

# COLLECTIVE AGREEMENT

Between

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1004

**CUPE·SCFP** / *Canadian Union of Public Employees*  
*Syndicat canadien de la fonction publique*

And

PHS COMMUNITY SERVICES SOCIETY

★  
**phs**

APRIL 01, 2009 TO MARCH 31, 2015

## TABLE OF CONTENTS

### Contents

ARTICLE 1 – PURPOSE OF AGREEMENT .....	6
ARTICLE 2 – TERM OF AGREEMENT .....	6
ARTICLE 3 – UNION RECOGNITION .....	7
3.1 Bargaining Agency .....	7
3.2 Union Membership .....	7
3.3 Work of the Bargaining Unit .....	7
3.4 Crossing of Picket Lines During Strike .....	8
ARTICLE 4 – MANAGEMENT RIGHTS .....	8
ARTICLE 5 – LABOUR MANAGEMENT RELATIONS .....	8
5.1 Union Dues .....	8
5.2 Shop Steward.....	8
5.3 Access to Work Site .....	9
5.4 Access to Documents .....	9
5.5 Negotiation Pay Provisions .....	9
5.6 Labour/Management Committee.....	9
5.7 Interviewing Opportunity .....	10
5.8 Workplace Surveillance.....	10
ARTICLE 6 – DISCRIMINATION AND HARASSMENT .....	10
6.1 No Discrimination .....	10
6.2.1 Sexual/Personal Harassment – Definition .....	10
1) Sexual Harassment.....	10
2) Personal Harassment .....	11
3) Joint Policy .....	11
4) Process .....	11
ARTICLE 7 – HOURS OF WORK .....	11
7.1 Employee Definitions .....	11
7.2 Regular Hours & Overtime .....	12
7.3 Minimum Hours .....	14
7.4 Rest Period.....	14

7.5	Overtime Voluntary .....	14
7.6	Banked Hours .....	14
7.7	No Pyramiding.....	14
7.8	Project Worker I Through V.....	14
7.9	Shift Change Guarantee .....	15
7.10	Auxiliary Employees.....	15
7.11	Scheduling and Call-Out.....	16
7.12	Familiarization and Orientation .....	16
ARTICLE 8 – STATUTORY HOLIDAYS .....		17
8.1	List of Statutory Holidays .....	17
8.2	Payment for Statutory Holiday .....	17
8.3	Working on a Statutory Holiday.....	17
8.4	Statutory Holidays While Sick or on Holidays .....	18
ARTICLE 9 – ANNUAL VACATION .....		18
9.1	Vacation Entitlements .....	18
9.2	First Year Vacation Entitlements.....	18
9.3	Minimum Vacation.....	19
9.4	Vacation Schedules .....	19
9.5	Seniority on Vacation Selection .....	19
9.6	Leaves of Absence.....	19
9.7	Pay in Lieu of Vacation .....	19
ARTICLE 10 – EMPLOYEE BENEFITS.....		19
10.1	Medical Services Plan.....	19
10.2	Extended Health Care Plan .....	20
10.3	Dental Services Plan.....	20
10.4	Group Life Insurance .....	21
ARTICLE 11 – SICK LEAVE BENEFITS AND CONDITIONS .....		21
11.1	Sick Leave and Mental Health Leave .....	21
11.2	Extended Benefits.....	22
11.3	Family Care Leave.....	22
11.4	Notice of Absence.....	22
ARTICLE 12 – SENIORITY AND LAYOFFS.....		23
12.1	Definition .....	23
12.2	Seniority List .....	23

12.3	Probation.....	23
12.4	Loss of Seniority .....	24
12.5	Layoffs .....	24
12.6	Order of Layoffs .....	25
12.7	Notice to and Order of Bump .....	25
ARTICLE 13 – LEAVE OF ABSENCE .....		25
13.1	Leave for Negotiations .....	25
13.2	Union Leave.....	25
13.3	Job Steward Leave .....	25
13.4	Seniority and Benefits on Union Leave.....	26
13.5	Maternity Leave .....	26
13.6	Paternity Leave .....	26
13.7	Adoption Leave .....	26
13.8	Family Leave.....	27
13.9	Medical Care Leave .....	27
13.10	Compassionate Leave .....	27
13.11	Public Office Leave .....	28
13.12	General Leave .....	28
13.13	Jury/Witness Duty .....	28
ARTICLE 14 – PROMOTIONS AND JOB POSTINGS.....		28
14.1	Job Postings .....	28
14.2	Selection Criteria.....	29
14.3	Preference to Current Employees.....	29
14.4	Trial Period.....	29
14.5	Orientation .....	29
14.6	Temporary Positions .....	29
ARTICLE 15 – GRIEVANCE PROCEDURE .....		29
15.1	Definitions .....	29
15.2	Procedure .....	30
i)	Step One .....	30
ii)	Step Two.....	30
iii)	Step Three .....	30
iv)	Step Four/Arbitration.....	30
15.3	Single Arbitrator .....	31

15.4	Arbitration Board .....	31
15.5	Time Limits.....	31
15.6	Grievance Troubleshooter .....	31
ARTICLE 16 – WAGE RATES AND CLASSIFICATION .....		32
16.1	Appendix “A” .....	32
16.2	New Classification.....	32
16.3	Payment for Courses .....	32
16.4	Acting Capacity .....	33
16.5	Job Descriptions .....	33
ARTICLE 17 – PAY DAYS .....		33
ARTICLE 18 – MILEAGE .....		33
18.1	Transportation.....	33
18.2	Mileage .....	33
ARTICLE 19 – DISCIPLINE AND EMPLOYEE’S FILE .....		34
19.1	Progressive Discipline.....	34
19.2	Adverse Report.....	34
19.3	Removal of Negative Material.....	34
19.4	Access to Records .....	34
ARTICLE 20 – JOB SHARING .....		35
ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....		35
SCHEDULE “A1” - POSITIONS BY CLASSIFICATION .....		37
SCHEDULE “A2” - RATES OF PAY.....		38
Letter of Understanding #1: Shift Schedules.....		39
Letter of Understanding #2: Employee Wellness Program .....		40

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

It is the purpose of both parties of this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc;
- 3) To encourage efficiency in operations;
- 4) To promote the morale, well being and security of all employees in the Bargaining Unit of the Union.

## **ARTICLE 2 – TERM OF AGREEMENT**

2.1 This Agreement shall be for the period from April 1, 2009 to and including March 31, 2015 and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry of this Agreement or immediately preceding the last day of August in any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

Where the notice is not given by either party, sixty (60) days or more prior to the expiry of the Agreement, both parties shall be deemed to have given notice sixty (60) days prior to the expiry.

2.2 Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other terms of condition of employment) until:

- 1) The Union commences strike action; or
- 2) The Employer locks out its employees; or
- 3) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

## **ARTICLE 3 – UNION RECOGNITION**

### **3.1 Bargaining Agency**

3.1.1 It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the Portland Hotel Society, except persons occupying the positions listed below and those specifically excluded by future mutual agreement of the Employer and the Union.

Executive Director  
Associate Executive Director  
Director of Operations  
Director of Administration  
Executive Administrative Assistant  
Facility director (various per 3.1.2)  
Program Director (various per 3.1.2)  
Accounting Administrator

3.1.2 Should the Employer open a new facility or initiate a new program, after execution of this Agreement, the position occupied by the on site Director in charge of such facility or program is deemed to be included in the above list.

3.1.3 Neither the Employer or any employee covered by this Agreement as to working conditions exclusive of this Agreement, except as negotiated between the parties to this Agreement.

### **3.2 Union Membership**

From the first (1<sup>st</sup>) hour worked, all employees shall become members of the Union and shall remain members in good standing as a condition of employment, except those excluded by Section 3.1.

### **3.3 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties. Projects undertaken by the Employer shall first be discussed with the Union. Agreement will be reached both as to inclusions in the bargaining unit and working conditions of those working on the projects.

### **3.4 Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

Should the Employer post notices that a labour dispute exists, all employees shall support the dispute and will not cross the picket line or utilize the struck Employer's service.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

## **ARTICLE 5 – LABOUR MANAGEMENT RELATIONS**

### **5.1 Union Dues**

All employees covered by this Collective Agreement shall pay Union dues and assessments levied by the Union Constitution and By-Laws. Deductions shall be made on a bi-weekly basis and forwarded to the Secretary-Treasurer not later than the fifteenth (15<sup>th</sup>) of the following month together with a list of employees from whom enumeration Union dues and/or assessments were deducted. Dues deducted shall be entered on the employee's T-4 by the Employer.

### **5.2 Shop Steward**

The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing to the Steward(s) for the settlement of disputes and grievances.

- a) The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing to the Steward(s) for the settlement of disputes and grievances.
- b) The duties of Stewards include but are not limited to the following:



- (i) To bring concerns directly to the Executive Director of the PHS.
- (ii) Investigating complaints of an urgent matter.
- (iii) Investigating grievances.
- (iv) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure.
- (v) Supervising ballot boxes and other related functions during ratification votes.
- (vi) Attending meetings called by Management.
- (vii) Accompanying an employee, at his/her request, at a meeting called by the Employer, where disciplinary action is anticipated.
- (viii) Meeting with new employees as a group during the Orientation Program.
- (ix) Acting as appointees to the Union/Management Committee.

### **5.3 Access to Work Site**

A representative of the Union shall be permitted to enter any work site in the interest of the employees covered by this Agreement.

### **5.4 Access to Documents**

In the event of a complaint respecting an employee's pay, a representative of the Union shall have access to work schedules and/or pay records.

### **5.5 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

### **5.6 Labour/Management Committee**

The parties to the Agreement agree to retain a joint Employer/Employee Committee that will meet as required to make recommendations to the parties on

all matters of mutual interest. Meetings shall be held within thirty (30) days of a request by either party.

### **5.7 Interviewing Opportunity**

The Union President or designate shall be given thirty (30) minutes to provide newly hired employees a Union orientation. This orientation will take place during the initial training block when the newly hired employees are receiving their initial training and orientation from the Employer.

### **5.8 Workplace Surveillance**

The Parties agree that surveillance equipment in the workplace shall be primarily used for the purposes of ensuring the security of Employer assets, and resident and employee safety. Surveillance equipment shall not normally be used for the purpose of regular monitoring of employees in the workplace.

## **ARTICLE 6 – DISCRIMINATION AND HARASSMENT**

### **6.1 No Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, benefits or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, handicap, nor by reason of his/her membership or activity in the Union or any other reasons. The Employer recognizes the principle that it is their responsibility to maintain a discrimination free workplace.

#### **6.2.1 Sexual/Personal Harassment – Definition**

##### **1) Sexual Harassment**

Sexual Harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential. Sexual Harassment shall include, but not be limited to:

- 1) Unnecessary touching or patting

- 2) Suggestive remarks or other verbal abuse
- 3) Leering at a person's body
- 4) Comprising invitations
- 5) Demands for sexual favours
- 6) Physical assault

## **2) Personal Harassment**

Personal Harassment by either employee or Employer representatives, shall be defined as repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation.

## **3) Joint Policy**

The Employer agrees to develop, jointly with the Union, a policy against Sexual/Personal Harassment and make all Management Personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer agrees to include the subject of Sexual/Personal Harassment in staff and Management Training Sessions.

## **4) Process**

Cases of Sexual/Personal Harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the Grievance or Arbitration Process.

# **ARTICLE 7 – HOURS OF WORK**

## **7.1 Employee Definitions**

- a)
  - (i) A permanent employee is defined as an employee who has a permanent (ongoing) posted position and who works a regularly scheduled straight-time shift in accordance with Article 7.2.
  - (ii) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours per month), shall receive two (2%) percent of their regular basic earnings on each pay cheque in lieu of the

insured benefits provided under Article 10. Effective June 1, 2012, this percentage shall be increased to three (3%) percent. Effective June 1, 2013, this percentage shall be increased to four (4%) percent. These employees may purchase the benefits provided under Article 10, by paying one hundred percent (100%) of the cost of so doing by payroll deduction, provided the plan in place with the benefit carrier permits.

Permanent employees, whose posted position is twenty-one (21) hours or more per week (91 hours or more per month), shall continue to receive the insured benefits under Article 10, as in the past.

- b) "Auxiliary Employee" is defined as an employee hired on an as needed basis to assist or to supplement the permanent work force. Auxiliary Employees shall be offered work in accordance with Article 7.2.
- c) Within ninety (90) calendar days of December 6, 2011 and in each calendar year (Jan - Dec) thereafter at the Union's request, the Employer and the Union shall meet to review the hours worked by auxiliary employees to determine whether additional posted permanent jobs are warranted, including consideration of permanent floater positions that might be created. The Employer shall not unreasonably deny the Union's request to create a permanent position where it can be definitively shown that the work/project/position in question is ongoing and there is appropriate ongoing funding to cover the full cost of the position (i.e. the full cost of wages and all the applicable benefits and perquisites of the Agreement). Should the Union believe the Employer is acting unreasonably, the grievance & arbitration procedures under this Agreement may be applied.

## **7.2 Regular Hours & Overtime**

- a) The maximum number of weekly straight-time hours for any employee shall be forty (40) hours per week, inclusive of paid breaks, after which the double time (2X) overtime rate shall apply.
- b) The normal full-time hours of work shall be established by the Employer to best meet its operational requirements in accordance with one of the following shift patterns:
  - (i) A shift length of seven (7.0), seven and one-half (7.5), eight (8.0), eight and one-half (8.5), nine (9.0), nine and one-half (9.5), ten (10.0) and twelve (12), hours worked inclusive of the paid meal break.
  - (ii) A shift of four (4) hours duration may be utilized for additional work that is provided pursuant to Article 7.12.

- (iii) The Employer shall give as much notice as operationally possible to the Union, in writing, but not less than thirty (30) calendar days notice, when as a result of a new project or building after December 6, 2011, the Employer intends to implement hours of work that are different than those set out above. At the Union's request, the parties shall meet to discuss and to mutually agree upon such new work hours, provided that the implementation of such new hours shall not be delayed by so doing. The Union shall not unreasonably withhold its agreement upon the new hours when the Employer can show that its operational and/or funding requirements are best met by the hours of work the Employer has implemented. Should the Employer believe the Union is acting unreasonably, the grievance arbitration procedures under this Agreement may be applied.
- c) Where an existing permanent position's days/hours are altered under subsection (iii) above, the positions shall be reposted and filled pursuant to the provisions of article 14, unless the Union agrees otherwise on a case by case basis. This requirement to re-post does not include when the days to be worked in a posted position change as result of a short-term change in funding that does not exceed three (3) months. This section (c) does not apply in cases where an employee and the Employer mutually agree that the employee will work a minor variation from the hours than set out in the employee's posting (e.g. one or two hours). The Union will be immediately informed of such arrangements.
- d) Employees will be paid the double-time (2X) overtime rate when they are required by the Employer to work more than their scheduled straight-time shift on any workday.
- e) Employees, who are regularly scheduled to work less than forty (40) hours in any week and who work additional hours provided under article 7.12 [other than overtime contiguous with scheduled shift pursuant to section (d) above], shall not be eligible for overtime as a result of performing such additional work, until they have exceeded forty (40) straight-time hours per week inclusive of paid breaks.
- f) Advance approval must be obtained from an Executive Director, or his/her designate before any overtime will be paid under this Collective Agreement.
- g) Employees shall be provided with a minimum of ten (10) consecutive hours of rest between completing one regularly scheduled straight-time shift and commencing his/her next regularly scheduled straight-time shift. Employees who are required by the Employer to work, with the result that they do not have ten (10) hours rest, shall be paid double time (2X) for those hours the employee actually works during the normal ten (10) hour rest period.

### **7.3 Minimum Hours**

An employee will receive pay for all hours worked with a minimum of four (4) hours pay. This guarantee does not apply where an employee is voluntarily absent for any part of the day when scheduled to work. Where an employee reports for work but does not actually start working, the employee must be paid at least two (2) hours, unless the employee is unfit to work or does not comply with Health and Safety Regulations established by the W.C.B.

### **7.4 Rest Period**

All employees who actually work a shift of six (6) or more hours shall be entitled to receive paid rest breaks (exclusive of the meal break) totaling (30) minutes during their shift, to be taken in minimum ten (10) minute blocks. Employees who actually work a shift of more than four (4) hours but less than six (6) hours shall be entitled to receive a paid ten (10) minute rest break.

### **7.5 Overtime Voluntary**

Employees will not be required to work overtime. The Union agrees that when overtime is necessary, it will do its utmost to co-operate to ensure employees are available to do the work.

### **7.6 Banked Hours**

A maximum of one hundred and twenty (120) hours of earned overtime may be accrued as banked hours and may be withdrawn in whole or in part at their regular rate in time off, to be taken at a mutually agreeable time. Seven (7) days notice of intent to withdraw banked hours must be given to Management. Employees leaving the service of the Employer shall be paid out all remaining hours in their overtime bank.

### **7.7 No Pyramiding**

Premium payments may not be pyramided. An employee will receive only whichever premium is greater.

### **7.8 Project Worker I Through V**

Employees regular employed in the classifications of Project Worker I through and including Project Worker V shall be eligible for the following:

- 1) Shift Differential: fifty cents (\$0.50) per hour for all straight time hours actually worked in the 6:00 p.m. to 12:00 p.m. period. This shift differential shall be increased to one dollar (\$1.00) for the 12:01 a.m. to 6:00 a.m. period. This differential shall not be paid when the employee is in receipt of overtime rates.
- 2) Weekend Premium: fifty cents (\$0.50) per hour for all straight time hours actually worked in the 12:01 a.m. Saturday to 11:59 p.m. Sunday period. This premium shall be paid in addition to the shift differential under the above subsection but shall not be paid when the employee is in receipt of overtime rates.

## **7.9 Shift Change Guarantee**

Any employee who has a shift change shall be guaranteed an equalization of their regular pay for the affected pay period.

## **7.10 Auxiliary Employees**

- a) Auxiliary Employees shall be paid at the Schedule "A" rate that is appropriate for the work performed. In addition, they shall be paid ten percent (10%) effective June 1, 2011, eleven percent (11%) effective June 1, 2012 and twelve percent (12%), effective June 1, 2013, of their regular basic earnings, plus overtime in accordance with Article 7.2, on each pay cheque in lieu of the perquisites and benefits of this Agreement including, without limiting generality, annual vacation, statutory holiday pay, sick leave and health and welfare benefits. When an auxiliary employee works on a statutory holiday, he/she shall be paid at the applicable straight-time basic rate for so working up to eight (8) hours on that day, and the applicable overtime rate thereafter.
- b) Auxiliary employees shall earn seniority, which they shall have the right to exercise in accordance with Article 12.1(b).
- c) Except for those who have been granted leave of absence by the Employer, auxiliary employees shall provide their availability for work to the Employer, in writing, once per month with the exception of December and January and July and August where two months of availability are to be provided to the Employer.
- d) Except for those who have been granted leave of absence by the Employer, auxiliary employees, hired after December 6, 2011, must:
  - (i) Be available to work night shifts and/or weekend shifts (including Friday & Saturday nights) two (2) weeks per month. Those that do not do so shall be placed on the bottom of the call list for purposes of assigning auxiliary work during that scheduling period.

- (ii) Be available to work three (3) shifts per month. Those that do not do so shall be placed on the bottom of the call list for purposes of assigning auxiliary work during that scheduling period.
- (iii) Actually work at least eight (8) shifts during any six (6) month period, provided this work is offered by the Employer. Those that do not do so shall lose their seniority and be placed at the bottom of the seniority list.
- e) Auxiliary employees must actually work at least one (1) shift in any six (6) month period, provided work is offered by the Employer. Notwithstanding any authorized leave of absence, those that do not do so shall be considered terminated in all respects and shall have no claims against the Employer arising out of their previous employment.

### **7.11 Scheduling and Call-Out**

Employees shall be scheduled for additional work and called-out to work in the following preference order:

- a) Employees shall be scheduled for additional work and called-out to fill vacancies on the basis of their seniority provided the employee has the required qualifications, experience and training to perform the available work and provided further that no overtime costs are incurred as a result of so doing. Where no auxiliary employee with seniority is available, the Employer shall offer work on the basis of start date (auxiliary employees who have lost seniority pursuant to Article 7.10(e) shall be scheduled before probationary auxiliary employees). The Employer will maintain a list of permanent employees who volunteer to be available for call-out, which list shall be changed on a monthly basis. It shall be the employees' responsibility to maintain their names on each month's call list.
- b) Permanent employees shall state availabilities for work on the call list, including those projects/buildings where they are prepared to work.
- c) Permanent employees, who place their names on the Call-List and who consistently fail to accept work that is offered, without a reasonable cause, shall not be eligible for additional work under this Article (7.11) for a period of three (3) months.

### **7.12 Familiarization and Orientation**

Employees will be provided with a period of familiarization and orientation (with pay) that is reasonable in the circumstances, when they are assigned to work at different building/project. When an employee has not been oriented and familiarized at a building/project and is inadvertently scheduled to work at that location, the employee who is completing his/her shift at that location, at the time, prior to going off-duty, shall if possible remain at work for a maximum of one (1) hour, at the overtime rate,



to provide the required familiarization and orientation. In cases where the on-shift employee must leave in such circumstances, the on-shift employee must actually make contact with his/her supervisor or another manager to inform the supervisor of the situation.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

### **8.1 List of Statutory Holidays**

- 1) The following days and any other days declared as holidays by the Federal or Provincial Government shall be paid as Statutory Holidays.

New Year's Day	Christmas Day	B.C. Day
Easter Monday	1 Floating Day	Thanksgiving Day
Canada Day	Good Friday	Boxing Day
Labour Day	Victoria Day	Remembrance Day

- 2) Any employee required to work on Easter Sunday shall be deemed to have worked the Statutory Holiday and payment as per Article 8.3 shall apply.

### **8.2 Payment for Statutory Holiday**

- a) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours/month), shall receive a pro-rated day's pay for each statutory holiday. An employee's pro-rated day's pay is calculated as follows: divide the number of paid straight-time hours for which the employee was paid during the thirty (30) calendar days immediately preceding the holiday period by one hundred and forty (140) hours, then multiply that product by the average length of shift in the employee's posted position, then multiply that product by the employee's regular rate of pay. (i.e. # of paid straight-time hrs. in the 30 day period/140 X 7.5 hrs. X the employee's regular rate).
- b) Permanent employees, whose posted position is twenty-one (21) hours or more per week (91 hours or more per month), shall continue to receive their regular pay for all statutory holidays, as in the past.

### **8.3 Working on a Statutory Holiday**

All permanent employees who work on a Statutory Holiday are entitled to be paid one and one-half (1 ½) times their regular rate, plus a day's Statutory Holiday pay. This shall be paid out.

#### **8.4 Statutory Holidays While Sick or on Holidays**

If a permanent employee is sick or on vacation during a Statutory Holiday, payment for such day(s) shall be added to their banked hours. An employee may be required to show proof of illness.

### **ARTICLE 9 – ANNUAL VACATION**

#### **9.1 Vacation Entitlements**

Permanent Employees who have completed the service requirements listed below shall be granted vacation leave and receive vacation pay as follows:

- During the second (2<sup>nd</sup>) and up to the fourth (4<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of fifteen (15) working days at a rate of six (6%) percent;
- During the fourth (4<sup>th</sup>) and up to the seventh (7<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of twenty (20) working days at a rate of eight (8%) percent;
- During the seventh (7<sup>th</sup>) and up to the tenth (10<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of twenty-five (25) working days at a rate of ten (10%) percent;
- During the tenth (10<sup>th</sup>) and up to the fifteenth (15<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of thirty (30) working days at a rate of twelve (12%) percent;
- During the fifteenth (15<sup>th</sup>) and up to the twentieth (20<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of forty (40) working days at a rate of fourteen (14%) percent;
- During the twentieth (20<sup>th</sup>) and subsequent years of service the employee shall be granted an annual vacation of fifty (50) working days at a rate of sixteen (16%) percent.

#### **9.2 First Year Vacation Entitlements**

In the first (1<sup>st</sup>) calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.

### **9.3 Minimum Vacation**

An employee shall receive vacation entitlement in a consecutive two (2) week period. Additional week(s) may be taken concurrently, upon mutual agreement.

### **9.4 Vacation Schedules**

Vacation Schedules will be placed on the appropriate Bulletin Boards no later than January 1<sup>st</sup>. By the final day of March, employees shall state their first (1<sup>st</sup>) choice for their vacation periods. Only one (1) vacation period will be chosen by seniority until all employees in the signing group have had the opportunity to make a selection. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall elect the second (2<sup>nd</sup>) and subsequent period in order of seniority. The approved Vacation Schedule will be posted by April 15<sup>th</sup>.

### **9.5 Seniority on Vacation Selection**

Where a conflict exists, selection of vacation time will be by seniority, subject to Article 9.3.

### **9.6 Leaves of Absence**

Employees shall not accrue vacation pay while on unpaid leaves of absence.

### **9.7 Pay in Lieu of Vacation**

Permanent employees may choose to have up to one half (1/2) of their vacation time paid out in lieu of time off provided that no employee takes less than three (3) weeks time off. An employee requesting that vacation time be paid out shall provide four (4) week's written notice to the Employer. The employee will receive the requested vacation pay in the following pay period.

## **ARTICLE 10 – EMPLOYEE BENEFITS**

Employees' benefits shall include the following:

### **10.1 Medical Services Plan**

All permanent employees who have completed six (6) months continuous service shall be entitled to coverage under the Medical Services Plan established under

the Medical Services Act of British Columbia. The Employer shall pay sixty (60%) percent and the employees shall pay forty (40%) percent of the premiums. Where an employee after becoming eligible for such benefits is laid off, and he/she is subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of sixty (60%) percent of the premium for such coverage immediately upon re-employment, but if he/she is not re-employed within the period of twelve (12) months of the aforesaid, he/she shall again be required to complete six (6) months continuous service before being eligible for the coverage provided in this Clause 10.2(a). The provisions of this Clause 10.2(a) shall not apply to employees who have been dismissed from service or who have resigned of their own accord.

## **10.2 Extended Health Care Plan**

All permanent employees who have completed six (6) months continuous service shall be entitled to coverage under an Extended Health Care Plan; an eyeglass option is included in the Extended Health Care Plan and the maximum coverage is \$250.00 per person payable in a twenty-four (24) month period subject always to the provisions of the Plan.

The Employer shall pay sixty (60%) percent and the employee shall pay forty (40%) percent of the premiums.

## **10.3 Dental Services Plan**

The Employer has established a Dental Plan for all permanent employees who have completed six (6) months of continuous service on the following basis.

- 1) Basic Dental Services (Plan A) paying for eighty (80%) percent of the approved schedule of fees.
- 2) Prosthetics, Crowns and Bridges (Plan B) paying for fifty (50%) percent of the approved schedule of fees.
- 3) Orthodontics (Plan C) paying for fifty (50%) percent of the approved schedule of fees. The lifetime maximum shall be \$1,500 per person, as defined by the Plan.
- 4) The Employer shall pay sixty (60%) percent and the employees shall pay forty (40%) percent of the premiums.

## **10.4 Group Life Insurance**

All permanent employees shall, effective the first (1<sup>st</sup>) of the month following one (1) year's service, join the Group Life Insurance Plan which provides the following coverage.

- 1) Coverage shall be one and one-half (1 ½) times basic annual salary, which shall be computed to the next highest \$1,000.
- 2) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- 3) One Thousand Dollars (\$1,000) coverage shall be provided to employees who retire at age 65.
- 4) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer.
- 5) The Employer shall pay sixty (60%) percent and the active employees shall pay forty (40%) of the premiums.

## **ARTICLE 11 – SICK LEAVE BENEFITS AND CONDITIONS**

### **11.1 Sick Leave and Mental Health Leave**

- a) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours per month), shall earn monthly sick leave on a prorated basis, based upon the percentage of one hundred and forty (140) straight-time hours for which they are paid in the month. For example: 70 paid straight-time hours in the month = 4.375 working hours of earned sick leave; 40 straight-time paid hours in the month = 2.50 working hours of earned sick leave.
- b) Permanent employees, whose posted position is twenty-one (21) hours or more per week (91 hours or more per month), shall be entitled to a maximum of one hundred and five (105) working hours of sick leave per year, as in the past.
- c) Sick Leave may be used for Mental Health Leave, with documentation when required by the Employer.
- d) Sick Leave not taken in any year shall accumulate at seventy-five (75%) percent and be carried forward to subsequent years for use under this Article.

- e) The Employer may request sick leave documentation for sick leave in excess of twenty-one (21) working hours in a year. The Employer shall pay the cost of any such documentation.
- f) Twenty-eight (28) hours of sick leave per year shall be Mental Health Leave. Extensions to Mental Health Leave are at the Employer's discretion.

## **11.2 Extended Benefits**

The Employer shall undertake to continue the total cost of premiums for Extended Health Care Plan, Medical Services Plan, Dental Services Plan, and Group Life Insurance Coverage of the employee in question for up to one (1) year following the beginning of a leave of absence, layoff or termination of employment provided the period of absence is required for health reasons.

## **11.3 Family Care Leave**

- a) Permanent employees with children, whose posted position is less than twenty-one (21) hours per week (less than 91 hours per month), shall earn Family Care Leave on quarterly basis in each calendar Year (Jan.-Dec.) – every three month period commencing with January, April, July and October respectively on a prorated basis, based upon the percentage of four hundred and twenty (420) straight-time hours for which they are paid in the quarter.
- b) Permanent employees with children, whose posted position is twenty-one (21) hours or more per week (91 hours or more per month), shall continue to be entitled to four (4) days Family Care Leave per calendar year (Jan.-Dec.) to care for a sick child, as in the past.
- c) Family care leave not taken during the year (Jan.-Dec.) shall not be accumulated.

## **11.4 Notice of Absence**

- a) Employees will actually make contact with their Supervisor and provide as much notice as is possible in the circumstances, when they are going to be absent from work as a result of a bona fide illness or injury that makes it impossible for the employee to report for work as scheduled.
- b) In circumstances where the employee cannot make actual contact with his/her Supervisor because of the short lead time between the time the employee first becomes aware of the illness/injury and the start of his/her scheduled shift or because his/her Supervisor is unavailable, the employee may leave a phone message for his/her supervisor, but the employee must

also actually make personal contact with the staff person on duty at the applicable building/project and notify that staff person that he/she will not be able to work.

- c) The Employer is responsible for filling the vacancy created by absences under section (a) & (b) above.

## **ARTICLE 12 – SENIORITY AND LAYOFFS**

### **12.1 Definition**

Seniority is defined as the length of each employee's service in the bargaining unit after completing probation under article 12.3. Seniority shall apply as follows:

- a) In the case of permanent employees and subject to the other provisions of this Agreement, seniority shall be used in determining transfers, promotions, demotions, offering additional work, pre-scheduled overtime, call-outs, lay-offs, and permanent reductions in the workforce and recall of permanent employees.
- b) In the case of auxiliary employees, the application of seniority shall be limited to filling posted permanent vacancies under Article 14 and in the scheduling of work, prescheduled overtime and call-outs, in accordance with Article 7.11.

### **12.2 Seniority List**

The Employer shall maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union and posted in the Information Binder by the Shop-Steward in June and January of each year.

### **12.3 Probation**

- a) Permanent employees shall be on probation for the first four hundred and fifty-five (455) hours actually worked.
- b) Auxiliary employees shall be on probation for the first nine hundred and ten (910) hours actually worked.
- c) Employees who are found to be unsuitable during their probation period will not be retained in employment.
- d) After completing probation under section (a) above or under section (f) below, a permanent employee will have a seniority date commencing from the first day actually worked in the permanent position.

- e) Auxiliary employees shall have an adjusted seniority date after completing probation under subsection (b) above, based upon all the straight-time hours they actually worked as an auxiliary employee. To create this adjusted seniority date, an employee's straight-time auxiliary hours are divided by the applicable number of hours in the workday to establish the number of days the employee will be credited with.
- f) Auxiliary employees, who are awarded a posted permanent position prior to completing probation, must complete probation as follows:
  - (i) They shall be credited with all straight-time hours actually worked as an auxiliary employee prior to obtaining the posting, plus (+) straight-time hours actually worked as a permanent employee after obtaining the posting and be deemed to have completed probation after working a grand total of four-hundred and fifty five (455) hours, and
  - (ii) They must complete the trial period under Article 14.4 after obtaining the permanent posting.

#### **12.4 Loss of Seniority**

Loss of seniority shall only result from the following:

- 1) Discharge for just cause, and is not reinstated;
- 2) He/she resigns in writing and does not withdraw within two (2) days;
- 3) Retirement;
- 4) Continuous absence for three (3) days without permission unless employee was absent for reasons beyond his/her control;
- 5) Continuous layoff for a period exceeding one (1) year.

#### **12.5 Layoffs**

In the event of a layoff, employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three or more year's seniority will receive one (1) additional week's notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff shall be in writing. Employees who are laid off and subsequently recalled within one (1) year, shall be credited with previous seniority.



## **12.6 Order of Layoffs**

Employees shall be laid off in reverse order of their seniority. When layoffs occur, the employee(s) occupying the position(s) affected shall have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

## **12.7 Notice to and Order of Bump**

After an employee is notified that she/he will be laid off, the employee must notify the Employer within five (5) working days of their intent to exercise their right to bump. The employee shall receive the rate of pay for the position bumped into. After an employee is bumped, she/he in turn will be allowed to bump in the above stated manner and provisions until an employee is subsequently laid off.

## **ARTICLE 13 – LEAVE OF ABSENCE**

### **13.1 Leave for Negotiations**

The Employer shall grant leave with pay to a maximum of two (2) employees who are elected to participate in negotiations. Wages shall be covered for the time spent at official negotiation sessions. No overtime shall be paid unless scheduled by the Employer.

### **13.2 Union Leave**

The Employer shall grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least seven (7) days prior to the beginning of the leave.

### **13.3 Job Steward Leave**

Job Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay.

#### **13.4 Seniority and Benefits on Union Leave**

Leaves granted under this Section shall not constitute a break in seniority. With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical coverage. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

#### **13.5 Maternity Leave**

- 1) A pregnant employee who elects to take maternity leave shall provide the Employer with a Medical Certificate from a duly qualified Medical Practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.
- 2) An employee shall be entitled to maternity leave, without pay, for a maximum period of one (1) year from the date of the commencement of the leave.
- 3) In normal circumstances, a pregnant employee shall proceed on maternity leave two (2) months prior to expected date of birth. An employee who desires to work during the last two (2) months of pregnancy shall be permitted to do so if her attending physician agrees that the health of the employee will not be adversely affected.
- 4) In normal circumstances, no employee shall be permitted to work during the six (6) weeks following the date of birth.
- 5) During the maternity leave, the Employer shall maintain the employee's coverage in the applicable Benefits Plan, as if the employee were still at work. All other benefits normally received and accrued by employees at work shall also continue for employees on maternity leave.
- 6) Employees returning from maternity leave shall return to their former position.

#### **13.6 Paternity Leave**

Fathers who are eligible for U.I.C. Paternity Benefits shall be granted leave of absence as per Article 13.5.

#### **13.7 Adoption Leave**

If an employee makes application for leave of absence without pay for the purposes of attending to his/her adoption of a child, the leave will be for up to thirty-seven (37) consecutive weeks. All other conditions of Article 13.5 shall apply to adoption leave.

### **13.8 Family Leave**

Five (5) days' leave of absence with pay shall be granted permanent employees ineligible for Maternity/Paternity Benefits upon the birth of their child.

### **13.9 Medical Care Leave**

- a) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours per month), shall earn Medical Care Leave on a quarterly basis in each calendar Year (Jan.-Dec.) – every three month period commencing with January, April, July and October respectively on a prorated basis, based upon the percentage of four hundred and twenty (420) straight-time hours for which they are paid in the quarter.
- b) Permanent employees, whose posted position is twenty-one (21) hours or more per week (91 hours or more per month), shall continue to be entitled to sixteen (16) hours of Medical Care Leave for medical and dental appointments per calendar year (Jan.-Dec.), as in the past.
- c) Medical Care Leave not taken during the year (Jan.-Dec.) shall not be accumulated.

### **13.10 Compassionate Leave**

An employee shall be granted compassionate leave without loss of pay for a period of three (3) working days in the following events:

- 1) In the case of death of the employee's spouse, including common-law spouse and same sex partner, child, step child, brother, sister, parent, parent-in-law or grandparent;
- 2) In the case of death of any other relative if living in the employee's household;
- 3) Auxiliary Employees shall be eligible for compassionate leave if scheduled for work at the time of the relative's death.

Should an employee require travel time outside the lower mainland, additional time with pay up to (2) days will be granted.

Additional leave will not be unreasonable denied, but will be without pay.

### **13.11 Public Office Leave**

An employee wishing to seek public office may request a leave of absence without pay. Any such request will not be unreasonably denied.

### **13.12 General Leave**

An employee may request a leave of absence for a maximum of twelve (12) months without pay for any good and sufficient cause. Such leaves must be applied for at least thirty (30) days in advance of the beginning of the leave, and an answer must be received at least twenty-one (21) days prior to the beginning date of the leave. Any such request will not be unreasonably withheld.

### **13.13 Jury/Witness Duty**

Any employee subpoenaed for Jury Duty or to appear as a witness on a normal working day will be reimbursed by the Employer for the difference between the pay received for said duty, and regular pay for that time.

## **ARTICLE 14 – PROMOTIONS AND JOB POSTINGS**

### **14.1 Job Postings**

When a permanent vacancy occurs or a new permanent position is created in the bargaining unit, the Employer shall notify the Union in writing (including by fax/email). Notice of the position will be posted at all bargaining unit work sites and otherwise provided to each employee, in writing (including by email at their PHS account). The Employer shall post vacancies at least fourteen (14) calendar days prior to the start date. The Employer has the right to temporarily fill the vacancy for twenty-one (21) calendar days in order to fulfill the postings requirements. Such postings shall contain the following information and such qualifications shall not be established in an arbitrary or discriminatory manner.

- Nature of Position
- Qualifications
- Required Education and Knowledge
- Skills
- Shifts
- Wage and Salary Rate
- The Portland Hotel Society is an Equal Opportunity Employer.

## **14.2 Selection Criteria**

When filling posted vacancies under this Article, the qualifications, experience, ability and efficiency of the applicants shall be the primary considerations. When the qualifications, experience, ability and skill of the applicants is relatively equal, the applicant from among such equal group with the most seniority shall be awarded the position.

## **14.3 Preference to Current Employees**

When filling posted vacancies under this Article, internal applicants (i.e., those from current employees with seniority) shall receive preference over external applicants, provided the internal applicant in question has the qualifications, experience, ability and skill required by the Employer.

## **14.4 Trial Period**

All successful applicants for a posted permanent position shall be considered to be on a trial period of one hundred and seventy four (174) straight-time hours in the new position. If the employee fails to demonstrate his/her ability to perform the job or, if the employee determines that he or she is unable to perform the work, he/she shall be returned to his or her former position without loss of seniority. Any employee affected by this reversion shall also revert to his/her former position.

## **14.5 Orientation**

Each employee shall be given adequate time for orientation upon having been promoted or transferred to a position new to that employee.

## **14.6 Temporary Positions**

The Employer agrees to post temporary positions of any duration longer than three (3) months.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### **15.1 Definitions**

“Grievance” means any difference between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation

thereof, including whether any such matter is arbitral. Any claims by an employer of the Union pertaining to a violation of the Constitution of Canada, the Human Rights Act, or the Employment Standards Act, or any other Labour Relations Legislation may be the subject of a grievance, which shall be processed in accordance with the Grievance Procedure. For the purpose of this Section, "Officer of the Union" shall include any elected Officer of the Local Union, Representative or Shop Steward recognized by the Local Union.

## **15.2 Procedure**

Either party may initiate a grievance. If a grievance is not settled at the first (1<sup>st</sup>) step of the procedure, then the grieving party shall have the alternative to either abandon it or proceed to the next step within the time limits set out in each stage.

### **i) Step One**

The employee, accompanied by his/her Shop Steward or Union Representative, may within five (5) working days of the circumstance(s) giving rise to the grievance, take up the grievance with the Internal Manager or designate. The answer to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the first (1<sup>st</sup>) step.

### **ii) Step Two**

If the grievance is unresolved at the first (1<sup>st</sup>) step, then within ten (10) working days of receipt of an answer then the grievance will be referred to the Executive Director or designate (not to be the same designate as Step I). The answer to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the second (2<sup>nd</sup>) step.

### **iii) Step Three**

If the grievance is unresolved at Step II, then the grievance shall be referred to an independent person, mutually agreed to for his/her recommendation.

### **iv) Step Four/Arbitration**

If the two (2) parties are unable to agree at the third (3<sup>rd</sup>) step, then within ten (10) days of receipt of an answer, the Union shall notify the Employer in writing of its intention to take the grievance to Arbitration. In general, it is intended that grievances which are not resolved at the third (3<sup>rd</sup>) stage will be submitted to a Single Arbitrator. However, either party may elect to submit a grievance to an Arbitration Board of three (3) members, in which case the other party shall comply.

### **15.3 Single Arbitrator**

In the event a grievance is to be adjudicated by a Single Arbitrator, the parties of the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator shall proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitrator shall be final and binding on the parties and upon any employee affected by it.

### **15.4 Arbitration Board**

If a grievance is to be adjudicated by an Arbitration Board of three (3) members, the grievance party shall notify the other party in writing of its desire to submit the grievance to Arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration Board. The recipient of the notice shall, within (5) days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third (3<sup>rd</sup>) person who shall be the Chairperson. If the two (2) appointees fail to agree on the Chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and any employee(s) affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson shall govern.

Each party shall pay the fees and expenses of the appointee to the Board, and one-half (1/2) of the fees and expenses of the Chairperson or Single Arbitrator. Expenses will include any disbursements incurred by the Arbitrators during their proceedings.

### **15.5 Time Limits**

It is understood that any of the time limits referred to in Article 15 may be extended by mutual agreement between the Union and the Employer.

### **15.6 Grievance Troubleshooter**

As an alternative to Arbitration under the above sections, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon grievance troubleshooter under this section. The troubleshooter agreed to by the parties shall:

- 1) Investigate the difference;
- 2) Define the issue in the difference; and
- 3) Make written recommendations to resolve the difference within thirty (30) days of his/her receipt of the request.

The parties agree that the recommendation of the troubleshooter shall be final and binding. Each party shall pay its own expenses and one-half (1/2) of the compensation and expenses of the troubleshooter.

This section is intended to be non-prejudicial and the parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the Labour Relations Code of B.C., without the mutual consent of both parties.

## **ARTICLE 16 – WAGE RATES AND CLASSIFICATION**

### **16.1 Appendix “A”**

The classification and wage rates for the effective period of this Agreement shall be those attached in Appendix “A”.

### **16.2 New Classification**

When a bona fide new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If fourteen (14) calendar days after the notification, the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to Arbitration in accordance with Article 15.1 of this Agreement.

### **16.3 Payment for Courses**

The Employer agrees to pay all wages and costs of any upgrading and/or Courses that are required to be taken by any employee.

Upon prior approval and successful completion of an elective Course, employees shall be reimbursed fifty (50%) percent minimum of the Course cost where such Course enhances the employee’s job. In addition, employees shall receive pay for any lost wages. Such approval shall not be unreasonably withheld.



#### **16.4 Acting Capacity**

Employees who are required to fill in an acting capacity for a higher rated position, shall be paid for each full day he/she is in that acting capacity.

#### **16.5 Job Descriptions**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

### **ARTICLE 17 – PAY DAYS**

The employer shall pay salaries and wages no less than every fourteen (14) calendar days for the current pay period in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

### **ARTICLE 18 – MILEAGE**

#### **18.1 Transportation**

The Employer agrees to pay for all transportation necessary for an employee to carry out their work. The employee will ensure that the cheapest form of transportation possible in each circumstance will be used.

#### **18.2 Mileage**

Where it is required for an employee to use his/her own vehicle while at work, mileage will be paid at the rate set by the Canada Revenue Agency for Automobile allowance.

## **ARTICLE 19 – DISCIPLINE AND EMPLOYEE’S FILE**

### **19.1 Progressive Discipline**

Disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.

### **19.2 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction.

### **19.3 Removal of Negative Material**

Where there is a record of negative material on an employee’s personnel file, the Employer agrees to remove each record if there has been no further related incident twelve (12) months from the date filed.

### **19.4 Access to Records**

- 1) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Employer.
- 2) Examination of the contents of an employee’s personnel file shall be in the presence of a person authorized by the Employer.
- 3) An employee and the Union shall be provided with a copy of all letters of reprimand, censure and any other document which may be the basis of disciplinary action at the time of filing.
- 4) The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- 5) Any employee, and the Union, upon request, shall be entitled to receive a copy of any documentation contained within their file at the time of examination.
- 6) Should an employee dispute any entry or document in their personnel file, he/she shall be entitled to recourse to the Grievance Procedure.

## **ARTICLE 20 – JOB SHARING**

- 1) Permanent employees are eligible for job sharing provided:
  - 1) There are not added costs to the Employer if the job sharing arrangement is approved; and
  - 2) Both employees possess the required qualifications, experience, ability, skills and efficiency required to perform the job in question; and
  - 3) The Employer's operational needs are met to its satisfaction if the arrangement is approved.
- 2) Job Sharing applications shall be granted at the Employer's discretion, which requests shall not be unreasonably denied provided the conditions are met, provided the Union also concurs to the application.
- 3) The Employer and the Union may cancel any particular job sharing arrangement upon two (2) weeks written notice to the applicable employees and the other party.
- 4) Two (2) permanent employees, working at different locations or on different shifts, may mutually request to switch their current assignments for a period not to exceed sixty (60) calendar days. Request to switch assignments under this Subsection are deemed to be a Job Sharing application and must meet the requirements of Subsections 20(a) and 20(b) above in order to be granted. A particular employee may not switch his/hr job under this Subsection more than once every twenty-four (24) months.

## **ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- a) The parties shall form and maintain an Occupational Health and Safety Committee comprising of representatives appointed by each party. This committee shall meet, as required pursuant to the applicable sections of the Workers' Compensation Act and Regulations.
- b) Where the Occupational Health and Safety Committee meets to address an issue specific to a particular building/project, an employee from that building/project and/or the applicable Supervisor may be present.
- c) The Employer will provide a secure location for the Health and Safety Committee to store materials and files.

Agreed in the City of Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**FOR THE PORTLAND HOTEL  
SOCIETY**

**FOR CUPE, LOCAL 1004**

---

---

---

---

---

---

---

---

## SCHEDULE "A1" - POSITIONS BY CLASSIFICATION

Project Worker I	-	Food Server
Project Worker II	-	Kitchen Helper
Project Worker III	-	Mental Health Worker Hospice Worker Recreation Staff
Project Worker IV	-	Congregate Care Co-Ordinator Day Shift Co-ordinator (two [2] full-time positions at Sunrise, Washington and Portland Hotels) Resource Centre Co-Ordinator Sunrise Enterprises Co-Ordinator Cook's Assistant
Project Worker V	-	Cook
Project Worker VI	-	A&D Respite/Detox Staff (Respite / A&D Unit) A&D Outreach Staff (Portland Hotel) Community Development Congregate Care Co-Ordinator (Community Action Now) Advocate (Community Action Now)
Project Worker VII	-	Social Worker
Project Worker VIII	-	Computer Systems Designer

**SCHEDULE "A2" - RATES OF PAY**

<b>CLASSIFICATION</b>	<b>EFFECTIVE MARCH1/2012</b>	<b>EFFECTIVE JUNE 1/2014</b>
Project Worker I	\$ 17.14	\$17.57
Project Worker II	\$ 17.93	\$18.38
Project Worker III	\$ 20.56	\$21.07
Project Worker VI	\$ 21.87	\$22.42
Project Worker V	\$ 23.18	\$23.76
Project Worker VI	\$ 25.33	\$25.96
Project Worker VII	\$ 31.65	\$32.44
Project Worker VIII	\$ 44.32	\$45.43
Day/Night Shift Coordinator	\$22.46	\$23.02

## **Letter of Understanding #1: Shift Schedules**

Re: Shift Schedules - The Application of Article 7.2

The following situations shall be "grand-parented" with the introduction of revised Article 7.2:

- a) The Employer may continue to utilize a nine and three-quarter (9.75) hour shift in the current split position between the Sunrise and Washington locations.
- b) Those employees who, as at December 6, 2011, are working twelve (12) hours inclusive of their meal break and getting paid for twelve and one-half (12.5) hours, shall continue to be paid on this basis, as long as they remain continuously employed in their current positions. When these employees leave their current position irrespective of reason, they shall not thereafter be eligible to be paid on this basis even though they may subsequently be scheduled to work twelve (12) hours inclusive of their meal break. Employees, other than those who are "grand-parented" above, who are scheduled to work twelve (12) hours inclusive of their meal break after December 6, 2011, shall be paid for twelve (12) hours.

## **Letter of Understanding #2: Employee Wellness Program**

### Employee Wellness Program

The Employee Wellness Program shall be confidential. Should the Employer change the Employee Wellness Program during the term of the 2009-2015 Agreement, it shall discuss such changes with the Union prior to making such changes.