

COLLECTIVE AGREEMENT

between

PHS COMMUNITY SERVICES SOCIETY



and

CUPE LOCAL 1004



Effective from April 1, 2015 to March 31, 2019

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ARTICLE 1 - PURPOSE OF AGREEMENT

It is the purpose of both parties of this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc;
- (c) To encourage efficiency in operations;
- (d) 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 Term of Agreement

This Agreement shall be for the period from April 1, 2015 to and including March 31, 2019 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.

All changes in the renewed Collective Agreement are effective January 2, 2018, or on the dates expressly agreed to, as applicable.

2.2 Agreement to Continue

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:

- (a) The Union commences strike action; or
- (b) The Employer locks out its employees; or
- (c) 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

- (a) It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the PHS Community Services Society, except persons occupying the positions listed below, employees included in the CUPE Local 1936 or the BCNU bargaining units, and those specifically excluded by future mutual agreement of the Employer and the Union or by a decision of the Labour Relations Board.

- Executive Director
- Directors
- Senior Managers
- Executive Administrative Assistant
- Human Resources Professionals
- Accounting Professionals, other than Junior Accountants
- Managers of the Social Enterprises

(b) Neither the Employer nor any employee covered by this Agreement will enter into a separate 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 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 Article 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.

The Employer will not contract out bargaining unit work that will result in the layoff or the reduction in the hours of work of a bargaining unit employee.

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 Bylaws. Deductions shall be made on a biweekly basis and forwarded to the Secretary-Treasurer not later than the fifteenth (15th) 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 Job Steward

- (a) The Employer agrees to recognize Job Steward(s) as the employee's representative(s) and will accord a hearing to the Job Steward(s) for the settlement of disputes and grievances.
- (b) The duties of Job Stewards include but are not limited to the following:
 - (1) To bring concerns directly to the Executive Director of the PHS.
 - (2) Investigating complaints of an urgent matter.
 - (3) Investigating grievances.
 - (4) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure.
 - (5) Supervising ballot boxes and other related functions during ratification votes.
 - (6) Attending meetings called by Management.
 - (7) Accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated.
 - (8) Meeting with new employees as a group during the Orientation Program.
 - (9) Acting as appointees to the Labour 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, layoff, recall, discipline, classification, discharge, benefits, or any other action by reason of the prohibited grounds set out in the *Human Rights Code of British Columbia* (currently: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or because an employee has been convicted of a criminal or summary conviction offence that is unrelated to employment), or by reason of activity in the Union. The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

6.2 Sexual/Personal Harassment – Definition

(a) *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

(b) *Personal Harassment*

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

(c) *Joint Policy*

The Employer shall make all Management Personnel and employees aware that violations of the joint policy against Sexual/Personal Harassment shall be subject to disciplinary action. The Employer agrees to include the subject of Sexual/Personal Harassment in staff and Management Training Sessions. The policy is appended as Information Appendix #2.

(d) *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 Procedure.

ARTICLE 7 - HOURS OF WORK

7.1 Employee Definitions

(a) (1) 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.

(2) Permanent employees, whose posted position is less than twenty-one (21) hours per week [less than ninety-one (91) hours per month], shall receive four percent (4%) of their regular basic earnings on each pay cheque in lieu of the insured benefits provided under Article 10. 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 [ninety-one (91) hours or more per month], shall receive the insured benefits under Article 10.

(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) In each calendar year (Jan - Dec), 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 and Arbitration Procedures under this Agreement may be applied.

7.2 Regular Hours and 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:

(1) A shift length of seven (7), seven and one-half (7.5), eight (8), eight and one-half (8.5), nine (9), nine and one-half (9.5), ten (10) and twelve (12) hours worked inclusive of the paid meal break.

(2) A shift of four (4) hours duration may be utilized for additional work that is provided pursuant to Article 7.12.

(3) 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, 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 and Arbitration Procedures under this Agreement may be applied.

(c) Where an existing permanent position's days/hours are altered under subsection (3) 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 (1) or two (2) 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 the Employer 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 (1) regularly scheduled straight-time shift and commencing their 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 *Workers' Compensation Board*.

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 thirty (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 cooperate 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 Shift Differential and Weekend Premium

Employees regularly employed in the classifications listed in Schedule A shall be eligible for the following:

(a) *Shift Differential:* fifty cents (\$0.50) per hour for all straight time hours actually worked in the 6:00 PM to 12:00 AM period. This shift differential shall be increased to one dollar (\$1.00) for the 12:01 AM to 6:00 AM period. This differential shall not be paid when the employee is in receipt of overtime rates.

(b) *Weekend Premium:* fifty cents (\$0.50) per hour for all straight time hours actually worked in the 12:01 AM Saturday to 11:59 PM 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 twelve percent (12%) of their regular basic earnings (effective the first pay period after February 1, 2018, thirteen percent (13%), 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, they 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. For clarity, employees who do not submit their availability in accordance with this Article by the submission date established by the Employer will not appear on the call list for the month, or two (2) months, as applicable. The Employer will make every effort to have the

schedules issued thirty (30) days in advance of the beginning of the month being scheduled, or notify the Union if it is not so able.

(d) Except for those who have been granted leave of absence by the Employer, auxiliary employees, hired after December 6, 2011, must:

(1) Provide availability which includes four (4) single night shifts comprised of any combination of Friday or Saturday night shifts, and an additional ten (10) shifts per month of which at least five (5) must be for night shifts. Those that do not do so shall be placed at the bottom of the call list for purposes of assigning auxiliary work during that scheduling period.

(2) Actually work a minimum of four (4) shifts per month, provided this work is offered by the Employer. Those that do not do so shall be placed on the bottom of the call list for purposes of assigning auxiliary work during the next scheduling period.

(3) Actually work at least fourteen (14) 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 two (2) shifts in any six (6) month period, provided work is offered by the Employer. Except for employees on an 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.

(f) An auxiliary employee who has not met the requirement of (e) above will be notified of this requirement by e-mail with sufficient notice to remedy the situation. If the situation is not remedied, a subsequent e-mail will be sent to the affected employee advising of the deemed termination. The Union will be copied on both e-mails to the employee.

(g) An auxiliary employee is accountable for working all shifts once accepted.

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(d) 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 their 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 their supervisor or another manager to inform the supervisor of the situation.

7.13 Posting of Schedules

Schedules will be posted or provided to employees no later than seven (7) days before the commencement of the work period.

ARTICLE 8 - STATUTORY HOLIDAYS

8.1 List of Statutory Holidays

(a) 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	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1 Floating Day
BC Day	

(b) 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.

(c) Permanent employees who wish to observe religious or other ethno-cultural days other than those referenced above, will work Boxing Day, Easter Monday or Christmas Day, if their worksite is open, in exchange for up to three (3) paid days off, in the same calendar year, for the purpose of such observances.

Employees will provide the alternative date(s) they are requesting by December 31 of the previous year. The Employer will not be required to incur overtime costs to facilitate this provision.

(d) (1) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to two (2) days' leave without pay per calendar year. Such leave will not be unreasonably withheld. Employees may use banked overtime, or vacation.

(2) Employees will provide the Employer with the dates of the two (2) days for which leave will be requested. Employees will provide the alternative date(s) they are requesting by December 31 of the previous year.

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 prorated day's pay for each statutory holiday. An employee's prorated 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 times (1.5x) 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

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

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

(a) Effective the first pay period after April 1, 2018, the above vacation entitlement provision in the Local 1004 Collective Agreement will be deleted and replaced by the following for all employees:

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

Years of Continuous Service	Workdays of Vacation	Percent of Straight Time Pay
1 to 4	15	6%
5	19	7.6%
6 to 9	20	8%
10	24	9.6%
11 to 14	25	10%
15	29	11.6%
16 to 19	30	12%
20	34	13.6%
21 or more	35	14%

9.2 First Year Vacation Entitlements

In the first 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 31st.

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

Employees will submit their vacation requests to the Employer on or before:

- (a) November 1st for the period January 1st through April 30th, and
- (b) March 1st for the period May 1st through December 31st.

The Employer will approve the vacation schedules within four (4) weeks of the closing dates for vacation requests. Vacation requests that fall outside the timelines above will not be unreasonably denied.

Only one (1) vacation period will be chosen by seniority until all employees in the worksite 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 select the second and subsequent period in order of seniority.

The approved Vacation Schedule will be posted electronically by December 1st and April 1st respectively.

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.

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.

ARTICLE 10 - EMPLOYEE BENEFITS

Effective the first pay period after April 1st, 2018, the following changes will be implemented under Article 10.1 to 10.5 – 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 seventy-three percent (73%) and the employees shall pay twenty-seven percent (27%) of the premiums. Where an employee after becoming eligible for such benefits is laid off, and they are subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of seventy-three percent (73%) of the premium for such coverage immediately upon re-employment, but if they are not re-employed within the period of twelve (12) months of the aforesaid, they shall again be required to complete six (6) months continuous service before being eligible for the coverage provided in this Article 10.2(a). The provisions of this Article 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 two hundred and fifty dollars (\$250) per person payable in a twenty-four (24) month period subject always to the provisions of the Plan.

The Employer shall pay seventy-three percent (73%) and the employee shall pay twenty-seven percent (27%) 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.

- (a) *Basic Dental Services (Plan A)* - paying for eighty percent (80%) of the approved schedule of fees.

- (b) *Prosthetics, Crowns and Bridges (Plan B)* - paying for fifty percent (50%) of the approved schedule of fees.
- (c) *Orthodontics (Plan C)* - paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be fifteen hundred dollars (\$1,500) per person, as defined by the Plan.
- (d) The Employer shall pay seventy-three percent (73%) and the employees shall pay twenty-seven percent (27%) of the premiums.

10.4 Group Life Insurance

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

- (a) Coverage shall be one and one-half times (1½x) basic annual salary, which shall be computed to the next highest one thousand dollars (\$1,000).
- (b) Coverage shall be provided until age sixty-five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty-five (65).
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age sixty-five (65).
- (d) The cost of the one thousand dollars (\$1,000) coverage for retired employees shall be incorporated into the premiums paid by the Employer.
- (e) The Employer shall pay seventy-three percent (73%) and the active employees shall pay twenty-seven percent (27%) of the premiums.

10.5 Long-Term Disability

The Employer will provide a long-term disability plan. The Employer will pay one hundred percent (100%) of the cost of the Plan.

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 [ninety-one (91) hours or more per month], shall be credited with a maximum of one hundred and five (105) working hours of sick leave per year.
- (c) Post-probationary permanent employees, whose posted position is twenty-one (21) hours or more per week (91 hours or more per month) may, once in a given year, borrow up to thirty-six (36) hours of sick leave credits against their unaccrued amount. The Employer will give reasonable consideration to further borrowing in exceptional circumstances. Should an employee owe the Employer any sick leave credits at the time of termination of employment, the Employer has the right to recover the amount of credits, including by deducting the amounts from the employee's final pay.

- (d) Sick Leave may be used for Mental Health Leave, with documentation when required by the Employer.
- (e) Sick Leave not taken in any year shall accumulate at seventy-five percent (75%) and be carried forward to subsequent years for use under this Article.
- (f) Thirty-six (36) 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, including a leave of absence for Long-Term Disability, provided the period of absence is required for health reasons.

11.3 Family 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 Family Care Leave on quarterly basis in each calendar year (January - December) – every three (3) 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 to care for a sick child (including stepchild, foster child, ward), spouse (including common law spouse and same sex partner), siblings, parents, and when no one else other than the employee can provide for the care of the sick immediate family member.
- (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 four (4) days Family Care Leave per calendar year (January - December) to care for a sick child (including stepchild, foster child, ward), spouse (including common law spouse and same sex partner), siblings, parents, and when no one else other than the employee can provide for the care of the sick immediate family member.
- (c) Family care leave not taken during the year (January - December) 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 their Supervisor because of the short lead time between the time the employee first becomes aware of the illness/injury and the start of their scheduled shift or because their Supervisor is unavailable, the employee may leave a phone message for their 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 they will not be able to work.
- (c) The Employer is responsible for filling the vacancy created by sick leave absences under section (a) & (b) above.
- (d) The Employer may request proof of illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition when initially requesting proof of illness. The Employer shall pay the cost of any such documentation.

ARTICLE 12 - SENIORITY AND LAYOFFS AND JOB SECURITY

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) Seniority of employees in each respective bargaining unit shall be used in determining transfers, promotions, demotions, offering additional work, pre-scheduled overtime, call-outs, layoffs, and permanent reductions in the workforce and recall of permanent employees, subject to the other provisions of this Agreement.
- (b) The parties agree that CUPE 1004 members have first right to CUPE 1004 positions, and CUPE 1936 members have first right to CUPE 1936 positions, subject to Article 14.
- (c) 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.
- (d) For CUPE 1936 employees, seniority will be calculated based on total years of service in any position now designated in the CUPE 1936 bargaining unit. In the case where two (2) employees have an equal amount of service in such CUPE 1936 positions, total length of service with the PHS will serve as a tiebreaker.
- (e) In the event a CUPE 1936 employee returns or transfers to the CUPE 1004 bargaining unit after serving in a permanent CUPE 1936 position, they will be placed immediately above the probationary employees on the seniority list. There will be no requirement to serve a probationary period and the employee will not be subject to Article 7.10(d).
- (f) CUPE 1004 employees working temporarily in CUPE 1936 positions continue to accrue CUPE 1004 seniority for a maximum of twelve (12) months in any twenty-four (24) month period, and accrue CUPE 1936 seniority for time worked.
- (g) CUPE 1004 or CUPE 1936 employees working temporarily in an excluded position continue to accrue seniority in their respective bargaining unit's seniority list for a maximum of twelve (12) months in any twenty-four (24) month period.

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 Job-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 section (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:

(1) 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

(2) 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:

- (a) Discharge for just cause, and is not reinstated;
- (b) The employee resigns in writing and does not withdraw within two (2) days;
- (c) Retirement;
- (d) Continuous absence for three (3) days without permission unless the employee was absent for reasons beyond their control;
- (e) 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 (3) 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 they 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, they in turn will be allowed to bump in the above stated manner 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 Article 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 and MPP. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

13.5 Maternity Leave

- (a) A pregnant 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.
- (b) 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 the employee's attending physician agrees that the health of the employee will not be adversely affected.
- (c) In normal circumstances, no employee shall be permitted to work during the six (6) weeks following the date of birth.
- (d) 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 including seniority, normally received and accrued by employees at work shall also continue for employees on maternity leave.

- (e) (1) An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.
- (2) An employee shall be entitled to extend maternity leave by up to an additional twelve (12) consecutive weeks' leave without pay where the child is certified as experiencing a physical, psychological, or emotional condition.
- (f) Upon return from maternity leave, an employee shall be placed in their former position. If the former position no longer exists, they will be placed in an equivalent position.

13.6 Parental Leave

- (a) Birth Parents who apply for leave of absence without pay for the purposes of attending to the birth of a child shall be granted leave for up to thirty-seven (37) consecutive weeks.
- (b) During the parental 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, including seniority, normally received and accrued by employees at work shall also continue for employees on parental leave.
- (c) An employee shall be entitled to extend parental leave by up to an additional twelve (12) consecutive weeks' leave without pay where the child is certified as experiencing a physical, psychological, or emotional condition.
- (d) Upon return from parental leave, an employee shall be placed in their former position. If the former position no longer exists, they will be placed in an equivalent position.

13.7 Adoption Leave

- (a) An employee who makes application for leave of absence without pay for the purposes of attending to their adoption or fostering of a child shall be granted leave for up to thirty-seven (37) consecutive weeks.
- (b) During the adoption or foster 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, including seniority, normally received and accrued by employees at work shall also continue for employees on adoption or foster leave.
- (c) An employee shall be entitled to extend the adoption or foster leave by up to an additional twelve (12) consecutive weeks' leave without pay where the child is certified as experiencing a physical, psychological, or emotional condition.
- (d) Upon return from adoption or foster leave, an employee shall be placed in their former position. If the former position no longer exists, they will be placed in an equivalent position.

13.8 Family Leave

Five (5) days' leave of absence with pay shall be granted permanent to 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 (January - December) – every three (3) 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 (January - December).

(c) Medical Care Leave not taken during the year (January - December) 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:

(a) 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, foster child, ward, grandparent or indigenous elder;

(b) In the case of death of any other relative if living in the employee's household;

(c) 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 unreasonably denied, but will be without pay.

13.11 Public Office Leave

An employee wishing to seek public office, or to be elected to any federally recognized Indigenous governing body, including but not limited to First Nations Band Councils, Indigenous Governments or Self-Governments, 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 by email or in writing. Notice of the position will be emailed or posted at all bargaining unit work sites and otherwise provided to each employee at their PHS email account. The Employer shall post vacancies for at least seven (7) calendar days on the 1st of each month (or the

first Monday following, if the 1st is a Saturday, Sunday or a Statutory Holiday). The Employer has the right to temporarily fill the vacancy for up to sixty (60) calendar days while continuing with the posting requirements. The Employer will give consideration to seniority in temporarily filling vacancies. 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
- PHS Community Services Society is an Equal Opportunity Employer.
- This position is in the CUPE 1004 bargaining unit.

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 their ability to perform the job or, if the employee determines that they are unable to perform the work, they shall be returned to their former position without loss of seniority. Any employee affected by this reversion shall also revert to their 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.

14.7 CUPE 1936 Backfill Appointment

CUPE 1936 temporary positions required to backfill encumbered CUPE 1936 positions shall be offered to the senior qualified CUPE 1004 member (typically a Day/Night Shift Coordinator) working at the affected project or site. If no suitable candidate exists, CUPE 1004 members with CUPE 1936 experience will be given priority for those opportunities. The Employer will consult CUPE 1004 and CUPE 1936 before extending such temporary appointment. In any event, the maximum time period for a CUPE 1936 backfill appointment is six (6) months.

The parties agree that Article 16.4 applies to CUPE 1004 and CUPE 1936 members working in CUPE 1936 positions.

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 Job Steward recognized by the Local Union.

15.2 Procedure

Either party may initiate a grievance. If a grievance is not settled at the first (1st) 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.

(a) *Step One*

The employee, accompanied by their Job Steward or Union Representative, may within five (5) working days of the circumstance(s) giving rise to the grievance, present a written grievance to the Senior 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 step.

(b) *Step Two*

If the grievance is unresolved at the first 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 1). 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 step.

(c) *Step 3*

If the two (2) parties are unable to agree at the Step 2 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 Step 2 will be submitted to a Single Arbitrator.

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

15.4 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.

15.5 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:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within thirty (30) days of 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 Schedule "A"

The classification and wage rates for the effective period of this Agreement shall be those attached in Schedule "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 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 percent (50%) 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 they are 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 shall contain the job title, name of the department, title of the immediate supervisor, classification and wage rates 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 their wages, overtime and other supplementary pay and deductions.

ARTICLE 18 - MILEAGE AND COMMUNICATIONS EQUIPMENT

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 their own vehicle while at work, mileage will be paid at the rate set by the Canada Revenue Agency for Automobile Allowance.

18.3 Employer Provided Smartphones

Where the Employer requires an employee to have a smartphone 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.

18.4 Reimbursement of Smartphone Charges

Employees using their own smartphones for work related purposes will be reimbursed on a monthly basis for specific charges incurred, upon presentation of receipts.

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 their 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 fourteen (14) months from the date filed.

19.4 Access to Records

- (a) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Employer.
- (b) Examination of the contents of an employee's personnel file shall be in the presence of a person authorized by the Employer.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Should an employee dispute any entry or document in their personnel file, they shall be entitled to recourse as per the Grievance Procedure, in accordance with Article 15.

ARTICLE 20 - JOB SHARING

- (a) 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.
- (b) Job Sharing applications shall be granted at the Employer's discretion. Requests shall not be unreasonably denied, provided the conditions are met and provided the Union also concurs to the application.
- (c) 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.
- (d) 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. Requests 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 their job under this Subsection more than once every twenty-four (24) months.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY (OHS) COMMITTEE

(a) The Employer and the Union agree to cooperate in the promotion of safe working conditions and practices and in the prevention of accidents, workplace injuries and industrial diseases. The parties agree that they shall be in full compliance with all applicable statutes and regulations pertaining to the working environment.

(b) The Joint Central Occupational Health and Safety Committee and subcommittees formed by the parties will pursue the objectives identified in Article 21(a). The composition and function of these committees will be governed by the applicable sections of the *Workers' Compensation Act and Regulations* and the Occupational Health and Safety Program as mutually agreed by the parties.

(c) The applicable Occupational Health and Safety Committee(s) will be notified of each accident, injury, or workplace event that could cause an accident or injury, and will investigate same and report to the Union and Employer on the nature and cause.

(d) Where the Joint Central Occupational Health and Safety Committee meets to address an issue specific to a particular building/project that has not been resolved at the subcommittee level, an employee from that building/project and/or the applicable CUPE Local 1936 Manager may be present.

(e) All minutes of the Committees will be recorded in a mutually agreed format and copies will be forwarded to the Union and Employer members of the applicable Committee(s). The minutes of the subcommittees will be reviewed by the Joint Central Occupational Health and Safety Committee.

(f) The Employer will provide a secure location for the Health and Safety Committee to store materials and files.

(g) The Employer and the Union agree that policies and guidelines, and amendments to them, relating to safety and health will be recommended by the applicable Committee(s).

(h) An employee may exercise their right to refuse to do unsafe work pursuant to the applicable provisions of the Occupational Health and Safety Regulations.

(i) Each Union Occupational Health and Safety committee member is entitled to an annual education leave as set out in the Occupational Health and Safety Regulations, without loss of pay or benefits for the purposes of attending OHS training courses conducted by or with the approval of WorkSafe BC.

ARTICLE 22 - MUNICIPAL PENSION PLAN (MPP)

Effective April 1, 2018, the Employer will implement the Municipal Pension Plan as follows:

(a) The Employer will provide the Municipal Pension Plan (MPP) to all eligible employees.

(b) Employees of record on April 1, 2018, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on April 1, 2018, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All eligible permanent status employees hired after April 1, 2018, will be enrolled in the MPP upon completion of their probationary period and will continue in the plan as a condition of employment.

Auxiliary employees hired after April 1, 2018, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(d) The Employer will ensure that all new employees are informed of the options available to them under the MPP rules.

(e) Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.

(f) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

- Web: <http://www.pensionsbc.ca>
- Email: mpp@pensionsbc.ca
- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

Agreed in the City of Vancouver, B.C. this 4 day of January, 2019.

FOR THE PHS

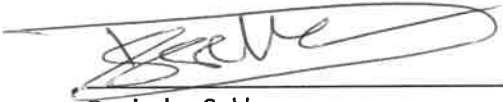
FOR CUPE LOCAL 1004



Andy Bond



Andrew Ledger



Devinder Sekhon



Ryan Quast



Andy Healey

SCHEDULE "A"
CLASSIFICATIONS AND WAGE GRIDS

Classification	Current
Database Manager	\$ 46.13
Information Technology Support Specialist	35.88
Dental Hygienist	43.00
Dental Administrator	28.00
Certified Dental Assistant	26.00
Maintenance Worker 2	32.80
Maintenance Worker 1	30.75
Social Worker_(MSW)	35.59
Case Manager (BSW)	32.44
LPN1	31.65
Clinic Nurse Lead (LPN)	<u>34.65</u>
Pest Control Coordinator	30.75
Pest Control Worker	23.58
Cook Coordinator	27.37
Cook	23.78
Senior Medical Office Assistant	26.00
Medical Office Assistant	24.00
Registered Care Aide	24.68
Home Support Worker	24.05
Day/Night Shift Coordinator	23.02
Outreach Worker	23.02
Mental Health Worker	21.07
Senior Financial Services Representative – Pigeon Park Savings	23.02
Financial Services Representative – Pigeon Park Savings	21.07
Project Coordinator* * The parties to review this job as per Article 16.2.	25.96

LETTER OF UNDERSTANDING #1
SHIFT SCHEDULES

Re: Shift Schedules - The Application of Article 7.2

The following situations shall be "*grandparented*" 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 Irving and Maple 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 "grandparented" 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

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

LETTER OF UNDERSTANDING #3**DENTAL EMPLOYEE INCLUSION IN BARGAINING UNIT AND WAGE RATES**

Whereas the Union has maintained that a number of dental employees fall within the CUPE Local 1004 bargaining unit, the Employer and the Union agree to resolve these concerns, effective November 7, 2016, as follows:

1. The PHS dental employees working at the PHS Dental Clinic will now be included in the CUPE Local 1004 bargaining unit of PHS.
2. The employees' current respective wage rates and job titles will be included in the Collective Agreement as outlined below. The wage rates reflect current pay rates effective November 7, 2016. Union dues become payable November 7, 2016.
3. Wage adjustments from the renewal of the 2012-2015 Collective Agreement will be applied to PHS dental employees wage rates. Retroactive pay associated with Collective Bargaining will be specifically addressed in the course of negotiations, and will be based on the actual wage rates earned.
4. Each employee's seniority date will be November 15, 2015, or in the event an employee has an existing CUPE 1004 seniority date, the earlier of the existing CUPE 1004 seniority date or November 15, 2015.
5. Full Collective Agreement entitlements are effective December 1, 2016.
6. Accumulated service or hours will be recognized for the purpose of all benefit entitlements under the CUPE 1004/PHS Collective Agreement, including annual sick leave and vacation entitlements. The parties will reconcile or resolve any differences in these entitlements before December 1, 2016.
7. For the purposes of layoff, bumping and promotions within the PHS Dental Clinic only, service in the PHS Dental Clinic will be used to break a tie in seniority.
8. The Employer will provide Job Descriptions for Dental employees before December 1, 2016.
9. The parties agree to review any vacant dental position in accordance with Article 16.
10. Grievance number 2016-017 is withdrawn.
11. Any difference in the interpretation of this LOU will be dealt with through the grievance procedure.

All of which is agreed, this 4th day of November, 2016.

DENTAL EMPLOYEE WAGE RATES

Name	Title	Date of Hire	Current Wage Rate as at November 7, 2016
Gina Gillis	Administrator	August 16, 2001	\$ 28.00
Brent Wager	Dental Hygienist	June 1, 2002	43.00
Ebony Hall	Certified Dental Assistant	September 18, 2007	26.00
Christina Kar Po Lo	Certified Dental Assistant	June 18, 2015	26.00

LETTER OF UNDERSTANDING #4**SHIFT PREFERENCE**

This Letter is to confirm that PHS intends to continue to apply its “shift preference” practice in the calling in of additional hours as set out in the sample email to staff dated April 13, 2017.

Should PHS consider changing or eliminating the “shift preference” practice, it will consult with the Union prior to making such changes.

The sample April 13, 2017 email is attached.

Signed and dated by both parties on December 4, 2017

SAMPLE EMAIL:

*Subject: PHS Scheduling for JUNE - Reply by Tuesday, April 18, 2017
From: PHS Payroll <payroll@phs.ca> To: andyh@phs.ca
Thu, 13 Apr 2017 15:48:32 -0700*

****** FULLTIME LEAVE/SHIFT AVAILABILITY FOR JUNE *****
Please reply by Tuesday, April 18, 2017*

Just a reminder that this availability email does not reflect your final schedule for the month. It is simply a scheduling tool to collect your availability, time off requests, employment status changes, etc. for the coming month.

Hi (Name)-

Complete this form fully and clearly. It needs to be completed and submitted no later than Tuesday, April 18, 2017 to be valid. Please put any availability notes in the space provided below and don't forget to send an e-mail even if you are NOT planning to be available for any shifts. Once scheduling is complete we will send you your schedule via email.

PERMANENT STAFF VACATION REQUESTS

Are submitted directly to your project manager for approval. Once approved, managers will let staff know and THEN and ONLY then book flights etc

SHIFT AVAILABILITY

**** Please indicate your agreement to be scheduled for additional shifts by filling in and returning the form below. ****

Please make sure that you honour your shifts once you have taken them, as not doing so lets down other staff on shift and creates lots of work everywhere for everyone - unless of course you are faced with an emergency or are too ill to work. If you are too ill, or in the event of an emergency, remember that you must speak in person to the Project Manager where you are scheduled to work. Obviously to reduce stress to the staff on shift, you need to provide as much notice as you can. If you cannot get a hold of the Manager, please leave a voicemail on their phone, and make sure you speak in person to the staff at the project, so that they are aware you will not be coming in.

When scheduling yourself or picking up shifts don't forget that you must have a 10 hour rest between shifts and that it is up to you to decline hours offered beyond 40 hours. The only exception would be in the event of an absolute emergency and you would have to have the approval from the Manager of the project.

Training shifts are available at most projects, within budgetary constraints and reason. They need to be coordinated with the Project Manager. If in an emergency you are called to work at a project that you have not been orientated at, the staff on shift will remain for one hour to provide you with some familiarization. If the staff on shift cannot stay for the additional one hour, please contact the Project Manager immediately.

*Thanks again,
Payroll - payroll@phs.ca*

EM214 JUNE SHIFT AVAILABILTY FORM

***** Please submit by Tuesday, April 18, 2017*****

STEP 1 ==> PROJECTS

Identify which projects you most like to work at. All staff must be available to work at all sites, as long as they are trained and qualified to work at those sites - however, the projects you like to work at are noted and seriously considered when filling shifts. This does not mean that you may not be asked to cover a shift at a building that is not one of your preferred locations, but it does mean that we are thinking about creating schedules that most work for you.

- * PLEASE IDENTIFY THE PROJECTS WHERE YOU LIKE WORK BY WRITING A NUMBER BESIDE THEM IN ORDER OF PREFERENCE. NUMBER 1 WOULD BE THE PROJECT WHERE YOU MOST LIKE TO WORK. SELECT UP TO 9.*
- * IF YOU LEAVE A PROJECT UNMARKED OR BLANK, YOU MAY STILL BE SCHEDULED TO WORK AT THAT SITE.*

=PHS Project List

<i>Alexander Street</i>	<i>PHS Mobile Needle Van*</i>
<i>Beacon Hotel</i>	<i>Portland Hotel</i>
<i>Cordova Street Shelter</i>	<i>Rainier Hotel+*</i>
<i>CTCT*</i>	<i>Regal Hotel</i>
<i>Douglas St (Victoria)*</i>	<i>Roosevelt Hotel</i>
<i>ELS Congregate Care Housing Team</i>	<i>Smith Yuen/Jackson Street</i>
<i>Hugh Bird Residence</i>	<i>Stanley Hotel</i>
<i>Insite*</i>	<i>Station Street</i>
<i>Johnson St (Victoria)*</i>	<i>Sunrise Hotel</i>
<i>New Fountain Shelter</i>	<i>Tellier Tower</i>
<i>Onsite Housing*</i>	<i>Washington Hotel</i>
<i>Onsite Pretox/Detox*</i>	<i>Woodwards</i>
<i>Pennsylvania Hotel</i>	
<i>Pennsylvania Suites</i>	
<i>(+ Women Employees Only)</i>	
<i>(* Requires Additional Training</i>	

STEP 2 ==> AVAILABILITY

Indicate the dates and times you are UNAVAILABLE for work. Please look at your calendar, and think about this prior to filling it in. You will be scheduled according to your stated availability. Try and remember whether or not you have family coming into town, or a birthday, etc. ahead of time.

*** PLACE AN X BESIDE ANY DAYS OR NIGHTS THAT YOU ARE UNAVAILABLE. ALL OTHER DATES AND TIMES WILL BE CONSIDERED FOR SCHEDULING.**

=Dates to be Scheduled
(36 hours per week already scheduled)

Thu Jun 01 Day- Night-
 Fri Jun 02 Day- Night-
 Sat Jun 03 Day- Night-
 Sun Jun 04 Day- Night-
 Mon Jun 05 Scheduled 8am-8pm at CTCT
 Tue Jun 06 Scheduled 8am-8pm at CTCT
 Wed Jun 07 Scheduled 8am-8pm at CTCT
 Thu Jun 08 Day- Night-
 Fri Jun 09 Day- Night-
 Sat Jun 10 Day- Night-
 Sun Jun 11 Day- Night-
 Mon Jun 12 Scheduled 8am-8pm at CTCT
 Tue Jun 13 Scheduled 8am-8pm at CTCT
 Wed Jun 14 Scheduled 8am-8pm at CTCT
 Thu Jun 15 Day- Night-
 Wed Jun 14 Scheduled 8am-8pm at CTCT
 Thu Jun 15 Day- Night-

Fri Jun 16 Day- Night-
 Sat Jun 17 Day- Night-
 Sun Jun 18 Day- Night-
 Mon Jun 19 Scheduled 8am-8pm at CTCT
 Tue Jun 20 Scheduled 8am-8pm at CTCT
 Wed Jun 21 Scheduled 8am-8pm at CTCT
 Thu Jun 22 Day- Night-
 Fri Jun 23 Day- Night-
 Sat Jun 24 Day- Night-
 Sun Jun 25 Day- Night-
 Mon Jun 26 Scheduled 8am-8pm at CTCT
 Tue Jun 27 Scheduled 8am-8pm at CTCT
 Wed Jun 28 Scheduled 8am-8pm at CTCT
 Thu Jun 29 Day- Night-
 Fri Jun 30 Day- Night-

STEP 3==>NOTES:

=Notes that you would like to pass on to us can be entered in the space below. Please try to keep the information clear so it does not cause confusion.

LETTER OF UNDERSTANDING #5**ONE-TIME PAYMENT AND EMPLOYEE WELLNESS FUND****PART 1 – ONE-TIME PAYMENT**

The following one-time payment will be paid to employees employed on December 1, 2017:

- \$2,200 for each employee who has been paid for an average of 20 or more hours per week between April 1, 2015 and October 31, 2017;
- \$1,200 for each employee who has been paid for an average of up to 19 hours per week between April 1, 2015 and October 31, 2017; and
- \$300 for each employee who has been on staff since September 1, 2017, and such employees are not entitled to either of the amounts noted above.

Such payment will be made on a separate cheque or direct deposit payment.

The Employer will provide the Unions with a breakdown of payments made.

PART 2 - 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.

LETTER OF UNDERSTANDING #6
BC GOVERNMENT ECONOMIC STABILITY DIVIDEND (ESD)

The parties will meet to determine the use of any 2019 ESD should it be granted under the Provincial Public Sector Economic Mandate for February, 2019. The priorities for this adjustment, if available, are:

- (a) an adjustment to the benefits premium co-payment split, and
- (b) an improvement to the auxiliary in lieu percentage.

The parties agree that any remaining amount available from the ESD granted will be used to supplement the Employee Wellness Fund.

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

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.

Signed and dated by both parties December 4, 2017.

MEMORANDUM OF AGREEMENT #1**INCUMBENT ONLY****Re: Mr. Christoph Runne (“incumbent”)**

1. The parties agree that the incumbent employee is currently responsible to carry out the duties associated with the Maintenance 2 job classification.
2. Notwithstanding point #1, the incumbent’s current wage rate of \$35.88/hour will be maintained for as long as the incumbent continues to be employed in the above noted job classification, until such time as the Maintenance 2 wage rate exceeds \$35.88/hour.

This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the parties, and will not be referred to by either party in any other proceedings unrelated to the administration of this MOA.

Re: Ms. Rebekka Regan (“incumbent”)

1. The parties agree that the incumbent employee is currently responsible to carry out the duties associated with the Case Manager (Bachelor’s Degree) job classification.
2. Notwithstanding point #1, the incumbent’s current wage rate of \$35.59/hour will be maintained for as long as the incumbent continues to be employed in the above noted job classification, until such time as the Case Manager (Bachelor’s Degree) wage rate exceeds \$35.59/hour.

This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the parties, and will not be referred to by either party in any other proceedings unrelated to the administration of this MOA.

MEMORANDUM OF AGREEMENT #2

RE: STANLEY HOTEL LABOUR ADJUSTMENT PLAN

The parties acknowledge that a Letter of Understanding was reached between the on April 5, 2017 regarding the Stanley Hotel Labour Adjustment Plan and Replacement Project Opportunities, the details of which are available for reference.

Signed and dated by both parties on April 10, 2017.

MEMORANDUM OF UNDERSTANDING # 1
PROVINCIAL ACCREDITED EMPLOYERS' BARGAINING AGENT

PHS and CUPE Locals 1004 & 1936 discussed the impact of placement in a Provincial Collective Agreement or a successful application by the PHS to a provincial accredited employers' bargaining agent.

Such impacts include the question of current employee wage rates benefits, working conditions, and policy initiative monies that may represent significant gains for PHS, the services it provides, and the training and well being of its employees and residents.

Arising from the above noted discussions, PHS and CUPE confirm the following:

1. PHS confirms that it intends to actively explore and assess the issue of membership in a provincial accredited employers' bargaining agent.
2. PHS will initiate the process in point #1 following the conclusion of the current collective bargaining with CUPE Locals 1004 and 1936.
3. In making its decision on membership in a provincial accredited employers' bargaining agent, PHS will apply the following guiding principles:
 - a. To ensure that PHS can continue to deliver its services in accordance with its mission.
 - b. To ensure that compensation levels are comparable to the compensation levels in organizations which provide similar services to those provided by PHS.
 - c. To ensure that compensation levels are consistent with the ability to recruit and retain qualified employees.
4. PHS acknowledges that membership in a provincial accredited employers' bargaining agent will have an impact on the terms of employment of PHS employees as contained in the parties' collective agreements.
5. Prior to making any determination on whether to apply for membership in a provincial accredited employers' bargaining agent, PHS will arrange to meet with representatives of CUPE locals 1004 and 1936 to fully canvass the following items:
 - a. An examination of the applicable provincial employers' bargaining agents.
 - b. A review of the process required for application and membership in a provincial accredited employers' bargaining agent,
 - c. A detailed review of the potential impact of membership in one of the applicable bargaining agents on the parties' collective agreements, including:
 - i. Wage rates
 - ii. Benefits
 - iii. Working conditions
 - iv. Government policy initiatives and monies to support PHS work, PHS employees and residents.
 - d. Any party to this MOU may request the services of Mark Brown as a fact finder to assist them to identify and assess the potential impact of membership in one of the applicable bargaining agents on the parties' collective agreements as outlined in Section 5. c.(i- iv.)

- e. At any time during this process, on the request of either CUPE Local 1004 or 1936, PHS will endeavor to arrange an information meeting with representatives of the applicable provincial bargaining associations and CUPE locals 1004 and 1936 for the purposes of discussing the impact of membership on the parties' collective agreements as outlined in Section 5. c.(i- iv.)
6. The CUPE Locals will, in good faith, review the impacts and advise the PHS of their issues or concerns with respect to the potential application no later than 15 days following the conclusion of the meeting outlined in point #5 above. During the 15 days, the locals may consult with their respective memberships to explain the anticipated impacts.
7. PHS agrees to give full consideration to any issues or concerns raised by CUPE Locals 1004 and 1936 arising out of point #6 above.
8. PHS will inform CUPE Locals 1004 and 1936 on a regular basis on any developments in this process which are relevant to the issues outlined in this letter.

Signed and dated by all parties December 1, 2017.

INFORMATION APPENDIX #1
LONG-TERM DISABILITY PLAN (LTD)

The following has been appended to the collective agreement for information purposes only.

The LTD plan will include the following:

1. The plan will cover eligible full-time employees who have completed six (6) months of continuous service and will provide such employees with salary continuation until the age of 65 in the event of a qualifying disability.
2. *Qualification Period* – LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months.
3. *Definition of Disability:*
 - (a) To qualify for long-term disability benefits for the first 12 months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.
 - (b) To continue to qualify for long-term disability benefits beyond the 12 months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. *Coverage Amount* – 70% of the first \$2,800 of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above \$2,800 or 66-2/3% of the pre-disability monthly earnings, whichever is more.
5. The plan will include an "early intervention" program.
6. Enrolment in the early intervention program will be mandatory.
7. The Employer will pay 100% of the premium.

Premiums

- 100% Employer-paid

Eligibility

- As per the other health and welfare benefits.
- Enrolment is a mandatory condition of employment.
- No restrictions re: pre-existing medical conditions.
- Upon return to work following recovery, an employee who was on claim for less than twelve (12) months will continue in their former job. An employee who was on claim for more than 12 months will return to an equivalent position exercising their seniority rights if necessary.
- Employees on long-term disability will be considered employees for the purpose of the pension plan.

Effective Date

- First day of the month following the month in which the employee successfully completes six (6) months of continuous service.

Early Intervention Program (EIP)

The parties will follow policies and procedures set by the Community Social Services Early Intervention Program (CSSEIP).

- The Employer refers an employee who has been ill or injured to the EIP provider.
- The EIP provider determines the eligibility of the employee to participate in the program.
- The EIP provider designs a return-to-work plan tailored to the employee's individual circumstances in consultation with the employee, Employer and Union (i.e., integrating the employee back into the workplace with graduated or modified duties, and/or job accommodation by the Employer within the provisions of the Collective Agreement.
- The EIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work.
- Participation in the early intervention program is mandatory.

Amount of Benefit

- 70% of the first \$2,800 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of \$2,800 or 66-2/3% of basic pre-disability monthly earnings, whichever is greater.
- The \$2,800 level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter.
- The \$2,800 level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter.

Qualification Period

- Benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months.
- Employees who will be eligible for benefits under the Long-Term Disability Plan will not have their employment terminated; following expiration of their sick leave credits, they will be placed on unpaid leave of absence until receipt of long-term disability benefits.
- Employees who still have unused sick leave credits after the qualification period when the long term disability benefit becomes payable will have the option of:
 - exhausting all sick leave credits before receiving the long-term disability benefit;
 - using sick leave credits to top off the long-term disability benefit; or
 - banking the unused sick leave credits for future use.

Definition of Total Disability

- To qualify for benefits for the first 12 months (excluding the six month qualification period), the employee must be unable, due to accident or sickness, to perform the duties of their "own occupation".
- To continue to qualify for benefits beyond the "own occupation" period of disability, the employee must be unable to perform the duties of any gainful occupation ("any occupation") for which the employee has the education, training or experience and which pays at least 70% of the current rate of pay for the employee's job at the date of their disability.

Successive Disabilities

- If the employee returns to work during the qualification period but stops working within 31 calendar days because of the same disability, the qualification period is extended by the number of days worked.
- If the employee returns to work after LTD benefits are approved, but stops working within six months because of the same disability or within 31 days because of a new disability, the prior LTD claim is re-opened and the employee is not required to serve another qualification period.

Exclusions

- Any period of disability that is not supported by the regular and personal care of a physician.
- War, insurrection, rebellion, or service in the armed forces of any country.
- Voluntary participation in a riot or civil commotion, except while performing regular occupational duties.
- Intentionally self-inflicted injuries or illness.

Other Disability Income

- LTD benefits will not be reduced by income from private or individual disability plans.
- LTD benefits will be reduced by 100% of any other disability income including but not limited to:
 - any amounts payable under any Workers Compensation Act or law or any other legislation of similar purpose;
 - any amount from any group insurance, wage continuation, or pension plan of the Employer that provides disability income;
 - any amount of disability income provided by any compulsory Act or law;
 - any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or would be entitled had the application for such a benefit been approved;
 - any amount of disability income provided by a group or association disability plan to which the disabled employee might belong or subscribe.
- LTD benefits are reduced by the amount of other disability income to which the disabled employee is entitled upon first becoming eligible for the other income. Future increases in the other income, such as Consumer Price Indexing or similar indexing arrangements, will not further reduce the disabled employee's LTD benefits until the disabled employee's LTD benefit is

recalculated to reflect the weighted average wage rate in effect following review by the underwriter every four years.

Continuation of Coverage

- The Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave.
- Coverage can continue while an employee is on an unpaid leave for up to 12 months (24 months if on an educational leave), if the employee pays 100% of the contributions.
- While an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and Accidental Death and Dismemberment (AD&D) coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee.
- While an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 100% of the contributions to the Employer monthly in advance. Employees will be permitted to enrol in some or all of the above plans. Such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee.
- Employees are not to be terminated for non-culpable absenteeism, while in receipt of long term disability benefits.

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment;
- retires;
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work;
- transfers to an ineligible status;
- is laid off;
- payment of premiums cease at age 64 years and six months.

Rehabilitation Plan

- While in receipt of benefits, employees are required to participate in a rehabilitation activity or program that is medically approved to prepare them to return to their job or other gainful work.
- Employees returning to work through an Approved Rehabilitation Plan are eligible to receive all monthly rehabilitation earnings plus a monthly LTD benefit as defined under "Amount of Benefit" in this section, provided the total of such income does not exceed 100% of the current rate of pay for the regular occupation at the date of disability.
- Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a period of six months for the purpose of job search.

Rehabilitation Review Committee

- Employees who do not agree with the recommended rehabilitation plan or feel they are medically unable to participate must demonstrate reasonable grounds for their lack of participation or appeal the dispute to the Rehabilitation Review Committee.
- The Rehabilitation Review Committee is composed of three qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees.
- Committee members are composed of one Employer nominee, one Union nominee and a neutral chair appointed by the nominees.
- If the employee does not accept the Committee's decision, LTD benefits are suspended until the employee is willing to participate.

Duration of Benefits

- Benefits stop on the date the employee recovers, reaches age 65, dies, elects early retirement, or refuses to participate in an Approved Rehabilitation Plan approved by a Rehabilitation Review Committee, whichever occurs first.
- If the employee's employment terminates while receiving LTD benefits, only the payment of the LTD benefit will continue; all other health and welfare coverage will end.

Claims Review Committee

- The Employer/provider will assume administrative responsibility for setting up the Claims Review Committee.
- An employee may request the Provider to coordinate a Claims Review Committee if their LTD claim is denied or terminated by the Provider.
- The Committee is comprised of three medical doctors: one designated by the employee; one by the Employer; and one (Chairperson) who has no relationship to the employee and agreed upon by the first two doctors.
- The Committee is responsible for reviewing the medical and vocational information with respect to the employee.
- The Committee may interview and/or examine the claimant and may establish medical procedures and tests to determine if the employee is disabled as defined in the Collective Agreement.
- The majority decision of the Committee is final and binding.
- The final report is signed by all members of the Committee and forwarded in writing to the Provider who is then responsible for forwarding a copy to the employee, Employer and the Union:
 - expenses of the Chairperson are shared equally between the employee (or Union) and the carrier; expenses of the two nominees are the responsibility of each appointing party; expenses for medical procedures requested by the Committee, and travel expenses of the employee are the responsibility of the employee (or Union).

INFORMATION APPENDIX #2

WORKPLACE HARASSMENT & BULLYING POLICY

Intent

PHS Community Services Society promotes compassion, dignity, respect, civility, and equity in all of the work we do. PHS Community Services Society is also committed to building and preserving a working environment for its employees based on our shared values and mutual respect. In pursuit of this goal, PHS Community Services Society will actively prioritize creating an environment free of harassment, bullying and discrimination against or by any PHS Community Services Society employee, and will not tolerate or condone harassment and discrimination in any form.

Discrimination, bullying or harassment is prohibited and PHS Community Services Society considers all complaints seriously. All investigations will be timely, thorough, objective and fair to all affected parties. Every person has the right to report an incident or suspected incident without fear of reprisal.

Scope

This policy applies to all individuals working for the organization including front line employees, temporary employees, contract service providers, contractors, all supervisory personnel, managers, officers or directors. The organization will actively work to create an environment free of harassment and discrimination of staff whether engaged in by residents, participants, employees, managers, officers, directors, or contract service providers of the organization. This policy has been jointly created pursuant to the Collective Agreement between PHS Community Services Society and CUPE 1004.

Roles, guidelines, investigation protocols, disciplinary measures and confidentiality measures set out in this policy that refer directly only to harassment include and apply to behaviours and actions that fall within the below definitions of bullying, personal harassment, sexual harassment and discriminatory harassment.

Definitions

Bullying is behaviour that includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

- Examples of conduct or comments that may be considered to constitute bullying include verbal aggression or insults, calling someone derogatory names, harmful hazing or initiation practices, vandalizing personal belongings, and spreading malicious rumours.

Personal Harassment - Personal harassment is repeated, intentional, offensive comments and/or actions that have either the intent or the affect of demeaning or belittling an individual and/or causing personal humiliation, by either employee or employer representatives. Personal harassment is conduct that meets the following criteria:

- a) May or may not be intended to cause harm to the recipients;
- b) Has a clear and demonstrably negative effect on the complainant; and
- c) Would reasonably be known or expected to be known to be offensive or humiliating (WorkSafeBC, 2007).

Harassment can manifest itself in many ways. Types of behaviour which constitute harassment include, but are not limited to:

- Physical or verbal teasing;
- Intimidation, offensive remarks, belittling and threatening behaviour;
- Practical jokes which cause awkwardness or embarrassment, endanger safety or negatively affect others;
- Retaliation or suggestion of retaliation against employees who file complaints under the scope of this policy;
- Repetitive invasions of personal privacy.

Discriminatory Harassment – Discriminatory harassment is conduct that:

- a) is based on or related to a prohibited ground of discrimination set out in the *Human Rights Code of British Columbia*, namely:
 - race;
 - colour;
 - ancestry;
 - place of origin;
 - political belief;
 - religion;
 - marital status;
 - family status;
 - physical or mental disability;
 - sex;
 - sexual orientation;
 - gender identity (*this does not appear in the Human Rights Code but we recognize this as a necessary addition*);
 - age;
 - conviction for a criminal or summary conviction offense that is unrelated to employment.
- b) is unwelcome or is of such a nature that it would be reasonable to assume that it is unwelcome; and
- c) detrimentally affects the work environment or leads to adverse job-related consequences for the complainant.

Examples of discriminatory harassment may include, but are not limited to:

- Displays of offensive, derogatory, or sexually explicit pictures, photographs, cartoons, drawings;
- Offensive remarks about sexual orientation or gender identity;
- Unwanted and unnecessary touching, patting, pinching, or other suggestive physical contact;
- Racist language, slurs, derogatory comments, stereotypes;
- Telling racist or ethnic jokes that are by their nature embarrassing or offensive;
- Threats or abuse based on colour, language, or ethnic background;
- Displaying or distributing racist cartoons, posters, graffiti, books, or pamphlets symbols, and other material (*WorkSafeBC 2007*).

Sexual Harassment - Sexual harassment is 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:

- Unnecessary touching or patting;
- Suggestive remarks or other verbal abuse ;
- Leering at a person;
- Compromising invitations;
- Demands for sexual favours;
- Physical assault;
- Verbal conduct of a sexual nature ;
- Physical conduct of a sexual nature;
- Submission to sexual favours or conduct as being implied as condition of an employment including but not limited to:
 - Implying that rejection of sexual advances will affect employment decisions regarding that individual;
 - Creating a sexually intimidating or offensive working environment; or
 - Creating a sexually degrading, humiliating, or hostile work environment. (Generally, a single sexual joke, offensive epithet, or request for a date does not constitute hostile environment sexual harassment; however, being subjected to such jokes, epithets, or requests repeatedly may constitute a hostile environment sexual harassment.)

Guidelines

Our workplace harassment and bullying policy is not meant to stop free speech or to interfere with everyday interactions.

However, what one person finds offensive, others may not. Generally, harassment is considered to have taken place if the person knows, or should know, that the behaviour is unwelcome.

In accordance with rights set out by British Columbia Human Rights Code every employee has a right to freedom from:

- Discrimination or harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal conviction, political belief.

PHS Community Services Society will not tolerate any form of harassment or discrimination against job candidates and employees on any grounds mentioned above, whether during the hiring process or during employment. This commitment applies to such areas as training, performance, assessment, promotions, transfers, layoffs, remuneration, and all other employment practices and working conditions.

This policy shall:

1. Outline workplace responsibilities.
2. Provide proper reporting and investigation procedures.
3. Detail disciplinary measures.
4. Provide information on making false accusations.
5. Provide confidentiality and special circumstance information.

Employee/Management Roles in Maintaining a Positive Work Environment

All PHS Community Services Society employees are personally accountable and responsible for enforcing this policy and must make every effort to prevent discrimination or harassing behaviour and to intervene immediately if they observe a problem or if a problem is reported to them.

As an employee of PHS Community Services Society, you have the following responsibilities to our workplace. We trust that all of our employees will help us eliminate harassment, discrimination and bullying from our workplace.

Co-worker's Role

If you are a co-worker who has witnessed harassment in the workplace:

- Inform the harassed person that you have witnessed what you believe to be harassment and that you find it unacceptable. Support is often welcome. If that person does not feel that they have been harassed, then normally the incident should be considered closed.
- Inform the harasser(s) that you have witnessed the act(s) and find it unacceptable.
- Encourage the harassed person to report the incident to their Manager.

Manager's and Management's Role

Legally, management is responsible for creating and maintaining a harassment-free workplace.

Managers must be sensitive to the climate in the workplace and address potential problems before those problems become serious. If a manager becomes aware of harassment in the workplace and chooses to ignore it, that Manager and the organization risk being named co-respondent in a complaint and may be found liable in legal proceedings brought about by the complainant and/ or local human rights' authorities.

When an employee has asked their manager to deal with a harassment incident, the manager should:

- Support the employee without prejudging the situation, with a focus on supporting the (alleged) victim.
- Work with the employee and document the offensive action(s) and have the employee file a complaint.
- Contact their superior and/or senior management and provide details of the incident on behalf of the employee.
- If any act of violence or assault has occurred, the Employer is responsible for filing the appropriate *WorkSafe BC* documents.

Harassment or Discrimination Reporting and Investigation Procedures

Informal Procedure

If you believe you have been harassed you may:

- Address the harasser personally or in writing, pointing out the unwelcome behaviour and requesting that it stop; or
- Discuss the situation with the harasser or pointing out the unwelcome behaviour.

Any employee who feels bullied, discriminated against or harassed can and should, in all confidence and without fear of reprisal, report the facts directly to their manager, union representative, or Human Resources Department, as appropriate. Should the incident involve your manager or representative, you may report to the Human Resources department or the next most logical manager available.

Formal Procedure

If you believe you have been bullied or harassed you may make a written complaint. The written complaint must be delivered to a manager, union representative or Human Resources. Should the incident involve your manager or representative, you may report to the Human Resources department or the next most logical manager available. Incidents should also be documented on an unusual incident form, and these documents will be kept confidential.

Your complaint should include:

- the approximate date and time of each incident you wish to report;
- the name of the person or persons involved in each incident;
- the name of any person or persons who witnessed each incident;
- a full description of what occurred in each incident.

Investigation

Allegations of discrimination and/or harassment will be investigated thoroughly by PHS Community Services Society Human Resources staff, and may include a joint investigation with union representatives as appropriate.

Harassment should not be ignored. Silence can, and often is, interpreted as acceptance.

The investigation will include:

- informing the harassers of the complaint
- interviewing the complainant, any person involved in the incident and any identified witnesses
- interviewing any other person who may have knowledge of the incidents related to the complaint or any other similar incidents
- reviewing relevant supporting documentation

A copy of the complaint, detailing the complainant's allegations, is then provided to the respondent(s). CUPE Local 1004 or 1936 will be informed in writing of any formal allegations of harassment regarding any of their members.

- The respondent is invited to reply in writing to the complainant's allegations and the reply will be made known to the complainant before the case proceeds further.
- PHS Community Services Society will do its best to protect from unnecessary disclosure the details of the incident being investigated and the identities of the complainant and that of the alleged respondent.
- During the investigation, the complainant and the respondent will be interviewed along with any possible witnesses. Statements from all parties involved will be taken and a decision will be made.
- If necessary, PHS Community Services Society may work in partnership with union representatives, employ outside assistance or request the use of legal counsel.

Disciplinary Measures

Employees will not be demoted, dismissed, disciplined or denied a promotion, advancement or employment opportunities because they rejected sexual advances of another employee or because they lodged a harassment complaint when they felt they were being harassed.

Where it is determined that harassment has occurred, a written report of the remedial action will be given to the employees concerned.

If the complainant decides not to lay a formal complaint, Senior Management may decide that a formal complaint is required (based on the investigation of the incident) and will file such document(s) with the person(s) against whom the complaint is laid [the respondent(s)].

If it is determined that harassment has occurred, appropriate progressive disciplinary measures will be taken.

False Accusations

This policy must never be used to bring fraudulent or malicious complaints against employees.

It is important to realize that unfounded/frivolous allegations of personal harassment may cause the accused person significant damage. A complaint that is found to be unsubstantiated or based on a misunderstanding may not be considered false or malicious. However, if it is determined that any employee has knowingly made false statements regarding an allegation of harassment or has provided false information regarding a complaint, progressive disciplinary action will be taken.

Special Circumstances

All records of harassment, and subsequent investigations, are considered confidential and will not be disclosed to anyone except to the extent required by law.

In cases where criminal proceedings are forthcoming, PHS Community Services Society will assist police agencies, lawyers, insurance companies, and courts to the fullest extent.

Confidentiality

PHS Community Services Society will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully. PHS Community Services Society will protect this privacy so long as doing so remains consistent with the enforcement of this policy and adherence to the law.

Neither the name of the person reporting the facts nor the circumstances surrounding them will be disclosed to anyone whatsoever, unless such disclosure is necessary for an investigation or progressive disciplinary action. Any progressive disciplinary action will be determined by the organization and will be proportional to the seriousness of the behaviour concerned. PHS Community Services Society will also provide appropriate assistance to any employee who is victim of discrimination or harassment.

Review and Additional Information

This policy will be reviewed on an annual basis and updated as needed.

Further information and resources on this and other policies and programs of PHS Community Services Society are available in the PHS Resource & Training Centre at 20 West Hastings Street.