



## HEABC/PHS & CUPE 1004 CBA Melding MOA Joint Update - September 30, 2020



Greetings PHS 1004 Employees

PHS and CUPE 1004 are pleased to have reached agreement on the melding and implementation of the PHS & CUPE 1004 Collective Agreement to the April 1, 2019 to March 31, 2022 Community Subsector Collective Agreement (the “CBA Collective Agreement”).

On October 1, 2020, most CUPE Local 1004 PHS employees will transition to the April 1, 2019 to March 31, 2022 CBA Collective Agreement from the PHS & CUPE 1004 Collective Agreement. If you own a position listed in [Appendix B](#), you are now covered by the CBA Collective Agreement.

This update is provided jointly by PHS and CUPE Local 1004. The transition to this new agreement will involve learning for everyone. This communication is an overview of the major areas of change. It is not intended to provide answers to all your questions, but to outline significant changes.

More detailed information will be provided in follow-up emails, communications from Human Resources and Union Staff and Stewards and, of course, your access to the collective agreement itself, are available to answer more specific questions. The 2014-2019 CBA Collective Agreement can be found [here](#) and the 2019-2022 Summary of Changes of the CBA Collective Agreement can be found [here](#). The 2014-2019 CBA Collective Agreement and 2019-2022 Summary of Changes should be read in conjunction and employees are encouraged to review and begin familiarizing themselves with the new agreement.

The transition for CUPE Local 1936 and CUPE Local 1004 Nurse and paramedical professional members remains in progress. The CUPE 1936 and CUPE 1004 Collective Agreements continue to apply for these employees.

### **How will this affect my wage rate?**

On October 1, 2020, all wage adjustments and general wage increases of the CBA Collective Agreement take effect for PHS CUPE 1004 CBA employees. Classifications, wage rates and increment steps were determined through negotiation and the final recommendations of Mediators Vince Ready and Amanda Rogers, and are pursuant to the CBA Collective Agreement.

Your Job Title is now matched to a CBA Benchmark and Wage Grid. A Benchmark is a broad collection of typical functions and duties and each Benchmark is associated with a Wage Grid. CBA Benchmark and Wage Grid Titles are available [here](#). The April 1, 2020 CBA Wage Schedule is available [here](#). The Wage Schedule has four increment steps.

Some jobs are layered over to the next highest Wage Grid in recognition of supervisory responsibilities. Some jobs are considered Integrated and are matched to more than one Benchmark. In such cases, the Benchmark with the higher Wage Grid value determines the wage.

The CBA Wage Grid for the 2019 – 2022 CBA Collective Agreement includes general wage increases of 2% on April 1, 2019, April 1, 2020, and April 1, 2021. In addition to the general wage increases, the CBA Wage Grid was recently adjusted to reflect Low Wage Redress in moving the Community Subsector to parity with the Facilities Subsector. This means that in many cases, year to year increases in CBA Wage Grids exceed the general wage increase.

Employees will be placed on the appropriate step of the applicable CBA wage grid based on their seniority date, or where no seniority date, based on their seniority hours. Employees whose current wage rate exceeds the applicable collective agreement wage rate will be wage protected at their current rate and receive the general wage increases.

[Appendix C](#) of the MOA provides an overview of Classification Matching, Wage Grids, CBA step rates and original rates increased by each year's general wage increases. This shows Job Titles where current incumbents will not be placed on the CBA Wage Grid, but receive their original rate increased by the general wage increases. Employees will receive the greater of their September 30 wage rate increased by the general wage increase or the appropriate step of the Wage Grid rate. This is often referred to as "wage protection" (yellow highlight). Red text denotes where the appropriate increment step of the wage grid exceeds the September 30 wage rate increased by the general wage increase; where this occurs, the employee will be placed on the CBA wage grid.

### **Retroactive Pay**

- **Period 1:** *Between April 1, 2019 and June 24, 2019:* 2% retroactive pay will be paid on all hours paid on the PHS & CUPE 1004 Collective Agreement rates.
- **Period 2:** *Between June 25, 2019 and September 30, 2020:* retroactive pay will be paid recognizing your CBA wage rate(s), or your wage protected rate, on all hours paid. In all cases, this includes general wage increases of 2% on April 1, 2019 and 2% on April 1, 2020 increase of 2%. The June 25, 2019 date reflects PHS' designation as a health sector Employer by the province.

Retroactive pay will be paid by January 1, 2021 for Incumbent employees on staff October 1, 2020.

### **Employee Status and Moving to a 37.5 Hour /Week Work Week**

Your employment status in the CBA Collective Agreement will be one of the following three: regular full-time, regular part-time or casual. A full-time employee is one who works 37.5 hours per week (1950 hours per year).

Regular employees are those who are appointed to a regularly scheduled position. A regular full-time employee is one who works exactly 37.5 hours per week. A regular full-time employee receives all benefits of the CBA Collective Agreement unless otherwise specified.

Regular employees with average hours of work greater than 37.5 hours per week will move to 37.5 hours per week in accordance with the CBA Collective Agreement, without loss of 40 hours per week regular pay. For these employees, the new wage rate will be increased by an additional 6.67% to account for this difference and ensure you maintain 40 hours regular pay per week, while working 37.5 hours per week.

Regular employees who are appointed to a regularly scheduled position of less than 37.5 hours per week but more than 15 hours per week are considered part-time. Regular part-time employees receive certain benefits on a pro rata basis, such as sick, vacation and other leaves, based on the number of regular hours scheduled each week.

Sick, vacation and special leave banks will be calculated shortly after October 1, 2020 to ensure that calculations include all payroll entries up to and including September 30, 2020.

Regular part-time employees receive 100% Employer paid extended health and dental benefits.

A casual employee (formerly referred to as auxiliary employees) are those who generally work less than 15 hours per week or are employed for relief or temporary workload purposes.

### **Shift Schedules and Meal Periods (Article 14)**

During the transition, shift schedules remain unchanged, except those working a 4 x 10 hour rotation, who will have their schedule adjusted in order to bring their weekly hours in compliance with full-time hours in the CBA Collective Agreement, which is 37.5 hours per week.

Paid daily shift hours from 7 to 10 hours duration will be reduced by 30 minutes to allow for an unpaid meal break. Twelve hour shifts are reduced by 60 minutes to 11 paid hours to allow for unpaid meal breaks. Paid 15 minute rest periods are provided in each shift half (3 for 12 hour shift). Employees who are required to be available during their meal period or where an employee worked through their meal period, the employee will be compensated per Article 14.6.

<b>Provision</b>	<b>PHS &amp; CUPE 1004 Collective Agreement</b>	<b>CBA Collective Agreement</b>
Weekend Shift Premium	50 cents/hour	25 cents/hr.
Afternoon Shift Premium	50 cents/hour	No Afternoon Shift Premium
Night Shift Premium	\$1.00/hour	\$2.00/hr. in any shift where 50% + hours between midnight & 8am
Overtime	2X on Overtime except Stats (Paid Holidays)	1.5X first 2 hours, 2X thereafter, except Stats (Paid Holidays)
Paid Holidays	Permanent employees Stats off, option to work at 1.5X	Regular Full-Time employees (37.5hr/wk) receive Paid Holidays off Regular Part-time receive 4.6% premium in lieu of Paid Holidays on all hours worked. If worked, 1.5X, including Casuals

### **Seniority**

CBA seniority is based on straight-time hours paid, per Article 11. In line with other CBA groups, the existing seniority will be transferred to the CBA Collective Agreement and the new seniority list will start with same current date order expressed in hours, with a minimum of one hour between employees, plus a cushion of hours added for every month of service to a maximum of 240 months, based on date of hire. The parties will work cooperatively and communicate with employees regularly as we make progress with the new list. Once the seniority list is finalized, seniority will accrue per Article 11. Until then, the date system remains.

### **Call Out and Overtime**

Straight-time shifts are offered per Article 29.3 by seniority to casuals and part-time employees registered to work in the applicable work area. Overtime shifts are offered by seniority and paid per Article 16.

### **CBA Basics**

<b>COLLECTIVE AGREEMENT PROVISION</b>	<b>PHS &amp; CUPE 1004 COLLECTIVE AGREEMENT</b>	<b>CBA COLLECTIVE AGREEMENT</b>
<b><i>Employment Status and Benefits (Definitions)</i></b>		
Employment Status	Permanent	Regular
	Auxiliary	Casual
Full-time hours/week	40	37.5

COLLECTIVE AGREEMENT PROVISION	PHS & CUPE 1004 COLLECTIVE AGREEMENT	CBA COLLECTIVE AGREEMENT
Benefits Eligibility	Permanent with 21 or more hours/week	Regular status
<b>Casual Employees (Article 29)</b>		
Casual Availability / Unavailability	<i>Provide your availability regularly Must work a minimum of 225 hours each year. You will be advised if you are not on track to reach this requirement</i>	
Casual in lieu pay	13.7%	9.6% of on straight-time pay
Casual Benefits		Purchase option after 180 hours
<b>Leaves</b>		
Vacation Leave (Article 18)	<p>CBA Collective Agreement vacation entitlement is exactly the same. Time spent as a casual employee does not count towards “continuous service” for vacation entitlement.</p> <p>Your monetary vacation bank will be divided by your Sept 30 wage rate to determine the number of vacation hours in your new vacation hours bank.</p> <p>The number of hours would then be used to determine the new value of the monetary bank (multiply the difference between Sept 30 rate and your new rate by the number of hours and add that to the existing value).</p> <p>From December 31, 2020, you may carry over up to 20 VL days to be used by December 31, 2021. This VL may be paid out upon request. If not used, paid out January 2022.</p>	
Sick Leave (Article 28)	<p>Permanent with 21 or more hours/week:</p> <p>105 hours per year (5.6% for 36 hours/week)</p>	<p>Balance (positive or negative) maintained, including mental health leave credits.</p> <p>6.9% accrual rate</p> <p>Max 1170 hours</p> <p>Can be used for medical and dental appointments where unable to schedule outside of working hours.</p> <p>Proof of illness documentation is at the cost of the employee.</p> <p>Requirements for proof of illness will not be unreasonable.</p>
Special Leave (Article 20)	Covered currently as Family Leave, Family Care Leave and Medical Care Leave.	<p>Regular employees receive 6 days of Special Leave credit, pro-rated for part-time employees.</p> <p>A regular employee earns special leave credits with pay up to a maximum of 25 days at the rate of one-half day (3.75 hours) every four weeks (150 hours).</p> <p>Special Leave includes leave for serious household or domestic emergencies: illness in immediately family, when no one at home can provide care – 2 days at a time.</p> <p>One additional bereavement day, or 3 travel days for bereavement (in addition to 3 days bereavement).</p>

## **Benefits at a Glance**

<b>Description</b>	<b>Benefit Details</b>
Extended Health Benefits	100% Employer Paid; New Plan comparable; no Contraceptive Coverage
Employee Wellness Fund	Fund maintained, added new Contraceptive Coverage
Dental Plan	100% Employer Paid; New Plan Superior to current Plan
Long Term Disability	100% Employer Paid; New Plan Comparable
Early Intervention for LTD	Enhanced Disability Management Program
Employee Wellness Program	Maintained
Bugs Be Gone Service	Maintained

## **How did we get here?**

In early 2019, CUPE and PHS agreed that PHS should be designated a health sector Employer, and on June 25, 2019, government agreed. PHS joined the Health Employers' Association of BC (HEABC).

HEABC represents health Employers and bargains with health sector Unions organized into multi-Union Bargaining Associations such as Facilities Subsector (FBA), Nursing (NBA), Health Sciences Professionals (HSPBA) and Community Subsector (CBA). Each grouping has its own provincial collective agreement, bargained at a provincial table. The CBA includes CUPE Locals 15, 4618, and now 1004.

With the assistance and recommendations of mediators Vince Ready and Amanda Rogers, HEABC / PHS and CUPE 1004 have agreed on a Memorandum of Agreement (MOA) that melds the CUPE 1004 unit and Collective Agreement to the CBA Collective Agreement.

- The MOA is available [here](#).
- The 2014-2019 CBA Collective Agreement is available [here](#).
- The 2019-2022 Summary of Changes of the CBA Collective Agreement is available [here](#).

Since September 2019, we have been bargaining the terms of the MOA. On July 15, 2020, we initialed an Agreement in Principle. On September 30, 2020, the Mediators made their final recommendations and the MOA was signed by CUPE Local 1004, HEABC, and PHS.