

MEMORANDUM OF AGREEMENT

The bargaining representatives of the Portland Hotel Society and the bargaining representatives of the Canadian Union of Public Employees, Local 1004 unanimously agree, without reservation, to recommend to their respective principals the following terms and conditions for a renewal collective agreement containing all of the terms and conditions of the agreement which expired March 31, 2009, save and except as amended below:

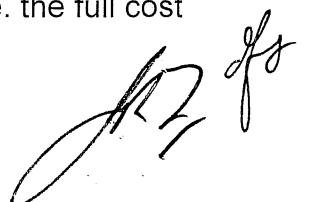
1. All matters previously agreed, signed-off and appended hereto, except as amended below.
2. The first paragraph of article 2.1 shall be amended to read as follows:

This Agreement shall be for the period from April 1, 2009 to and including March 31, 2015 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.

3. Previously signed-off article 7.1(a)(ii) shall be deleted and replaced by the following:
 - Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours/month), shall receive two (2) percent of their regular basic earnings on each pay cheque in lieu of the insured benefits provided under article 10. Effective June 1, 2012, this percentage shall be increased to three (3) percent. Effective June 1, 2013, this percentage shall be increased to four (4) percent. 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 (91 hours or more per month), shall continue to receive the insured benefits under article 10, as in the past.

4. Previously signed-off article 7.1(c) shall be deleted and replaced by the following:

Within ninety (90) calendar days of (insert date of Union ratification) and in each calendar year (Jan - Dec) thereafter 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 unreasonably, the grievance & arbitration procedures under this Agreement may be applied

5. Article 8.2 shall be amended to read as follows:

- (a) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours/month), shall receive a pro-rated day's pay for each statutory holiday. An employee's pro-rated 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 day 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.

6. Article 11.1 shall be amended to read as follows:

- (a) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours/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 (91 hours or more per month), shall be entitled to a maximum of one hundred and five (105) working hours of sick leave per year, as in the past.
- (c) Sick leave may be used for Mental Health Leave, with documentation when required by the Employer.
- (d) Sick Leave not taken in any year shall accumulate at seventy-five (75%) percent and be carried forward to subsequent years for use under this Clause.
- (e) The Employer may request sick leave documentation for sick leave in excess of twenty-one (21) working hours in a year. The Employer shall pay the cost of any such documentation.
- (f) Twenty-eight (28) hours of sick leave per year shall be Mental Health Leave.

Extensions to Mental Health Leave are at the Employer's discretion.

7. Article 11.3 shall be amended to read as follows:

- (a) Permanent employees with children, whose posted position is less than twenty-one (21) hours per week (less than 91 hours/month), shall earn Family Care Leave on quarterly basis in each calendar Year (Jan. – Dec.) - every three 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.
- (a) Permanent employees with children, 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 (Jan. – Dec.) to care for a sick child, as in the past.
- (b) Family care leave not taken during the year (Jan. – Dec.) shall not be accumulated.

8. Article 13.9 shall be amended to read as follows:

- (a) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours/month), shall earn Medical Care Leave on quarterly basis in each calendar Year (Jan. – Dec.) - every three 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 four (4) days Medical Care Leave for medical and dental appointments per calendar year (Jan. – Dec.), as in the past.
- (c) Medical Care Leave not taken during the year (Jan. – Dec.) shall not be accumulated.

9. The newly signed-off article 7.11(a) shall be completed by including the following percentages in lieu of all of the benefits and perquisites of the Agreement:

- Effective June 1, 2011: ten percent (10%)
- Effective June 1, 2012: eleven percent (11%)
- Effective June 1, 2013: twelve percent (12%)

10. The following Letter of Understanding shall be added to the Agreement:

Employee Wellness Program

The Employee Wellness Program shall be confidential. Should the Employer change the Employee Wellness Program during the term of the 2009 – 2015 Agreement, it shall discuss such changes with the Union prior to making such changes.

11. Schedule "A" shall be amended to incorporate the following changes:

a) General Wage Increases:

- Effective June 1, 2009 0%
- Effective June 1, 2010 0%
- Effective June 1, 2011 0%
- Effective June 1, 2012 0%
- Effective June 1, 2013 0%
- Effective June 1, 2014 2.5%

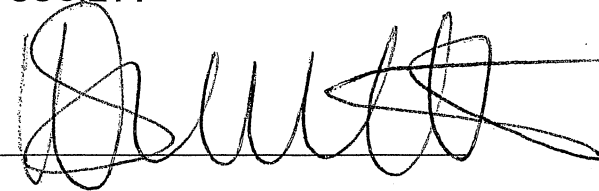
b) Pay Equity Adjustment - to address the wage rate disparity that exists between Portland Hotel wage rates and wage rates in comparable occupations with other unionized organizations funded by Vancouver Coastal Health Authority:

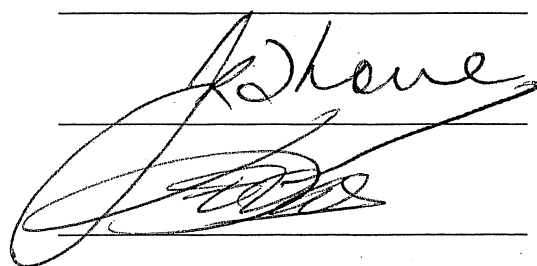
- Effective March 1, 2012 (or such earlier date as may be mutually agree by the parties), twelve percent (12%) applied to all wage rates.
- Effective March 1, 2012 (or such earlier date as may be mutually agree by the parties), an additional three percent (3%) applied to the Day/Night Shift Coordinator position

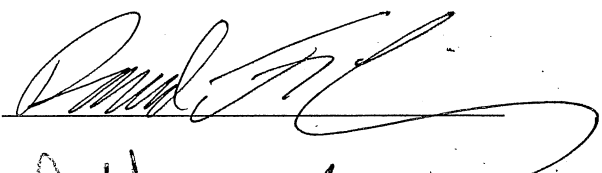
Agreed in the City of Vancouver, B.C. this 14th day of November, 2011.

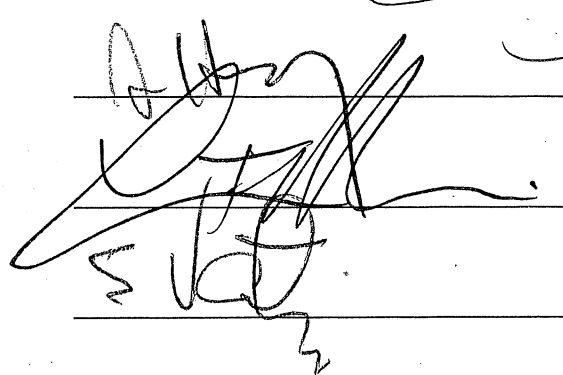
FOR THE PORTLAND HOTEL SOCIETY

FOR CUPE LOCAL 1004









ARTICLE 5 - Labour Management Relations

Amended Article

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.

New Article

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 7 - Hours of Work

Amended Article

7.1 - Employee Definitions

a)

- (i) 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.

NOTES ONLY - not to be placed in the Agreement:

1. *All employees having a posted position as at (insert date of union ratification) are deemed permanent employees per the above definition.*
2. *Throughout the Agreement the terms "full-time employee" and "regular full-time employees" shall be replaced with the term "permanent employee".*

- 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.

Amended Article

Article 7.6 shall be deleted from the Agreement after which the balance of article 7 shall be renumbered accordingly.

7.7 - Banked Overtime

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.

Amended Article

7.2 - Regular Hours & 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 meets operational requirements in accordance with one of the following shift patterns:
 - (i) A shift length of seven (7.0), seven and one-half (7.5), eight (8.0), eight and one-half (8.5), nine (9.0), nine and one-half (9.5), ten (10.0) and twelve (12), twelve hours worked inclusive of the paid meal break.
 - (ii) A shift of four (4) hours duration may be utilized for additional work that is provided pursuant to article 7.12.
 - (iii) 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 after (insert date of Union ratification), 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 arbitration procedures under this Agreement may be applied.
- c) Where an existing permanent position's days/hours are altered under subsection (ii) 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 or two 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 an Executive Director, or his/her designate 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 regularly scheduled straight-time shift and commencing his/her 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.

Amended Article

7.11 - 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 ___ percent (to be discussed during the monetary negotiations) of their regular basic earnings, 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, he/she 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 August where two months of availability are to be provided to the Employer.
- d) Except for those who have been granted leave of absence by the Employer, auxiliary employees, hired after (insert date of Union ratification), must:
 - (i) Be available to work night shifts and/or weekend shifts (including Friday & Saturday nights) two (2) weeks per month. Those that do not do so shall be placed on the bottom of the call list for purposes of assigning auxiliary work during that scheduling period.
 - (ii) Be available to work three (3) shifts per month. Those that do not do so shall be placed on the bottom of the call list for purposes of assigning auxiliary work during that scheduling period.

- (iii) Actually work at least eight (8) 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 one (1) shift in any six (6) month period, provided work is offered by the Employer. Notwithstanding any 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 rising out of their previous employment.

New Article

7.12 - 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 7.11(e) 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 (7.12) for a period of three (3) months.

New Article

7.13 - 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 his/her 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 his/her supervisor or another manager to inform the supervisor of the situation.

ARTICLE 9 - Annual Vacation

New Article

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.

ARTICLE 11 - Sick Leave Benefits and Conditions

New Article

11.4 - Notice of Absence

- a) Employees will actually make contact 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 his/her Supervisor because of the short lead time between the time the employee first becomes aware of the illness/injury and the start of his/her scheduled shift or because his/her Supervisor is unavailable, the employee may leave a phone message for his/her supervisor, but the employee must also actually make personal with contact the staff person on duty at the applicable building/project and notify that staff person that he/she will not be able to work.
- c) The Employer is responsible for filling the vacancy created by absences under section (a) & (b) above.

ARTICLE 12 - Seniority and Layoffs

Amended Article

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) In the case of permanent employees and subject to the other provisions of this Agreement, seniority shall be used in determining transfers, promotions, demotions, offering additional work, pre-scheduled overtime, call-outs, lay-offs, and permanent reductions in the workforce and recall of permanent employees
- b) 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 7.12.

Amended Article

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 subsection (b) above, based upon all the straight-time hours they actually work 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:
 - (i) 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
 - (ii) They must complete the trial period under article 14.4 after obtaining the permanent posting

ARTICLE 14 - Promotions and Job Postings

Amend Article

14.2 - Job Postings

When a permanent vacancy occurs or a new permanent position is created in the bargaining unit, the Employer shall notify the Union in writing (including by fax/email). Notice of the position will be posted at all bargaining unit work sites and otherwise provided to each employee, in writing (including by email at their PHS account). The Employer shall post vacancies at least fourteen (14) calendar days prior to the start date. The Employer has the right to temporarily fill the vacancy for twenty-one (21) calendar days in order to fulfill the postings requirements. 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
- The Portland Hotel Society is an Equal Opportunity Employer.

Amend Article

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 in the new position. If the employee fails to demonstrate his/her ability to perform the job or, if the employee determines that he or she is unable to perform the work, he/she shall be returned to his or her former position without loss of seniority. Any employee affected by this reversion shall also revert to his/her former position.

Amended Article

- 18.2 Where it is required for an employee to use his/her own vehicle while at work, mileage will be paid at the rate set by the Canada Revenue Agency for Automobile allowance.

ARTICLE 21 - Occupational Health and Safety and Labour Management Committee

Amend Article

- a) The parties shall form and maintain an occupational health and safety committee comprising _____ representatives appointed by each party. This committee shall meet, as required pursuant to the applicable sections of the Workers' Compensation Act and Regulations.
- b) Where the Occupational Health and Safety Committee meets to address an issue specific to a particular building/project, an employee from that building/project and/or the applicable Supervisor may be present.
- c) The Employer will provide a secure location for the Health and Safety Committee to store materials and files

New Letter of Understanding

The following Letter of Understanding shall be appended to the renewal agreement as LOU #1:

Re: Shift Schedules - The Application of Article 7.2

The following situations shall be "grand-parented" 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 locations.
- b) Those employees who, as at (insert date of Union ratification), 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 (insert date of Union ratification), shall be paid for twelve (12) hours.