

**MEMORANDUM OF AGREEMENT**

**between:**

**PHS Community Services Society (PHS)**  
**as represented by**  
**Health Employers' Association of British Columbia (HEABC)**  
(the "Employer")

**-and-**

**Health Sciences' Professionals Bargaining Association (HSPBA) /**  
**Canadian Union of Public Employees, Local 1004**  
(the "Union")  
(Collectively, "the parties")

**in respect of the melding of the**

**April 1, 2015 to March 31, 2019**  
**PHS Community Services Society &**  
**Canadian Union of Public Employees, Local 1004**

**Collective Agreement**

(the "PHS & CUPE 1004 Collective Agreement")

**and the**

**April 1, 2019 to March 31, 2022**  
**Collective Agreement between Health Sciences' Professionals Bargaining Association**  
**-and-**

**Health Employers Association of BC**

(the "HSPBA Collective Agreement")

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**WHEREAS:**

The terms of this Memorandum of Agreement ("the Memorandum") represent the outcome of negotiations between the parties to introduce the affected paramedical professional employees to be covered fully under the terms and conditions of the HSPBA Collective Agreement.

**THEREFORE the parties agree on a without prejudice or precedent basis as follows:**

**General**

1. Incumbents are paramedical professionals employed with PHS on April 8th, 2022. The provision of retroactive pay in this Memorandum as applies to CUPE 1004 employees is solely for those who were in paramedical professional positions as defined in this MOA during the period of retroactivity starting April 1, 2019 and who are still employed with PHS on April 8<sup>th</sup>, 2022.

2. Paramedical professional employees hired on or after April 9th, 2022 will have the HSPBA Collective Agreement apply immediately without modification, except as expressly adopted in this Memorandum.
3. Effective April 9th, 2022, all provisions of the HSPBA Collective Agreement will apply in their entirety to all incumbents employed with the Employer, except as expressly modified in this Memorandum.
4. Effective end of day April 8th, 2022, the PHS & CUPE 1004 2015 – 2019 Collective Agreement and any attachments or related agreements, will terminate and all provisions of will cease to apply, except as expressly adopted in this Memorandum.
5. This Memorandum forms part of the HSPBA Collective Agreement in accordance with Article 32.03.
6. The parties will work cooperatively through an Application to the Labour Relations Board of BC to vary the Union's certification for the Employer into the HSPBA Consolidated Certification.

### **Seniority**

7. Effective April 9th, 2022, HSPBA Collective Agreement Article 6.04 applies.
8. Permanent incumbents' seniority dates will be established as their seniority date for the purposes of Article 6.04.

### **Work Schedules, Hours of Work, Meal Periods & Rest Periods**

9. Effective April 9th, 2022, HSPBA Collective Agreement Article 25 and Memorandum of Agreement 7 apply in their entirety.
10. In accordance with MOA 7, the local parties will sign off on an extended hours of work day/week Memoranda.

### **Wage Schedule Classifications, Wage Grid Rates**

11. An Incumbent employed on April 1, 2019 receives a general wage increase of two percent (2%) on their PHS & CUPE 1004 Schedule "A" wage rate.
12. Effective the later of June 25, 2019 or upon initial date of hire:
  - a. Incumbents are classified in accordance with Appendix A, Classification Benchmark Matches,
  - b. placed on the corresponding Wage Grid, and
  - c. placed on the appropriate Wage Grid increment step using their years of service

For regular Incumbents, following increment step placement, the earlier of the Incumbent's seniority date or initial date of continuous employment (whether full time or part time) from the date of commencement of regular employment is established as the Incumbent's increment anniversary date.

13. If the Incumbent's June 24, 2019 wage rate exceeds the applicable HSPBA Collective Agreement wage rate established in paragraph 12 above, the Incumbent will be wage protected and will be eligible for applicable general wage increases pursuant to the HSPBA Collective Agreement ("green-circled").
14. Effective April 1, 2020, green-circled Incumbents shall receive the two percent (2%) general wage increase. If the applicable HSPBA Collective Agreement wage rate equals or exceeds the Incumbent's April 1, 2020 rate of pay, the Incumbent will be placed on the appropriate increment step of the HSPBA Collective Agreement in accordance with paragraph 12. If the Incumbent's April 1, 2020 rate of pay exceeds the applicable HSPBA Collective Agreement wage rate, the Incumbent will be green-circled.
15. Effective April 1, 2021, green-circled Incumbents shall receive the two percent (2%) general wage increase. If the applicable HSPBA Collective Agreement wage rate equals or exceeds the Incumbent's April 1, 2021 rate of pay, the Incumbent will be placed on the appropriate increment step of the HSPBA Collective Agreement in accordance with paragraph 12. If the Incumbent's April 1, 2021 rate of pay exceeds the applicable HSPBA Collective Agreement wage rate, the Incumbent will be green-circled.
16. Effective April 9th, 2022, if the applicable HSPBA Collective Agreement wage rate equals or exceeds the Incumbent's green-circled rate of pay, the Incumbent will be placed on the appropriate increment step of the HSPBA Collective Agreement in accordance with paragraph 12. If the Incumbent's green-circled rate of pay at April 9th, 2022 exceeds the applicable HSPBA Collective Agreement wage rate, the regular Incumbent will be wage protected at that rate of pay ("red-circled"). Red-circling will cease when the Incumbent's applicable HSPBA Collective Agreement wage rate equals or exceeds the Incumbent's red-circled rate of pay.
17. Classification placement, wage rates, and wage protection are effective April 9th, 2022.
18. Appendix B, HSPBA Wage Grids, Steps, Wage Rates & Wage Protection, is attached to and forms part of this Memorandum. Each employee's wage grid rate will be in accordance with Appendix B from April 1<sup>st</sup>, 2019, to the date of implementation.

### **Retroactivity**

19. Incumbents will receive a one-time payment reflecting retroactive wages from April 1<sup>st</sup>, 2019 to April 8th, inclusive, as attracted per paragraphs 11-18 above. For clarity, the time periods of consideration are:
  - a. April 1, 2019 and June 24, 2019;
  - b. June 25, 2019 to March 31, 2020;
  - c. April 1, 2020 to March 31, 2021; and
  - d. April 1, 2021 to April 8th, 2022.
20. Retroactive wages on all hours paid will be paid as currently coded, or where mutually agreed correction or adjudication results in coding alterations. The parties will work cooperatively to process and pay retroactive wages in a timely manner, by no later than May 15th, 2022.

### **Statutory Holidays**

21. Effective April 9th, 2022, HSPBA Collective Agreement Article 21 Leave – Statutory Holidays will apply.

### **Vacation Entitlement**

22. The effective date of HSPBA Collective Agreement Article 23 Leave – Vacation entitlement is April 9th, 2022. The parties will work cooperatively to ensure the correct application of Article 23.07, Annual Vacation Entitlement.

23. The incumbents' current monetary vacation banks will be converted to the HSPBA Collective Agreement Article 23 vacation bank, which is a days bank only, as follows:

- a. Divide the incumbents current monetary vacation bank by their current rate of pay to determine the number of hours;
- b. The value determined by paragraph 23 a. shall be divided by 7.5 to determine the days bank expressed in hours.

24. PHS & CUPE 1004 Collective Agreement Articles 9.3; 9.7; 9.8 apply until April 9th, 2022, and at that time, incumbents may elect, on a one time-basis only, to carry over up to twenty (20) vacation days, for their use until December 31, 2022. This carryover amount, or portion thereof, may be paid out upon employee request. Any balance in this carryover not used, paid out, or otherwise scheduled for use will be paid out in April 2022.

#### **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.*

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

- (i) 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.

#### **9.8 Vacation Carryover**

*Permanent employees who are entitled to three (3) weeks vacation or more will take a minimum of three (3) weeks vacation each year.*

*Permanent employees may carry over a maximum of twenty (20) vacation days from one calendar year to the next.*

*Unused vacation in excess of the twenty (20) day carryover amount that cannot be scheduled by October 15th at a mutually agreeable time may then be paid out, at the Employer's discretion, by March 31st of the following year.*

### **Sick Leave**

25. Effective April 9th, 2022, incumbents will transfer their PHS & CUPE 1004 sick leave balance (positive or negative) to their HSPBA sick leave bank, including Mental Health Leave credits.
26. Effective April 9th, 2022, Incumbents will begin accruing sick leave pursuant to the HSPBA Collective Agreement Article 19 Leave – Sick.
27. For clarity, effective April 9th, 2022, medical appointment leave will cease and be deleted, and HSPBA Collective Agreement Articles 19.09 and 19.11 apply.
28. In respect of HSPBA Article Collective Agreement 19.04, requirements for proof of sickness will not be unreasonable.

### **Special Leave**

29. Effective April 9th, 2022, regular incumbents will be credited with six (6) days of Special Leave (pro-rated for part-time incumbents). For clarity, Family Leave, Family Care Leave and Medical Care Leave will cease to apply and be deleted effective end of day April 8th, 2022
30. Incumbents will begin accruing special leave pursuant to Article 20.01 of the HSPBA Collective Agreement as of April 9th, 2022.

### **Benefits**

31. The Incumbents shall receive all benefits per Article 34 of the HSPBA Collective Agreement as of May 1, 2022.
32. Incumbents with a date of disability or injury that occurred prior to May 1, 2022 will continue to be covered by the terms of any benefits and/or plan that was in place at that date of disability or injury, and will not be eligible for benefits under the HSPBA Collective Agreement in respect of the pre May 1, 2022 disability and any period of associated LTD.
33. Consistent with HSPBA Collective Agreement Article 35.04 and Appendix 10, Memorandum of Understanding - EDMP Section B, LTD Plan - paragraph 11.1 Return to Work, incumbents with a date of disability or injury that occurred prior to May 1, 2022 who were on claim for less than twenty-four (24) months will continue in their former job; an incumbent who was on claim for more than twenty-four (24) months will return to an equivalent position, exercising their seniority rights if necessary, pursuant to Appendix 10 and Article 6.04.
34. The Employer will take steps to facilitate a timely transition to the Enhanced Disability Management Program (EDMP) and advise the Union and employees of these arrangements, and the EDMP effective date. EDMP will be effective on absences that occur after the EDMP effective date.

### **Severance**

35. Effective April 9th, 2022 HSPBA Collective Agreement Article 13 applies in its entirety and is applicable only to service in professions covered under this Memorandum with the Employer. For greater clarity, this includes service prior to June 25, 2019.

### **Surveillance & Communications**

36. The parties agree that PHS & CUPE 1004 Articles 5.8, & 18.3 will be maintained and published as a PHS Employer policy for all paramedical professional employees:

#### **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.*

#### **18.3 Employer Provided Smartphones and Technical Devices**

*Where the Employer requires an employee to have a smartphone or other technical devices for work related purposes, the Employer will provide the smartphone and data package sufficient to its needs. When the Employer no longer requires the employee to have the smartphone, the employee will be given reasonable notice of up to two (2) weeks to return it to the Employer, taking into account any need to purchase their own phone plan and transfer personal data.*

*It is understood that the above notice does not apply in cases of termination of employment.*

### **Employee Wellness Program**

37. The parties agree that PHS & CUPE 1004 Collective Agreement Letter of Understanding #2 continues and forms part of the Memorandum for all paramedical employees:

#### **LETTER OF UNDERSTANDING #2 – EMPLOYEE WELLNESS PROGRAM**

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

### **Employee Wellness Fund**

38. The parties agree that PHS & CUPE 1004 Collective Agreement Letter of Understanding #5, Part 2 only, Employee Wellness Fund continues and forms part of the Memorandum. All paramedical employees continue to have access to the fund.

The fund also will provide limited contraceptive coverage for paramedical professional employees, where contraception is:

- a. not covered by HSPBA Collective Agreement Extended Health Benefits Plan or Fair Pharmacare, and
- b. would have been previously covered in accordance with the PHS & CUPE 1004 Extended Health Benefits Plan.

This limited contraception coverage is provided on a receipted basis, to a maximum of five hundred dollars (\$500.00) per occurrence, per regular employee, per year. Receipts must be submitted within two (2) months of purchase.

**LETTER OF UNDERSTANDING #5 - EMPLOYEE WELLNESS FUND**

*The Employer will establish a “one-time” fund containing \$70,000 that will be used for the following purposes:*

- *Substance use disorder treatment;*
- *Gender support and supplies;*
- *Disability supplies and services supplementary to the Employee Health Care (EHC) Plan;*
- *On a case by case basis, for the payment of EHC premiums for Long Term Disability (LTD) recipients; or*
- *Any other purposes expressly agreed upon.*

*A Joint Wellness Committee will be established solely for the purpose of administering this Fund. The Committee will consist of up to three (3) PHS representatives, and up to two (2) representatives of CUPE 1004 and one (1) representative of CUPE 1936. The Committee will determine its terms of reference including how the Fund will be used to support employees with the above purposes, and that all allocation decisions must be made unanimously. However, in no case will an employee be reimbursed an amount that exceeds \$5000, and lesser limits may be agreed upon for specific purposes.*

*The maximum amount of expenditures from this Fund must be limited to \$70,000, and any additional amounts that may be remaining from the application of any Economic Stability Dividend as set out in LOU Re: BC Government Economic Stability Dividend (ESD). Once the Fund amounts have been allocated to employees, and the Fund is depleted, there is no further obligation of the Employer to make any further payments. At that time, this Agreement is extinguished, and the Committee is disbanded.*

*Signed and dated by both parties on December 4, 2017.*

**Bugs Be Gone Services**

39. The parties agree that PHS & CUPE 1004 Collective Agreement Letter of Understanding #7, Bugs Be Gone Services, continues and forms part of the Memorandum for all paramedical professional employees:

**LETTER OF UNDERSTANDING #7  
RE: BUGS BE GONE SERVICES TO EMPLOYEES**

*This will confirm that PHS Community Services will continue its current practice as outlined below with respect to the provision of the “Bugs Be Gone” pest control services to employees.*

*The employee will forward a request for inspections/treatment for the problem at the employee's residence to the Project/Program Manager.*


*The Bugs Be Gone pest control service will be dispatched to determine the origin and extent of the infestation.*

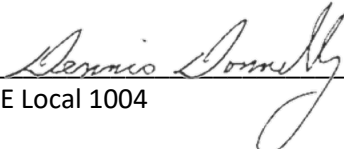
*Where there is a reasonable basis to conclude that a bed bug infestation at the employee's residence originated from the employee's employment at PHS, the infestation will be remedied at no cost to the employee.*


**Disputes**

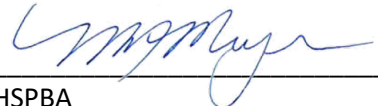
40. Vince Ready is retained to deal with any disputes, in respect of the application, implementation or interpretation of this or any related Memorandum, on an expedited basis.

All of which is agreed, this 24<sup>th</sup> day of March, 2022, by:

  
\_\_\_\_\_  
HEABC

  
\_\_\_\_\_  
CUPE Local 1004

  
\_\_\_\_\_  
PHS

  
\_\_\_\_\_  
HSPBA

**Attachment**

Appendix A: Classification Benchmark Matches

Appendix B: Wage Increases, Wage Grids & Increment Step Placement and Wage Protection



**HEABC/PHS & HSPBA/CUPE 1004  
APPENDIX A  
Classifications**

<b>Job Title</b>	<b>Health Science Professionals Collective Agreement Classification Benchmark Match</b>	<b>Grid Level</b>
Case Manager	<i>Social Worker Grade II(f) WWGS</i>	12
Social Worker – PHS Healthcare	<i>Social Worker Grade II(f) WWGS</i>	12
Social Worker – Alexander Street Community (ASC)	<i>Social Worker Grade II(f) WWGS</i>	12
Mental Health & Addictions Social Worker – DSC Supportive Recovery Program	<i>Social Worker Grade II(f) WWGS</i>	12
Dental Hygienist	<i>Dental Hygienist, WWGS (App A-r)</i>	9

**HEABC/PHS & HSPBA/CUPE 1004  
 APPENDIX B  
 Wage Grids, Increment Steps & Wage Protection**

Incumbent	February 23, 2022 PHS & CUPE 1004 Collective Agreement Schedule A Classification	Schedule A Wage Rate	Regular Weekly Hours	Service Date	April 1, 2019 2%	June 25, 2019 HSPBA Classification Grade Wage Grid	April 1, 2020 Greater of 2% or Grid/Step	April 1, 2021 Greater of 2% or Grid/Step
Rebekka Regan	Case Manager (BSW)	\$35.59 MOA #1	40	2014	\$36.30	Social Worker Grade II(f) Grid 12  5 <sup>th</sup> year \$42.45	5 <sup>th</sup> year \$43.29	
Hana MacDonald	Case Manager (BSW)	\$32.44	36	July 23, 2021	n/a	Social Worker Grade II(f) Grid 12	n/a	First year \$36.99  Increment date: July 23, 2021
Michael Taylor	Case Manager (BSW)	\$32.44	40	May 10, 2021	n/a	Social Worker Grade II(f) Grid 12	n/a	First year \$36.99  Increment date May 10, 2021
Brent Wager	Dental Hygienist	\$43.00	16	June 1, 2002	\$43.86 Green-circled	\$43.86 Green-circled  Dental Hygienist Grid 9  6 <sup>th</sup> year (\$39.72)	\$44.74 Green-circled  6 <sup>th</sup> year (\$40.51)	\$45.63 Red-circled  6 <sup>th</sup> year (\$41.32)