

**MEMORANDUM OF AGREEMENT**

**between:**

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

**-and-**

**Health Services & Support – Community Subsector Association of Bargaining Agents (CBA) /  
Canadian Union of Public Employees, Local 1004**  
(“the Union”)  
(Collectively, “the parties”)

**in respect of the melding of the**

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

(the “PHS & CUPE 1004 Collective Agreement”)

**and the**

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

(the “CBA Collective Agreement”)

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**The parties agree as follows:**

- A. The terms of this Memorandum of Agreement (“the Memorandum”) represent the outcome of negotiations between the parties to introduce the affected employees to be covered fully under the terms and conditions of the CBA Collective Agreement.
- B. This Memorandum does not apply to CUPE Local 1936 employees, CUPE Local 1004 paramedical professionals, CUPE Local 1004 nurse (LPN) employees, or PHS Peer employees.
- C. The parties agree to work cooperatively to prepare a joint application to the Labour Relations Board to vary the Union’s certification into the CBA Bargaining Association.
- D. Effective October 1, 2020 (unless otherwise noted), the provisions of the CBA Collective Agreement and the following terms of this Memorandum apply to the Union’s PHS bargaining unit in accordance with MOA #7 Re: Certain Existing Collective Agreement Provisions on the applicable date going forward:

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

DEFINITIONS

1 - PREAMBLE

2 - UNION RECOGNITION AND RIGHTS

3 - UNION SECURITY

4 - CHECK-OFF AND UNION DUES

5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

6 - EMPLOYER'S RIGHTS

7 - EMPLOYER/UNION RELATIONS

8 - GRIEVANCES

9 – ARBITRATION

10 – DISMISSAL, SUSPENSION AND DISCIPLINE

11 - SENIORITY

12 – JOB POSTINGS

13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

14 - HOURS OF WORK AND SCHEDULING

15 – HOURS OF WORK AND SCHEDULING – COMMUNITY HEALTH WORKERS

16 – OVERTIME

17 - PAID HOLIDAYS

18 – VACATION ENTITLEMENT

19 - EDUCATION LEAVE

20 – SPECIAL AND OTHER LEAVE

21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

22 - OCCUPATIONAL HEALTH AND SAFETY

23 - MORE FAVOURABLE RATE OR CONDITIONS

24 - MUNICIPAL PENSION PLAN

26 - WORK CLOTHING AND EMPLOYER PROPERTY

27 - PAYMENT OF WAGES AND ALLOWANCES

28 – SICK LEAVE

29 – CASUAL EMPLOYEES

30 - GENERAL CONDITIONS

31 - TERM OF AGREEMENT

SCHEDULE A, B, C

APPENDIX 1

APPENDIX 2

INFORMATION APPENDIX 1,2,3

MEMORANDA OF AGREEMENTS 1-36

LETTERS OF AGREEMENT 1-2

LETTERS OF UNDERSTANDING 1-4

### **Seniority**

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

### **Hours of Work/Scheduling**

5. Effective October 1, 2020, CBA Collective Agreement Article 14 applies, subject to the following provisions.
6. CBA Collective Agreement Article 14.6 Meal Periods applies.
7. Paid daily shift hours of seven (7), seven and one half (7.5), eight (8), eight and one half (8.5), nine (9), nine and one quarter (9.25), and ten (10) hours' duration will be reduced by thirty (30) minutes to allow for an unpaid meal break. For clarity, an employee scheduled 0900 to 1700 previously received eight (8) hours pay inclusive of a paid meal period and will now receive seven and one half (7.5) hours pay. The employee's meal period is now unpaid.
8. Twelve (12) paid hour shifts are reduced by sixty (60) minutes to allow for unpaid meal breaks.
9. Incumbents with average hours of work greater than thirty-seven and one half (37.5) hours per week shall move to thirty-seven and one half (37.5) hours per week without loss of forty (40) hours per week regular pay ("regular pay wage protection").
  - a. Employees' wage rates will be adjusted to maintain forty (40) hours pay per week, while working thirty-seven and one half (37.5) hours per week.
  - b. The adjusted wage rate is a form of wage protection, applied as a percent increase to the applicable rate. The applicable rate is the incumbent's CBA Collective Agreement classification rate or their classification-based wage protection and applicable general wage increases per paragraph 20; and
  - c. Regular pay wage protection is lost only when classification rate of pay exceeds the wage protected rate, or when an employee leaves their current position.
10. Upon implementation, shift schedules remain unchanged, except incumbents working a 4x10 rotation will have their start and stop times adjusted accordingly, per paragraph 9 above.
11. Extended Hours Memoranda of Agreement to recognize extended work days or compressed work week schedules is attached as Appendix A.

12. The following table outlines shifts and schedules:

Shifts per Week	Current Scheduled and Paid Hours per Shift	Unpaid Meal Break	Current Weekly Paid Hours with Paid Meal Break	CBA Weekly Paid Hours with Unpaid Meal Break
5	8	0.5	40	37.5 *
4	10	0.5	40	37.5 *
4	9	0.5	36	34
4	8	0.5	32	30
3	9	0.5	27	25.5
4	9.25	0.5	37	35
5	6	0.5	30	27.5
2	9	0.5	18	17
3	8	0.5	24	22.5
2	12	1.0	24	22
5	7	0.5	35	32.5
3	7	0.5	21	19.5
4	8.5	0.5	34	32
3	8.5	0.5	25.5	24
3	12	1.0	36	33
3	2x12 + 8	1.0 / 0.5	32	29.5
3	2x12 + 9	1.0 / 0.5	33	30.5

*\*regular pay protected: forty (40) hours*

13. PHS & CUPE 1004 Collective Agreement LOU #1 (b) is maintained as part of this Memorandum, along with the shift pattern:

**LETTER OF UNDERSTANDING #1 - SHIFT SCHEDULES**

**Re: Shift Schedules - The Application of Article 7.2**

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

The following incumbents are maintained in their positions in respect of LOU #1 part (b):

Michael McLeod	Dayshift Coordinator at Regal Place Hotel
Isidore Stone	Dayshift Coordinator at Regal Place Hotel
Brett Craigie	Mental Health Worker at Regal Place Hotel
Anthony Griparic	Mental Health Worker at Regal Place Hotel

14. Where Frank Lopez remains employed in his current position of three (3) days per week, twelve (12) hour shifts with each shift including a sixty (60) minute unpaid meal break as Dayshift Coordinator, he will be paid for twelve point three three (12.33) hours each shift.

**Classification Benchmark Matching, Wage Rates & Wage Protection**

15. An incumbent employee is an employee on payroll on October 1, 2020.
16. Incumbent employees will receive retroactive pay of two percent (2%) on all hours paid between April 1, 2019 and June 24, 2019 inclusive, as currently coded, on PHS & CUPE 1004 Collective Agreement Schedule "A" wage rates.
17. Classification placement, wage rates, wage protection and CBA Collective Agreement general wage increases are effective October 1, 2020 and are, for incumbent employees, retroactive to June 25, 2019 for all hours paid. Retroactive wages on all hours paid will be paid as currently coded, or where mutually agreed correction or adjudication results in coding alterations. The parties will work cooperatively to process and pay retroactive wages in a timely manner, no later than January 1, 2021, with a separate paystub to be issued for retroactive payments.
18. Current PHS & CUPE 1004 Schedule 'A' positions are allocated to the Benchmarks indicated in Appendix B, which is attached to and forms part of this Memorandum.
19. The Classification Benchmark Matching, Wage Rates and Wage Protection for each classification is included as Appendix C, which is attached to and forms part of this Memorandum.
20. Incumbent employees:
  - a. Will be placed on the appropriate Step of the CBA Collective Agreement Wage Schedule at the applicable Grid as identified for their position's Benchmark. The appropriate increment step is determined by the incumbent's seniority date or where there is no seniority date, by seniority hours. Employees will progress to the next increment step and receive the applicable wage increases in accordance with the CBA Collective Agreement.
  - b. For regular incumbents, following this step placement, the employee's seniority date is established as the employee's increment anniversary date in accordance with CBA Collective Agreement Article 27.4 (b).
  - c. For casual incumbents, following this step placement, future increment steps are determined by all employee's hours of service in accordance with CBA Collective Agreement Article 29.6.
21. Where the incumbent's current PHS & CUPE 1004 wage rate exceeds the applicable wage rate of the CBA Collective Agreement pursuant to paragraph 20, the incumbent will be wage protected and receive the applicable general wage increases in accordance with the CBA Collective Agreement, until the applicable CBA Collective Agreement wage rate for their position exceeds their wage protected rate.
22. The Employer will create new job descriptions for the Integrated Medical Office Assistant/Mental Health Worker and Integrated Senior Medical Office Assistant/Mental Health Worker positions and provide these job descriptions to the Union.
23. The following regular incumbents will work under the Integrated Medical Office Assistant/Mental Health Worker and Integrated Senior Medical Office Assistant/Mental Health Worker job descriptions:

a. Integrated Medical Office Assistant/Mental Health Worker:

Frances Hanson-Monnie  
Kristen Halliday  
Krystyna Kozlowski  
Mohammed Sharar  
Madeline Holt  
Dee Sharp

b. Integrated Senior Medical Office Assistant/Mental Health Worker:

Norma Mackenzie  
Karmin Poirier  
Jenny Nadeau

24. The incumbent permanent employees listed in paragraph 23 above and the following auxiliary Medical Office Assistants (MOAs), will receive retroactive pay on the Integrated wage rate MOA at Grid 34 and Senior MOA at Grid 35 as applicable. The incumbent auxiliary employees are:

Andrew Phillips  
Jaime Hagel  
Jaimi Hollingsworth  
Jennifer Parry  
Jenny Nadeau  
Krystyna Kozlowski  
Lana Flood  
Letitia Goldwynn  
Mohammad Sharar  
Morgan Farrell  
Ser Craigen-Ecsy  
Stephen White  
Tina Beaulieu

25. The Employer will post an Integrated Medical Office Assistant/Mental Health Worker position before August 1, 2020 for a permanent thirty (30) hour per week Columbia Street Community Clinic line.
26. The Employer gives notice that following the August 1, 2020 integrated posting, future MOA and Senior MOA positions will not necessarily be integrated.
27. Auxiliary MOA incumbents will continue to work as MOAs or Integrated Medical Office Assistant/Mental Health Worker as the Employer requires.
28. Home Support Worker retroactive pay will be paid at Grid 34, and no retroactive claim will be made for layered over work.

**Benefits**

29. The incumbent regular employees shall receive all benefits per Article 25 as set out in the CBA Collective Agreement as of October 1, 2020.
30. Incumbents with a date of disability or injury that occurred prior to October 1, 2020 will continue to be covered by the terms of any plan that was in place at that date of disability or injury.

31. Consistent with CBA Collective Agreement Appendix 2 re: Long-Term Disability Insurance Plan, employees with a date of disability or injury that occurred prior to October 1, 2020 who were on claim for less than nineteen (19) months will continue in their former job; an employee who was on claim for more than 19 months will return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13.5 - Retention of Seniority of the CBA Collective Agreement.
32. The Employer will take steps to facilitate a timely transition to the Enhanced Disability Management Program (EDMP) and advise the Union and employees of these arrangements. EDMP will be effective on absences that occur after the EDMP effective date.

### **Paid Holidays**

33. Article 17 of the CBA Collective Agreement will be effective October 1, 2020.

### **Vacation Entitlement**

34. CUPE Local 1004's Andy Healey and PHS' Nikolas Longstaff will meet by October 1, 2020 to determine incumbents' vacation entitlement date and level. The correct vacation entitlement date and level will follow the PHS & CUPE 1004 Collective Agreement whereby vacation is determined on January 1<sup>st</sup> of the calendar year the date the employee became permanent.

For example, an employee who became permanent on September 21, 2010 will have their vacation entitlement recognized as of January 1, 2010.

35. Incumbents will be placed on the CBA Collective Agreement vacation entitlement at the same level as determined in paragraph 34 above.
36. The incumbent employees' current monetary vacation banks will be converted to the CBA Article 18 vacation bank, which has both a date bank and monetary bank, as follows:
  - a. Divide the employee's current monetary vacation bank by their current rate of pay to determine the number of hours;
  - b. Multiply the number of hours in point "a" by the rate of pay difference between their current rate and their new rate;
  - c. Add the amount determined in point "b" to the existing monetary value of the vacation bank;
  - d. The value of point "a" becomes the days bank and the value of point "c" becomes the monetary bank.
37. Following implementation of this Memorandum, regular employees will be entitled to vacation in accordance with CBA Collective Agreement Article 18.1.
38. The process outlined above will resolve Grievance #2019-77. The Union will withdraw the grievance.
39. The parties agree that effective January 1, 2021, CBA Collective Agreement Articles 18.3; 18.4 & 18.5 apply.
40. PHS & CUPE 1004 Collective Agreement Articles 9.3; 9.7; 9.8 apply until December 31, 2020, and at that time, employees may elect, on a one time-basis only, to carry over up to twenty (20)

vacation days for their use until December 31, 2021. This carryover amount, or portion thereof, may be paid out upon employee request. Any balance in this carryover not used or paid out will be paid out in January 2022.

### **9.3 Minimum Vacation**

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

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

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

### **9.8 Vacation Carryover**

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

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

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

## **Sick Leave**

41. Incumbents will transfer their PHS & CUPE 1004 Collective Agreement sick leave balance (positive or negative) to their CBA Collective Agreement sick leave bank, including Mental Health Leave credits.
42. Incumbents will begin accruing sick leave pursuant to the CBA Collective Agreement as of October 1, 2020.
43. Effective October 1, 2020 medical appointment leave will cease and be deleted.
44. In respect of CBA Collective Agreement Article 28.3, requirements for proof of sickness will not be unreasonable.

## **Special Leave**

45. Incumbents will begin accruing special leave pursuant to the CBA Collective Agreement as of October 1, 2020.
46. On October 1, 2020 regular employees will be credited with six (6) days of Special Leave (Article 20.3) (pro-rated for part-time employees). Family Leave, Family Care Leave and Medical Care Leave will cease and be deleted upon the effective date of Special Leave.

## **Casual Employees**

47. The effective date of Article 29.1(a), Casual employee pay in lieu, is October 1, 2020.



### **Surveillance**

48. The parties agree that PHS & CUPE 1004 Collective Agreement Article 5.8 Workplace Surveillance will be maintained and published as a PHS Employer policy:

#### **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.*

### **Employee Wellness Program**

49. The parties agree that PHS & CUPE 1004 Collective Agreement Letter of Understanding #2 continues and forms part of the Memorandum:

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

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

### **Employee Wellness Fund**

50. The parties agree that PHS & CUPE 1004 Collective Agreement Letter of Understanding #5, Part 2 only, Employee Wellness Fund continues and forms part of the Memorandum. Effective October 1, 2020, the fund will also provide contraceptive coverage, on a receipted basis, to a maximum of five hundred dollars (\$500.00) per occurrence, per regular employee, per year. Receipts must be submitted within two (2) months of purchase. Up to 10% of the fund will be apportioned for CUPE 1936 employees. No new grievance settlements, aside from settlements in respect of this fund itself, will be paid to the fund unless mutually agreed or Ordered by a third party.

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

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

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

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

*will an employee be reimbursed an amount that exceeds \$5000, and lesser limits may be agreed upon for specific purposes.*

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

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

### **Bugs Be Gone Services**

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

#### **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.*

### **Stanley Hotel Labour Adjustment Plan**

52. The parties agree that PHS & CUPE 1004 Collective Agreement Memorandum of Agreement #2, Stanley Hotel Labour Adjustment Plan continues:

#### **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.*

The Letter of Understanding Re: Stanley Hotel Labour Adjustment Plan & Replacement Project Opportunities is attached as Appendix D.

**Auxiliary Work requirements for employees hired before December 6, 2011.**

53. Until December 31, 2020, PHS & CUPE 1004 Collective Agreement Article 7.10(e) applies to auxiliary employees hired before December 6, 2011, who: *“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,”* despite any other CBA Collective Agreement requirement.

**Disputes**

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

**All of which is agreed, this 30<sup>th</sup> day of September, 2020, by:**

\_\_\_\_\_  
Hanna McMullen, HEABC

\_\_\_\_\_  
Andrew Ledger, CBA

\_\_\_\_\_  
Micheal Vonn, PHS

**Attachments:**

Appendix A: MOA - Extended Hours

Appendix B: Benchmarks

Appendix C: Classification Wage Rates & Protection

Appendix D: MOA - Stanley Hotel Labour Adjustment Plan