

**MEMORANDUM OF AGREEMENT
AGREEMENT IN PRINCIPLE**

between:

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

-and-

**Health Services & Support – Community Subsector Association of Bargaining Agents (CBA) /
Canadian Union of Public Employees, Local 1936 ("the Union")**
(Collectively, "the parties")

in respect of the melding of the

**January 2, 2018 to March 31, 2019
PHS Community Services Society &
Canadian Union of Public Employees, Local 1936
Collective Agreement**

(the "PHS & CUPE 1936 Collective Agreement")

and the

**April 1, 2019 to March 31, 2022
Collective Agreement between Health Services & Support – Community Subsector Association
-and-
Health Employers Association of BC**
(the "CBA Collective Agreement")

The parties agree as follows:

- A. The terms of this Memorandum of Agreement ("the Memorandum") represent the outcome of negotiations between the parties to introduce the affected employees to be covered fully under the terms and conditions of the CBA Collective Agreement.
- B. This Memorandum applies only to CUPE Local 1936 employees and CUPE Local 1004 employees who are currently acting in Appendix A positions. The provision of retroactive pay in this Memorandum as applies to CUPE 1004 employees is solely for those who have

previously acted in CUPE Local 1936 positions, and current PHS excluded employees who were CUPE Local 1936 employees during the retroactive period starting on April 1, 2019.

- C. The parties agree to work cooperatively to prepare a joint application to the Labour Relations Board to vary the Union's certification into the Community Bargaining Association ("CBA") in combination with the applicable CUPE Local 1004 certification variation application.
- D. Effective July 9, 2021, (unless otherwise noted), the provisions of the CBA Collective Agreement and the following terms of this Memorandum apply to the Union's PHS bargaining unit in accordance with MOA #7 Re: Certain Existing Collective Agreement Provisions on the applicable date going forward:

- 1. The following Articles of the CBA Collective Agreement apply in their entirety:

DEFINITIONS

- 1 - PREAMBLE
- 2 - UNION RECOGNITION AND RIGHTS
- 3 - UNION SECURITY
- 4 - CHECK-OFF AND UNION DUES
- 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES
- 6 - EMPLOYER'S RIGHTS
- 7 - EMPLOYER/UNION RELATIONS
- 8 - GRIEVANCES
- 9 - ARBITRATION
- 10 - DISMISSAL, SUSPENSION AND DISCIPLINE
- 11 - SENIORITY
- 12 - JOB POSTINGS
- 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE
- 14 - HOURS OF WORK AND SCHEDULING
- 15 - HOURS OF WORK AND SCHEDULING – COMMUNITY HEALTH WORKERS
- 16 - OVERTIME
- 17 - PAID HOLIDAYS
- 18 - VACATION ENTITLEMENT
- 19 - EDUCATION LEAVE
- 20 - SPECIAL LEAVE
- 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE
- 22 - OCCUPATIONAL HEALTH AND SAFETY
- 23 - MORE FAVOURABLE RATE OR CONDITIONS
- 24 - MUNICIPAL PENSION PLAN
- 26 - WORK CLOTHING AND EMPLOYER PROPERTY
- 27 - PAYMENT OF WAGES AND ALLOWANCES
- 28 - SICK LEAVE

29 - CASUAL EMPLOYEES
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Bargaining Unit Merger

2. As part of implementation, the Union's PHS bargaining unit will be merged with the CUPE Local 1004 bargaining unit to form a single PHS CBA bargaining unit and the parties will take the necessary steps to affect this merger.

Seniority

3. The parties agree to convert the date of hire seniority system to a seniority system based on hours, in accordance with Joan Gordon's May 4, 2016 Order, issued pursuant to Memoranda of Agreement #23, #19 and #22.
4. The Union will advise its members of this approach. Once the PHS and the Union agree that the seniority list is correct, the Union will prepare a converted seniority list using the principles and similar timeframe outlined in Arbitrator Gordon's Order, and will share same with the PHS. The parties will confer and resolve any differences on the converted seniority list and agree on an official and effective date of seniority conversion.
5. On the official and effective date of seniority conversion, CBA Collective Agreement Article 11 applies in its entirety. PHS & CUPE 1936 Collective Agreement Articles 12.1, 12.2, 12.3 & 12.4 apply until the official and effective date of seniority conversion.
6. It is the intention of the parties that the CUPE Local 1004 and Local 1936 bargaining units' seniority lists will be merged as part of the seniority conversion. The parties will work cooperatively to affect this merger of seniority in a timely manner.

Post & Fill

7. Certain transitional staffing arrangements are described in Appendix B Post & Fill, which is attached to and forms part of this Memorandum.

Hours of Work/Scheduling

8. Effective July 9, 2021, CBA Collective Agreement Article 14 – Hours of Work and Scheduling applies, subject to the following provisions.
9. Hours of Work for Project Managers and Program Managers are described in Appendix C Flex-time, which is attached to and forms part of this Memorandum.
10. Hours of Work for Pigeon Park Savings Supervisor, Junior Accountant and Washington Market Supervisor follow their current Hours of Work modified in accordance with this Memorandum.
11. CBA Collective Agreement Article 14.6 - Meal Periods applies.
12. Paid daily shift hours of seven (7), eight (8), and ten (10) hours' duration will be reduced by thirty (30) minutes to allow for an unpaid meal break. For clarity, an employee scheduled 0900 to 1700 previously received eight (8) hours pay inclusive of a paid meal period and will now receive seven and one half (7.5) hours pay. The employee's meal period is now unpaid.
13. Incumbents with average hours of work greater than thirty-seven and one half (37.5) hours per week shall move to thirty-seven and one half (37.5) hours per week without loss of forty (40) hours per week regular pay ("regular pay wage protection").
 - a. Employees' wage rates will be adjusted to maintain forty (40) hours pay per week, while working thirty-seven and one half (37.5) hours per week.
 - b. The adjusted wage rate is a form of wage protection, applied as a percent increase to the applicable rate. The applicable rate is the Incumbent's CBA Collective Agreement classification rate or their classification-based wage protection and applicable general increases per paragraph 17,
 - c. regular pay wage protection is lost only when their classification rate of pay exceeds the wage protected rate, when the wage protected employee leaves their position, or as provided in paragraph 22.
 - d. This regular wage pay protection also applies to incumbent CUPE Local 1004 employees acting in the Appendix A Classifications as of July 9, 2021.
14. Upon implementation, shift schedules remain unchanged, except Incumbents working a 4x10 rotation will have their start and stop times adjusted accordingly.

The following table outlines shifts and schedules:

Shifts per Week	Current Scheduled Paid Hours per Shift	Unpaid Meal Break	Current Weekly Paid Hours with Paid Meal Break	CBA Weekly Paid Hours with Unpaid Meal Break
5	7	0.5	35	35
5	8	0.5	40	37.5 *
4	10	0.5	40	37.5 *

*regular pay protected: forty (40) hours

Classification Benchmark Matching, Wage Rates & Wage Protection

15. Incumbent employees will receive retroactive pay of two percent (2%) on all hours paid between April 1, 2019 and June 24, 2019 inclusive, on PHS & CUPE 1936 Collective Agreement Schedule "A" wage rates.
16. "Incumbent employee" means a CUPE Local 1936 or Local 1004 employee who works or who has worked in a classification covered by this MOA, and who is employed with PHS on July 9, 2021.
17. Effective June 25, 2019, all PHS & CUPE 1936 Schedule 'A' positions, except for PM2 positions, will be increased by one dollar and seventy-five cents (\$1.75) per hour. PM2 positions will be increased by twenty-five cents (\$0.25) per hour.
18. Classification placement, wage rates, wage protections and CBA Collective Agreement general wage increases are effective July 9, 2021 and are, for incumbent employees, retroactive to June 25, 2019 for all hours paid. 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, no later than August 31, 2021 with a separate paystub to be issued for retroactive payments.
19. Current PHS & CUPE 1936 Schedule 'A' positions are allocated to the Benchmark indicated in Appendix A, which is attached to and forms part of this Memorandum.
20. Incumbent employees:
 - a. Will be placed on the appropriate Step of the CBA Wage Schedule at the applicable Grid as identified for their positions' Benchmark. The appropriate increment step is determined by the Incumbent's seniority date or where there is no seniority date, seniority hours. Employees will progress to the next increment step and receive the applicable wage increases in accordance with the CBA Collective Agreement.

- b. For regular incumbents following this step placement, the employee's seniority date, is established as the employee's increment anniversary date in accordance with CBA Article 27.4 (b).
21. Where the Incumbent's July 9, 2021 PHS & CUPE 1936 adjusted Schedule 'A' wage rate exceeds the applicable wage rate of the applicable CBA Collective Agreement rate, pursuant to paragraph 17, the Incumbent will be wage protected and receive the applicable general wage increases in accordance with the CBA Collective Agreement, until the applicable CBA wage rate for their position exceeds their wage protected rate.
 22. Wage protection is applicable only for CUPE 1936 positions. Until March 31, 2022, regular pay wage protection and classification-based wage protection is applicable in respect of the incumbent employee's position, or, where an incumbent employee covered by this MOA transfers to a CUPE 1936 position. In respect of the operation of this paragraph, regular pay wage protection is available only on a one-time basis.

Benefits

23. The Incumbents shall receive all benefits per Article 25 – Health Care Plans as set out in the CBA Collective Agreement as of July 9, 2021.
24. Incumbents with a date of disability or injury that occurred prior to July 9, 2021 will continue to be covered by the terms of any plan that was in place at that date of disability or injury.
25. Consistent with CBA Collective Agreement Appendix 2 re: Long-Term Disability Insurance Plan, employees with a date of disability or injury that occurred prior to July 9, 2021 who were on claim for less than nineteen (19) months will continue in their former job; an employee who was on claim for more than 19 months will return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13.5, Retention of Seniority of the CBA Collective Agreement.
26. 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. EDMP will be effective on absences that occur after the implementation date.

Paid Holidays

27. Article 17 of the CBA Collective Agreement will be effective July 9, 2021.
28. Before July 9, 2021, the parties will determine Incumbents' vacation entitlement date and level. The correct vacation entitlement date and level will follow the PHS & CUPE 1936 Collective Agreement whereby vacation is determined on January 1st of the calendar year the date the employee became permanent.

For example, an employee who became permanent on September 21, 2018 will have their vacation entitlement recognized as of January 1, 2018.

29. Incumbents will be placed on the CBA Collective Agreement vacation entitlement at the same level as determined in paragraph 28. Following implementation of this Memorandum, regular employees will be entitled to vacation in accordance with CBA Article 18.1.
30. The Incumbent employees' current monetary vacation banks will be converted to the CBA Article 18 vacation bank, which has both a date bank and monetary bank, as follows:
- a. Divide the employee's current monetary vacation bank by their current rate of pay to determine the number of hours;
 - b. Multiply the number of hours in point "a" by the rate of pay difference between their current rate and their new rate;
 - c. Add the amount determined in point "b" to the existing monetary value of the vacation bank;
 - d. The value of point "a" becomes the days bank and the value of point "c" becomes the monetary bank.
31. The parties agree that effective July 9, 2021 CBA Collective Agreement Articles 18.3; 18.4 & 18.5 apply.
32. PHS & CUPE 1936 Collective Agreement Articles 9.3; 9.7; 9.8 apply until December 31, 2021, and at that time, employees 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 scheduled for use in 2022, previously used or paid out will be paid out in March 31, 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

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) weeks' 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

33. Incumbents will transfer their PHS & CUPE 1936 Collective Agreement sick leave balance (positive or negative) to their CBA sick leave bank, including Mental Health Leave, credits.
34. Incumbents will begin accruing sick leave pursuant to the CBA Collective Agreement as of July 9, 2021.
35. Effective July 9, 2021 medical appointment leave will cease and be deleted.
36. In respect of CBA Article 28.3, requirements for proof of sickness will not be unreasonable.

Special Leave

37. Incumbents will begin accruing special leave pursuant to the CBA Collective Agreement as of July 9, 2021.
38. On July 9, 2021, regular employees will be credited with six (6) days of Special Leave (Article 20.3) (pro-rated for part-time employees). Family Leave, Family Care Leave and Medical Care Leave will cease and be deleted upon the effective date of Special Leave.

Surveillance & Communications Equipment

39. The parties agree that PHS & CUPE 1936 Collective Agreement Articles 5.8 Workplace Surveillance & 18.3 Employer Provided Smartphones will be maintained and published as PHS Employer policies

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.

Employee Wellness Program

40. The parties agree that PHS & CUPE 1936 Collective Agreement Letter of Understanding #1 continues and forms part of the Memorandum:

LETTER OF UNDERSTANDING #1 – 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

41. The parties agree that PHS & CUPE 1936 Collective Agreement Letter of Understanding #3, Part 2 only, Employee Wellness Fund continues and forms part of the Memorandum. Effective July 9, 2021, the Fund will also provide contraceptive coverage, 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. Up to 10% of the fund will be apportioned for CUPE 1936 employees.

No new grievance settlements, aside from settlements in respect of this fund itself, will be paid to the fund unless mutually agreed or Ordered by a third party.

LETTER OF UNDERSTANDING #3 - 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 the parties on December 4, 2017.

Bugs Be Gone Services

42. The parties agree that PHS & CUPE 1936 Collective Agreement Letter of Understanding #5, Bugs Be Gone Services, continues and forms part of the Memorandum:

LETTER OF UNDERSTANDING #5 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

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

All of which is agreed, this 17th day of May, 2021, by:

HEABC

CUPE Local 1936

PHS

CBA

Attachments:

- Appendix A: Benchmarks
- Appendix B: Post & Fill
- Appendix C: Flexitime

APPENDIX A

Classification Matching		
Job Title	Community Subsector Collective Agreement Classification Benchmark Match	Grid Level
Project Manager 1 & 2	81503 – Residence Coordinator (Grid 35) <i>(Layer Over – Dayshift Coordinator, Grid 35)</i>	36
Program Manager*	82900 – Program Coordinator (Grid 30) <i>(Layer Over – Dayshift Coordinator, Grid 35)</i>	36
Program Manager**	82900 – Program Coordinator (Grid 30) <i>(Layer Over – Mental Health Worker, Grid 34)</i>	35
Pigeon Park Savings - Supervisor	Anomalous <i>(Layer Over – Pigeon Park Savings - Senior Financial Service Representative, Grid 35)</i>	36
Junior Accountant	80770 – Financial Clerk 2 (Grid 10)	10
Washington Market Food Store Manager (Social Enterprise)	85203 – Community Retail Supervisor	7

APPENDIX B UNION:

WITHOUT PREJUDICE

**MEMORANDUM OF AGREEMENT
APPENDIX "B"**

between

PHS Community Services Society

as represented by

Health Employers Association of British Columbia ("HEABC")

and

Health Services & Support Community Subsector Association of Bargaining Agents ("CBA") /

Canadian Union of Public Employees, Local 1936

(the "Union") Collectively "the Parties"

Re: PHS Community Services Society & CUPE Local 1936 – Post & Fill

It is understood and agreed that:

1. Before July 9, 2021, the Employer will post and fill the following vacant positions:

Indigenous Health Services

Lark

New Fountain Shelter

Nora Hendrix

2. As at May 14, 2021, the parties confirm the following bargaining unit positions are temporarily vacant in respect of incumbent leaves. These positions are being backfilled or an active Return to Work is in progress.

Douglas Street Community Supportive Recovery

ELS

Rainier

3. As at May 14, 2021 the parties confirm the following bargaining unit position may be deleted owing to program transfer, and that the incumbent on leave may access CBA Collective Agreement protections at an appropriate future point in time:

Washington Market Supervisor

4. The Union withdraws any and all grievances in respect of bargaining unit work, exclusions and Labour Relations Code section 54.

All of which is agreed, this 17th day of May, 2021, by:

CBA/COPE Local 1936

HEABC/PHS

APPENDIX C

WITHOUT PREJUDICE

**MEMORANDUM OF AGREEMENT
APPENDIX "C"**

between

PHS Community Services Society

as represented by

Health Employers Association of British Columbia ("HEABC")

and

Health Services & Support Community Subsector Association of Bargaining Agents ("CBA") /

Canadian Union of Public Employees, Local 1936

(the "Union") Collectively "the Parties"

Re: PHS Community Services Society & CUPE Local 1936 – Flex-time

It is understood and agreed that:

1. The purpose of this Memorandum of Agreement is to clarify the terms of the Community Subsector Collective Agreement (the "CBA") between the Parties so that an Article 14.10 Flex-time arrangement is provided for CUPE Local 1936 employees (the "employee" or "employees").
2. With the exception of the specific revisions set forth in this Memorandum of Agreement, all other terms and conditions of the CBA will apply.
3. As a general principle, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day / work week as set forth in the CBA.
4. As a general principle, the employees will neither gain nor lose any benefit(s) presently contained within the CBA.

5. The Employer will continue to outline the required work on specific days of the week. The Employer will continue to specify the required work schedules. This would mean a requirement to attend work during the core period. The core period is defined as commencing one hour after shift start time and running to one hour before the shift end time. (That is, for an eight-hour shift from 12:00 – 20:00 the core period would be 13:00 to 19:00; for a ten-hour shift from 08:00-18:00 the core period would be 09:00-17:00.)
6. Consistent with article 14.10 of the CBA employees are able to flex their hours around the shift start and stop times up to the total of ten (10) daily hours.
7. The regular work week for the employees is thirty-seven point five (37.5) hours per week.
8. The workday shall not exceed ten (10) hours, except where the employee specifically requests, and the Employer agrees.
9. Employees shall average seventy-five (75) hours of work per two-week period and the employee will arrange their hours of work and time off within the averaging period to ensure that work hours do not exceed seventy-five (75) hours during the averaging period.
10. Employees shall record all hours worked beyond the daily or weekly hours of work and shall report these hours to their supervisor at the earliest opportunity or within 48 hours. The Employer will consult with the Union prior to making its determination on changes to the required reporting mechanism.
11. Employees who work in excess of a ten (10) hour day or in excess of seventy-five (75) hours per two week period except in accordance with paragraph 9 above, will be compensated according to Article 16.2 Overtime Compensation or 16.6 Compensating Time Off, as the case maybe.

All of which is agreed, this 17th day of May, 2021, by:

CBA/COPE Local 1936

HEABC/PHS
