeting rooms; arrange catering as requested; inform executive or membership of meeting days, times and locations; take and transcribe minutes as required; prepare and distribute minutes after meetings

7. **Travel and Accommodation Arrangements**

- Making travel and accommodation arrangements for members of the Executive and other VIUFA members, as requested

8. **Office Equipment and Supplies**

- Purchasing necessary supplies for the office and as required by individual committees
- Arranging for purchase, maintenance and repairs of office equipment
- Maintaining appropriate insurance coverage for office contents

9. **Financial**

- Subject to the supervision of the Treasurer, handling the day-to-day financial affairs of the Association, including accounts receivable, using the Simply Accounting system
- Record keeping
- Making bank deposits, transfers; reconciling the monthly bank statements
- Making arrangements with bank for changes in Signing Officers for the VIUFA accounts
- Maintaining a petty cash fund for postage and small item purchases
- Assisting the auditor at the annual audit: providing documents and information
- Assisting the Treasurer and President in preparation of the annual budget, providing documents and information
- Paying annual membership dues to organizations such as the Canadian Centre of Policy Alternatives, and the Canadian Labour Council; paying monthly dues to the

Federation of Post Secondary Educators; calculating and paying annual premiums for Workers' Compensation, etc.

- Working with a bookkeeper to ensure accuracy and clarity of accounting records

10. **Software Competency**

- Re: MS Word for Windows, MS Excel, Simply Accounting, MS Publisher, Wordpress

11. **Reports to the President**

Under the general direction of the President, the office Manager will work independently on the day to day responsibilities of the job. The Office Manager is expected to work closely with the Labour Relations Advisor and to take direction from them as appropriate.

12. **Required Qualifications**

Experience managing the operations of the office of a union or a similar such office including knowledge and experience supporting labour relations staff.

Labour Relations Advisor

Job Summary

The Labour Relations Advisor provides labour relations support to the Committee of Personnel Stewards, the Contract Negotiating Committee and the Executive of the Faculty Association.

The duties of the Labour Relations Advisor include:

1. Assisting the Chair of the Committee of Personnel Stewards with all aspects of labour relations matters including grievance handling and Labour Relations Board matters.
2. As needed, and at the discretion of the Faculty Association, acting as counsel for the Faculty Association in any labour relations matter.
3. Providing training and/or workshops, as required, for stewards.
4. Assisting the Chair of the Committee of Personnel Stewards with the development of any reports needed for submission to F.P.S.E.
5. Assisting the Chair of the Contract Negotiations Committee with all aspects of negotiations, including, at the discretion of the Faculty Association, acting as spokesperson for the Faculty Association in any negotiations with Vancouver Island University.
6. Providing training and/or workshops, as required, for bargaining committee members.
7. Assisting the Chair of the Contract Negotiation Committee with the development of any reports needed for submission to F.P.S.E.
8. Writing articles for the Faculty Association Newsletter.
9. Providing assistance and advice to the Faculty Association Executive as required.
10. Maintains currency in all aspects of B.C. labour relations law.

Reports to the President

Under the general direction of the President, the Labour Relations Advisor will work independently on the day to day responsibilities of the job. The Labour Relations Advisor is expected to work closely with the Chair of the Committee of Personnel Stewards and the Chair of the Contract Negotiating Committee and to take direction from them as appropriate.

Required Qualifications

The Labour Relations Advisor is required to have a relevant degree and significant experience providing labour relations expertise in a unionized context.

APPENDIX C

Benefits for Vancouver Island University Faculty Association Members of CUPE Local 1004

<u>BENEFIT</u>	<u>DESCRIPTION</u>
Life Benefit (RBC Insurance) and AD&D (Lloyds of London)	Three times income, maximum \$300,000, non-evidence maximum \$150,000.
Accidental Death & Dismemberment	➤ to match Group Life
Long Term Disability (RBC Insurance)	<p>Monthly benefit calculated as 70% of gross monthly earnings, maximum \$6,000, non-evidence maximum \$6,000; elimination period is 180 days, benefit is taxable.</p> <p>Any changes in these rates are as a result of a change in the demographics of your group. Additionally, occupational classifications, employee turnover and fluctuation in the number of lives are considered. RBC Insurance strikes an 'average age' for your group and then determines what the rate for that average age should be (e.g. all the original participants are now one year older).</p> <p>There have been no long term disability claims during the past year.</p> <p>RBC is requesting a 5.2% increase in the life rate and 5% increase in the long-term disability rate for the coming year.</p>
Work-Life Program	<p>Employee Assistance</p> <p>As part of their benefit, RBC Insurance includes their work-life EAP (previously called <i>Life Balance</i>). This program provides comprehensive support to help employees manage workplace stress and deal with personal and family issues ranging from server to everyday problems. Available to all employees and their family members, the work-life EAP program provides 24 hours/7 days a week access to professional advice, as well as 3 face-to-face sessions per problem when needed. These EAP services are extended to a deceased employee's family for 90 days from the date of the employee's death at no additional cost. Supervisory advice and counselling are also available to employers and their managers. Access to the program is via a toll-free number, or via RBC's website at</p>

Best Doctors

www.lifebalance.net. Information is available in both French and English.

This service provides employees with a unique combination of information and access to the best medical care when it matters most. IF diagnosed with a serious illness or injury, your employees and their eligible dependents have access to the *Best Doctors* excerpt team of physicians who can conduct a thorough and comprehensive medical evaluation of their condition.

The *Best Doctors* service works with the employee's treating physician to access and consult with the top medical experts to re-define or confirm an employee's medical diagnosis and treatment protocol.

Employees can access the *Best Doctors* bilingual service, 24/7, through a dedicated toll free line at 1-866-611-8898, or visit online at www.bestdoctors.com/rbc.

**You must be covered for LTD to access these benefits*

Basic Medical
(Medical Services Plan)

- as established by the Plan

Extended Health Care (Pacific Blue Cross)

- *Reimbursement is 80% for the first \$1,000 of eligible expenses and 100% thereafter*
- *Annual deductible is \$25 for each employee or family*
- *BlueNET pay direct drug cared included*
- *Hospital coverage includes both private and semi-private*
- *Hearing Aids: \$600/4 years for adults, \$1,000/4 years for children*
- *Vision care included at \$600 every 24 months*
- *Eye exams included at \$150/2 years*
- *Paramedical Services: Unlimited maximum for Physiotherapists and Massage Therapists, \$500 maximum for all others.*

➤ **MEDICAL INFLATION**

During the past decade the cost of medical supplies and services has increased by about 25% per year. Most often we think about the cost of prescription drugs. In addition, there has been an increase in the acceptance and use of alternative therapies such as massage, chiropractic and acupuncture, etc.

GOVERNMENT LEGISLATION

In excess of 40% of our provincial budget is directed towards health care.

Prescription drugs are again the top benefit news story, as British Columbia, Alberta and Ontario governments recently announced changes that will reduce the cost of generic drugs while allowing nominal increases in dispensing fees covered by their provincial drug programs. The reasons are clear – prescription drug costs continue to skyrocket, and governments must curb health care costs. Unfortunately, these legislative changes may not be applied to drugs dispensed privately and therefore may negatively impact private plans.

Prescription drugs are the second most costly portion of the Canadian health care system – behind hospital, but more costly than physicians. Of all prescription drugs purchased in Canada, over 50% are paid for by extended health care (EHC) plans or by patients without coverage.

In addition, Pharmacare continues to delist many drugs. Delisted drugs are paid for entirely by the extended health care plan, and this has been increasing significantly.

To manage their finances, governments are creating new policies that shift costs to the private sector and therefore directly affect EHC plans. In response, insurers are becoming more diligent in ensuring their claimants use any existing government program before accessing their EHC plan.

These types of changes shift the cost of health care from the government to individual plans.

Changes in the extended health care portion of the plan then reflect an adjustment for the experience plus consideration for inflation, and consideration for political ramifications that may affect payments – i.e. the shift in transfer payments, and the need for provincial budgets to shift some health care costs to the consumer, and consequently the insurer.

There is every reason to believe this trend will continue.

Claiming under the health benefit has improved and Pacific Blue Cross is proposing a 20% decrease in the rates for the coming year.

Dental

- *The plan covers 100% of all basic and preventative dental work*
- *Coverage for restorative work is provided at 80%*
- *Coverage for orthodontic work is provided at 60% with a maximum of \$4,000 per person/lifetime*
- *There is no deductible*
- *Maximum reimbursement is UNLIMITED for Basic and Major combined*

Changes in the dental care rate reflect an adjustment in the insured group's claims experience, an adjustment for trend/inflation and the current dental fee guide. Claiming under this benefit has improved and Pacific Blue Cross will implement a 15% decrease for the coming year.

Weekly Indemnity (BC Life)

Weekly benefit calculated as 70% of gross weekly earnings to a maximum benefit of \$1,300/week – benefit is taxable. Elimination period is 30 days for disabilities due to sickness, accident or hospitalization. Benefits paid up to a maximum of 26 weeks.

When establishing rates, BC Life reviews the demographics and the group's experience from the last three years as well as the performance of their entire pool. There have been no claims paid under this benefit since 2004/056 and we are pleased to advise BC Life is proposing a 10% decrease to the current rate.