

PHS COMMUNITY SERVICES

**2015-
2019**

COLLECTIVE AGREEMENT

BETWEEN

**PHS COMMUNITY SERVICES SOCIETY
“PORTLAND HOTEL SOCIETY”**

AND

THE BRITISH COLUMBIA NURSES’ UNION

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:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc;
- 3) To encourage efficiency in operations;
- 4) 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 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.

2.2 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:

- 1) The Union commences strike action; or
- 2) The Employer locks out its employees; or
- 3) 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

3.1.1 It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the PHS Community Services Society, who hold the classification of Registered Nurse, except persons occupying the positions listed below, employees included in the CUPE Local 1936 or the CUPE Local 1004 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

3.1.2 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 (1st) 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 Section 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 By-Laws. Deductions shall be made on a bi-weekly 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 Shop Steward

The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing to the Steward(s) for the settlement of disputes and grievances.

- a) The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing to the Steward(s) for the settlement of disputes and grievances.
- b) The duties of Stewards include but are not limited to the following:
 - (i) To bring concerns directly to the Executive Director of the PHS.
 - (ii) Investigating complaints of an urgent matter.

- (iii) Investigating grievances.
- (iv) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure.
- (v) Supervising ballot boxes and other related functions during ratification votes.
- (vi) Attending meetings called by Management.
- (vii) Accompanying an employee, at his/her request, at a meeting called by the Employer, where disciplinary action is anticipated.
- (viii) Meeting with new employees as a group during the Orientation Program.
- (ix) Acting as appointees to the Union/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, lay-off, 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

1) 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

2) 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.

3) 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.

4) 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 Process.

ARTICLE 7 – HOURS OF WORK

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.
- (ii) Permanent employees, whose posted position is less than twenty-one (21) hours per week (less than 91 hours per month), shall receive four (4%) percent 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 (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 & arbitration procedures under this Agreement may be applied.

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 meet its 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), 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, 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 (iii) 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 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 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.

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 W.C.B.

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 (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 co-operate 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 Premiums

Employees who are scheduled by rotation or specifically required by Employer to work in the following hours shall be eligible for the following:

- 1) Shift Differential: fifty cents (\$0.50) per hour for all straight time hours actually worked in the 6:00 p.m. to 12:00 p.m. period. This shift differential shall be increased to one dollar (\$1.00) for the 12:01 a.m. to 6:00 a.m. period. This differential shall not be paid when the employee is in receipt of overtime rates.
- 2) Weekend Premium: fifty cents (\$0.50) per hour for all straight time hours actually worked in the 12:01 a.m. Saturday to 11:59 p.m. 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, twelve percent (12%) of their regular basic earnings (effective the first pay period after February 1, 2018, thirteen (13%) percent), 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 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 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:
 - (i) 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 on the bottom of the call list for purposes of assigning auxiliary work during that scheduling period.
 - (ii) 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.
 - (iii) 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(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 (7.11) 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 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.

7.13 Posting of Schedules

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

7.14 On-Call and Call-Back

Definitions

Employees may be required to be on-call by the Employer, between scheduled shifts. Call-back means the period during which an employee is scheduled off-duty after the completion of their shift, but returns to duty as a result of being on-call and/or at the Employer's request and at the Employer's approval.

Call-Back

Compensation

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates (2X) provided in Article 7.2 for each separate call-back.

Call-Back on a Paid Holiday

An employee who is called back to work on any of the paid holidays listed in Article 8 – Statutory Holidays shall be paid the appropriate overtime rate (2X) for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate (2X).

For the purpose of this Article, when a call-back does not require the employee to be physically present at a worksite (e.g., answering work-related phone calls from home or working from home), the two (2) hours minimum requirement shall not apply. In this instance the employee shall track the total amount of time worked during the call-back period and be paid at the straight time rate.

Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.

a) Employee Option: Time Off or Cash

Hours worked under this Article shall be taken at the option of the employee as paid time off from work or additional pay. Should the option be paid time off from work, such time off shall be taken at a time agreed to by the employee and the Employer.

Time-off is the preferred option, and will be taken at a time agreed by the Employer and employee.

Call-Back Travel Allowance

An employee called back to work which incurs travel shall receive call-back travel allowance as follows:

- a) Fifty two cents (\$0.52) per kilometre; OR
- b) Where public or private transportation facilities are not available, taxi fare from home to facility and return.

In either (A) or (B) above, an employee shall be paid a minimum of two dollars (\$2.00) for each round trip.

ARTICLE 8 – STATUTORY HOLIDAYS

8.1 List of Statutory Holidays

- 1) 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	Christmas Day	B.C. Day
Easter Monday	1 Floating Day	Thanksgiving Day
Canada Day	Good Friday	Boxing Day
Labour Day	Victoria Day	Remembrance Day
Family Day		

- 2) 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.

- 3) 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.

- 4) (a) 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.

(b) 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 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 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 (1 ½) times 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

Effective the first pay period after April 1, 2018, the current vacation entitlement will be deleted and replaced by the following for all employees:

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

<u>Years of Continuous Service</u>	<u>Workdays of Vacation</u>	<u>Percent of Straight-Time Pay</u>
One to Four	15	6%
Five	19	7.6%
Six to nine	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 (1st) 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:

1. November 1st for the period January 1st through April 30th, and
2. 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 elect the second (2nd) and subsequent period in order of seniority.

The approved Vacation Schedule will be posted electronically by December 1th 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 Carry-Over

Permanent employees who are entitled to three 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 15 at a mutually agreeable time, may then be paid out, at the Employer's discretion, by March 31 of the following year.

ARTICLE 10 – EMPLOYEE BENEFITS

Effective the first pay period after April 1, 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 (73%) percent and the employees shall pay twenty-seven (27%) percent of the premiums. Where an employee after becoming eligible for such benefits is laid off, and he/she is subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of seventy-three (73%) percent of the premium for such coverage immediately upon re-employment, but if he/she is not re-employed within the period of twelve (12) months of the aforesaid, he/she shall again be required to complete six (6) months continuous service before being eligible for the coverage provided in this Clause 10.2(a). The provisions of this Clause 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 \$250.00 per person payable in a twenty-four (24) month period subject always to the provisions of the Plan.

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

- 1) Basic Dental Services (Plan A) paying for eighty (80%) percent of the approved schedule of fees.
- 2) Prosthetics, Crowns and Bridges (Plan B) paying for fifty (50%) percent of the approved schedule of fees.
- 3) Orthodontics (Plan C) paying for fifty (50%) percent of the approved schedule of fees. The lifetime maximum shall be \$1,500 per person, as defined by the Plan.
- 4) The Employer shall pay seventy-three (73%) percent and the employees shall pay twenty-seven (27%) percent of the premiums.

10.4 Group Life Insurance

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

- 1) Coverage shall be one and one-half (1 ½) times basic annual salary, which shall be computed to the next highest \$1,000.
- 2) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- 3) One Thousand Dollars (\$1,000) coverage shall be provided to employees who retire at age 65.
- 4) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer.
- 5) The Employer shall pay seventy-three (73%) percent and the active employees shall pay twenty-seven (27%) percent of the premiums.

10.5 Long-Term Disability

The Employer will provide a long-term disability plan. The Employer will pay 100% of the cost of the Plan. See also Information Appendix.

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 (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 (75%) percent 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 with children, 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 (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 Family Care Leave per calendar year (Jan.-Dec.) 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 (Jan.-Dec.) 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 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 contact with 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 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 request 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 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, subject to the other provisions of this Agreement.
- 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 7.11.
- c) Employees working temporarily in an excluded position or in another bargaining unit 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 Shop-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 subsection (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:
 - (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.

12.4 Loss of Seniority

Loss of seniority shall only result from the following:

- 1) Discharge for just cause, and is not reinstated;
- 2) He/she resigns in writing and does not withdraw within two (2) days;
- 3) Retirement;
- 4) Continuous absence for three (3) days without permission unless employee was absent for reasons beyond his/her control;

5) 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 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 she/he 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, she/he in turn will be allowed to bump in the above stated manner and provisions until an employee is subsequently laid off.

12.8 Severance Pay

After being on lay-off for one (1) year, a permanent employee will receive the following severance pay:

- Less than five (5) completed years' consecutive service – one (1) week pay
- Five (5) completed years' consecutive service – two (2) weeks' pay
- Six (6) completed years' consecutive service – three (3) weeks' pay
- Seven (7) completed years' consecutive service – four (4) weeks' pay
- Eight (8) completed years' consecutive service – five (5) weeks' pay
- Nine (9) completed years' consecutive service – six (6) weeks' pay

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 Section 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. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

13.5 Maternity Leave

- 1) 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.
- 2) 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 her attending physician agrees that the health of the employee will not be adversely affected.

- 3) In normal circumstances, no employee shall be permitted to work during the six (6) weeks following the date of birth.
- 4) 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.
- 5) An employee shall be entitled to extend the maternity leave by up to an additional six (6) weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

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.

- 6) 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

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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

- 1) 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.

- 2) 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.
- 3) 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.
- 4) 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 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 (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 sixteen (16) hours of 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.

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:

- 1) 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;
- 2) In the case of death of any other relative if living in the employee's household;
- 3) 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 unreasonable 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 e-mail or in writing. Notice of the position will be e-mailed 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 postings 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.
- The position is in the BCNU 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 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.

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.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

15.2 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 15.01 other than for the suspension or dismissal of employees and Application disputes under Article 15.03 or 15.05.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing on a BCNU grievance form.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or Arbitration.

Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The above named troubleshooters will be used on a rotating basis.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

Failing settlement at this step, the grievance may be referred to arbitration.

15.3 General Application Dispute

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 15.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

15.4 Amending Time Limits

If the time limits in Articles 15.02 and 15.03 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

15.5 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 15.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

15.6 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

15.7 Arbitration

Authority of the Arbitration Board or Single Arbitrator:

- Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 15 – Grievance Procedure, to a Board of Arbitration, or a single arbitrator, either of which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- The decision of the single Arbitrator, or the decision of the majority of the Arbitration Board, as the case may be, shall be final and binding upon the Parties.

15.8

The Union will notify the Employer of its intent to arbitrate and its appointee to the Arbitration Board. The Employer will, within seven (7) calendar days, notify the Union of its appointee to the Arbitration Board.

15.9

By mutual agreement, the parties may elect for a single arbitrator in place of the Arbitration Board established in this Article. Selection of the arbitrator shall be done by the parties in a similar manner as set out in Article 15.08.

15.10

If the Employer and the Union do not elect a single Arbitrator, their respective two appointees will, within seven (7) calendar days, attempt to select a third person to act as Chairperson from the list of arbitrators set out in Article 15.15(K). By mutual agreement, the parties may select a Chairperson not named under this Article. If the two appointees fail to agree upon a Chairperson within this seven (7) day period, either party may request the Minister of Labour of British Columbia to make the appointment.

15.11

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board or by the Employer.

15.12

Each party will be responsible for the expenses of its appointee. The expenses of the Chairperson or the single arbitrator will be shared equally between the parties.

15.13

A Board of Arbitration established under this Article of the Collective Agreement shall endeavour, within twenty (20) days from the completion of the hearings, to render a decision.

15.14 Time Limits

Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties. However, should the Union fail to present a grievance at any step within the time limits set out in the procedure, the grievance shall be deemed to be abandoned.

15.15 Expedited Arbitration

- a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- b) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- c) As the process is intended to be informal, lawyers will not be used to represent either party.
- d) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.

- f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- g) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- h) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- i) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- j) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- k) The expedited arbitrators, who shall act as sole arbitrators, shall be Heather Laing, Judy Korbin, Joan Gordon, or Chris Sullivan or any other as agreed to by the parties.
- l) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 15.
- m) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

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”.

A pay increment period for employees is twelve (12) months. At the end of each twelve (12) months period, the employee’s pay shall increase by one increment to the next higher rate in the wage schedule. For example, after twelve (12) months of working under the first year’s rate, the employee shall move to the second year’s rate, upon satisfactory performance and completion of the time period. The Employer will provide coaching and training to ensure the satisfactory performance.

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 15.1 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 (50%) percent 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 he/she is 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 should contain the job title, name of the department, title of the immediate supervisor, classification and wage level 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.

16.6 Profession Registration – Effective 2018

The Employer shall reimburse an employee in full for payment of their annual registration fees to a governing body of their profession such as their nursing college (e.g., College of Registered Nurses of BC), when the payment of such fees is a requirement for the continuation of the performance of the duties of his/her position. The receipt must be submitted to the Employer for reimbursement within one (1) month of obtaining the receipt.

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 his/her 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 his/her 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 his/her 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

- 1) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Employer.
- 2) Examination of the contents of an employee’s personnel file shall be in the presence of a person authorized by the Employer.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Should an employee dispute any entry or document in their personnel file, he/she shall be entitled to recourse to the Grievance Procedure.

ARTICLE 20 – JOB SHARING

- 1) 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.
- 2) Job Sharing applications shall be granted at the Employer's discretion, which requests shall not be unreasonably denied provided the conditions are met, provided the Union also concurs to the application.
- 3) 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.
- 4) 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. Request 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 his/hr job under this Subsection more than once every twenty-four (24) months.

ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- a) The Employer and Union agree to cooperate in the promotion of safe working conditions and practices, and 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 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 secure location for the Health and Safety Committee to store materials and files.
- g) The Employer and 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 Regulation, without loss of pay or benefits for the purposes of attending OHS training courses conducted by or with the approval of WorkSafeBC.

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 35% of the year's maximum pensionable earnings in each of two 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

Signed on behalf of PHS Community Services Society:

Signed on behalf of the Union:

Jennifer Breakspear
Executive Director

William Hwang
Labour Relations Officer, Negotiator

Devinder Sekhon
Finance Director

Stephanie Lai
BCNU Bargaining Committee Member

April 23, 2018

April 23, 2018

Date

Date

SCHEDULE A – WAGE RATES AND CLASSIFICATION

BCNU Wage Schedule (Nurses Bargaining Association (NBA) Wage Schedule after April 1, 2018)

Registered Nurse (RN) – Hourly Rate

Increment Steps	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Effective April 1, 2018									
Level 4	\$39.91	\$40.62	\$41.51	\$42.57	\$43.85	\$44.89	\$46.18	\$47.43	\$48.92
Level 5	\$41.80	\$42.15	\$42.92	\$44.00	\$45.32	\$46.39	\$47.65	\$48.80	\$50.21

Note:

Level 4 rates are for RNs tasked daily with responsibilities of mainly coordination nature. Level 4 corresponds to the previous Level 2 prior to year 2014.

Level 5 rates are for RNs tasked daily with responsibilities of mainly supervisory nature. Level 5 corresponds to the previous Level 3 prior to year 2014.

Letter of Agreement

RE: Confirmation of Hourly Wage Rates for Current Employees

Effective April 1, 2018, the hourly wage rates for the following BCNU members in accordance with Schedule A – Wage Rates and Classification, shall be as follow:

- Stephanie Lai \$46.39 per hour (Level 5, Sixth Year)
- Courtney Amoraal \$41.51 per hour (Level 4, Third Year)
- Robin Janes \$41.51 per hour (Level 4, Third Year)

Upon completion of twelve (12) months of employment in the above rates, their rates shall increase by one increment to the next higher rate in the wage schedule. A pay increment to the next higher step shall occur at the end of every twelve (12) months period, in accordance with Article 16 – Wage Rates and Classification.

Letter of Understanding: Employee Wellness Program

The Employee Wellness Program shall be confidential. The Employer shall make Employee Wellness Program Resources readily available to all employees. The Program will include counselling services, including for critical incident debriefing. 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: 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.

Letter of Understanding: BC Government Economic Stability Dividend (ESD)

Effective April 1, 2018, the BCNU members shall each receive a one-time payment of \$80.00 in recognition of potential ESD payment for 2019.

Letter 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 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.

INFORMATION APPENDIX “A”

LONG-TERM DISABILITY (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 her 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 12 months will continue in her former job, an employee who was on claim for more than 12 months will return to an equivalent position exercising her 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, 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:
 - o exhausting all sick leave credits before receiving the long-term disability benefit;
 - o using sick leave credits to top off the long-term disability benefit;
 - o 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:
 - o any amounts payable under any *Workers Compensation Act* or law or any other legislation of similar purpose
 - o any amount from any group insurance, wage continuation, or pension plan of the Employer that provides disability income
 - o any amount of disability income provided by any compulsory *Act* or law
 - o 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
 - o 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 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 to 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 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, 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 carrier to coordinate a Claims Review Committee if their LTD claim is denied or terminated by the carrier
- 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 carrier 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 “B”

HARRASSMENT & BULLYING PROGRAM

Introduction

PHS Community Services Society (PHS) is committed to providing a safe work environment and maintaining a Workplace that is free of Workplace Harassment and Bullying as required by the Occupational Health and Safety Regulations (“**Regulations**”). This document supplements the PHS’s policy entitled “**Workplace Harassment and Bullying**” and outlines the responsibilities associated with this program. The program will be reviewed annually and revised as necessary.

Objectives

1. To assist staff in addressing Workplace Harassment & Bullying.
2. To take every precaution reasonable in the circumstances to prevent Workplace Harassment & Bullying.
3. To provide guidelines on:
 - Roles & Responsibilities – Respectful Workplace
 - Developing preventative and training measures
 - Reporting and investigating Workplace Harassment & Bullying
 - Incident follow-up application

Application

This program applies to all those working for the organization including front line employees, contract service providers, managers, officers or directors at all times and without exception.

Policies, standards and legislation

1. The PHS Community Service Society policy entitled “**Workplace Harassment and Bullying**” states:

“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.”

2. The Occupational Health and Safety Regulations (OHSR) requires all employers to take every precaution reasonable in the circumstances to protect employees against the risk of Harassment & Bullying.
3. The Criminal Code of Canada makes it an offence for employers and those who direct work who fail to take reasonable steps to prevent bodily harm to an employee or any other person arising from work.

Definitions

“**Bullying and Harassment**” defined by WorkSafeBC Occupational Health and Safety Policies:

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

Workplace bullying and harassment can be:

- directed towards a colleague
- directed towards a subordinate
- directed towards a manager or supervisor
- between a worker and a non-worker, such as a client
- between workers from different organizations, such as those at a worksite where employees from multiple organizations are working together
- by a group of people, or one individual, towards another person or group

Bullying and harassing behaviours could include the following:

- verbal aggression or insults; calling someone derogatory names
- vandalizing personal belongings
- sabotaging **someone’s** work

Act: “**Act**” is the Workers Compensation Act, consolidated May 30, 2014.

Bystander: Anyone who witnesses workplace bullying and harassment.

Complainant: The person who makes a complaint about workplace bullying harassment that is witnessed or experienced.

Contractor: A “**Contractor**” is an organization, partnership, or individual engaged by the PHS Community Services Society to provide services to the PHS either personally or with the

assistance of other individuals.

Manager: A “**Manager**” is the person responsible for the work unit who has the ability to review behaviour and initiate corrective action including discipline, if required.

Must: The word “**must**” identifies a legal duty or obligations of an employer, worker, supervisor, or organization

May, Could, Should: These words suggest a recommended practice or workplace safety tip, but no legal duty or obligation exists

New worker: A worker of any age who is either new to the workplace, facing new or different hazards, or in a new workplace or location with different hazards from the previous location

OHS: Occupational health and safety

Related Third Party: Related Third Party includes a Contractor and the **Contractor’s** employees or subcontractors.

Regulations: “**Regulations**” is in reference to the Occupational Health & Safety Regulations.

Respondent: A “**Respondent**” is any person who is a Worker (including any employee whether covered by a collective agreement with the PHS or employed under an individual contract of employment), and any person who is a volunteer, any one of whom is alleged to have engaged in Workplace Harassment & Bullying as defined above.

Target: The person who is being bullied and harassed

Visitor: A “**Visitor**” is any person who is not a Worker or a Related Third Party who has occasion for any reason to visit PHS locations.

Worker: A “**Worker**” has the definition ascribed under the Regulations, and also includes any person recognized by PHS Community Services Society.

Workplace: For the purposes of this program, the Workplace includes but is not limited to, all PHS sites and off-site programs, locations of business travel and conferences, outreach locations, and PHS sponsored social events.

Young worker: Any worker under the age of 25

Roles and responsibilities: Workplace harassment & Bullying

Shared Responsibility

- Everyone involved with the PHS Community Services Society shares a responsibility for
- creating and maintaining an environment free of Workplace Harassment & Bullying.
- Every effort must be made to work toward the resolution of complaints by all those affected.
- Anyone who witnesses Workplace Harassment & Bullying is responsible for bringing it to
- the attention of their Manager and participating in the investigation of the complaint.
- To ensure the preservation of a productive, safe and peaceful environment.

Employer Responsibilities

The steps an employer must take responsible steps to prevent where possible, or otherwise minimize, workplace bullying and harassment in the workplace are detailed in OHS policy D3-115-2, and include the following:

- developing a policy statement to prevent and address workplace bullying and harassment
- taking steps to prevent or minimize bullying and harassment
- developing and implementing reporting procedures
- developing and implementing procedures for dealing with incidents and complaints
- informing workers about the policy statement and steps taken to prevent or minimize bullying and harassment
- training supervisors and workers about recognizing, responding to, and reporting incidents and complaints of bullying and harassment
- annually reviewing the policy statement and procedures for reporting and dealing with incidents and complaints

Worker Responsibilities

Every worker must take reasonable steps to protect his or her own health and safety as well as the health and safety of others (section 116 of the Act). With respect to bullying and harassment in the workplace, workers have certain obligations that include:

- not engaging in the bullying and harassment of others
- reporting any bullying and harassing behaviours they experience or observe in the workplace
- applying and complying with the **employer's** policies and procedures

To ensure workers can comply with their legal obligations, they must understand **what's** meant by the term “**bullying** and **harassment.**” This handbook will help workers understand bullying and harassment, how to recognize bullying and harassing behaviours, and how bullying and harassment can impact an organization. **It's** the **employer's** duty to train workers and supervisors regarding bullying and harassment.

Supervisor Duties

Supervisors must ensure the health and safety of all workers under their direct supervision (section 117 of the Act). This includes:

- not engaging in the bullying and harassment of others

- applying and complying with the **employer's** policies and procedures on bullying and harassment

Supervisors are responsible for ensuring members of their staff do not bully and harass others. Equally, supervisors must not bully and harass others. This handbook will help supervisors learn more about bullying and harassment, how to recognize it, and what effect it can have on an organization.

Violence

If bullying and harassing behaviour becomes violent or involves threats of violence, then the Regulation applies. The Regulation states that “a person must not engage in any improper activity or behaviour at a workplace that might create or constitute a hazard to themselves or to any other **person**” (s4.25), and that “**Improper** activity or behaviour must be reported and **investigated**” (s4.26). This applies when bullying and harassment involves violence or threats of violence between co-workers.

If a worker is bullied and harassed by someone other than another worker, such as a customer or client, and it involves violence or threats of violence, then sections 4.27–4.30 of the Regulation applies.

Employers must take appropriate action to eliminate or minimize the risk of workplace violence. WorkSafeBC has numerous resources to help employers.

Violent behaviour in the workplace may also be a criminal matter, and the police may need to be contacted. If there is a violent incident in the workplace and it results in the injury or death of a worker, the employer must investigate the incident and report it to WorkSafeBC (see sections 172–177 of the Act).

Other forms of harassment

Some bullying and harassment behaviours may also involve breaches of human rights under the BC Human Rights Code — such as when the behaviour involves racial or sexual discrimination towards a worker. While this guide does not address the implications and remedies available under the BC Human Rights Code, other sources of information can help employers, workers, and supervisors address such issues. For more information, review the BC Human Rights Code, seek advice from a qualified legal professional, or contact the BC Human Rights Tribunal to file a complaint.

Criminal behaviour is not addressed in this guide. An employer must conduct an investigation into all incidents of bullying and harassment in the workplace. However, if a bullying and harassment incident or complaint involves criminal activity, seek advice from the police before taking action.

Training and prevention

All Workers will be provided information on the policy and program with respect to Workplace Harassment & Bullying. Based on the assessment, projects/programs may determine that the potential exposure to Workplace Harassment & Bullying necessitates the need to develop specific skills and knowledge. Depending on the level of risk of Workplace Harassment & Bullying, Worker training can range from reviewing relevant safety tips, posting of safety tips to scheduling workshop training or arranging for specialized training. Workers are required to enroll in the appropriate training course identified by their Project/Program Managers.

The program will be reviewed annually and revised as necessary.

Respectful Workplace

Creating a respectful workplace **that's** free from bullying and harassment includes many elements. At the PHS Community Services Society we consider our greatest resource our people. It is essential to our organization that staff are provided with, and contribute towards, a respectful workplace where the values of trust, fairness, integrity, consideration and dignity guide our interactions with one another.

The PHS is committed to providing a work environment in which all individuals are treated with mutual respect and dignity. In our diverse and equitable workplace, the PHS endeavours to ensure all employees have the opportunity to contribute fully to the **PHS's** mission, and each **employee's** unique contribution is respected.

Factors that can contribute to building a respectful workplace include the following:

- fostering a workplace culture that embraces differences and promotes inclusion
- addressing bullying and harassment from the top down
- consulting with workers and unions, where applicable
- understanding how workplace structure and systems can contribute to bullying and harassment

- promoting cross-cultural awareness

Managing Interpersonal Conflicts

Not all unpleasant or inappropriate conduct amounts to bullying and harassment. Workers might disagree on issues, they might not like what **they're** asked to do, and they might not be friends with all of their co-workers.

There are different ways of managing interpersonal conflict, including seeking an informal resolution. An informal resolution process aims to resolve interpersonal conflict quickly and effectively. Intervening early where conflict exists can defuse a situation and prevent it from escalating into something more serious.

An informal resolution process might be as simple as talking to the parties involved about what behaviour is acceptable in the workplace and what is not. Other solutions might include mediation, where the parties sit together to discuss and resolve the issue. A manager or another person from the workplace may mediate the situation if they have the skills and it is appropriate. **It's** important that all parties trust and respect the mediator.

If allegations of workplace bullying and harassment come to light during an informal resolution process, workplace parties should follow this **handbook's** suggestions as appropriate and must comply with all legal obligations under the Workers Compensation Act.

Harassment and Bullying Program Review

An annual review will be conducted to evaluate this **program's** performance in eliminating the risk of harassment and bullying in the workplace. The review will be documented and the program will be revised as necessary. This review will be carried out in consultation with the PHS Central Health and Safety Committee, staff and management personnel.

No Reprisal

Workplace Harassment & Bullying and this program are serious matters. This program prohibits reprisals against Workers who have made good faith complaints or provided information regarding a complaint or incident of Workplace Violence.

Persons who engage in reprisals or threats of reprisals may be disciplined up to and including dismissal from employment.

Reprisal includes:

- Any act of retaliation that occurs because a person has complained of or provided information about an incident of Workplace Harassment & Bullying
- Intentionally pressuring a person to ignore or not report an incident of Workplace Harassment & Bullying; and
- Intentionally pressuring a person to lie or provide less than full cooperation with an investigation of a complaint or incident of Workplace Harassment & Bullying.

Although false and frivolous accusations of Harassment & Bullying occur in rare instances, such false accusations are serious offences because they may have serious consequences for the accused.

The insufficiency of evidence to prove a complaint does not mean that the complaint was submitted in bad faith. A malicious or bad faith complaint means that a person has made a complaint knowing that it was untrue.

A Worker who makes a false complaint or otherwise abuses this program may be disciplined up to and including dismissal from employment. Such discipline is not a reprisal or breach of this policy.

Complaint process - Informal and formal Investigation Procedure

Confidentiality

All reports made in the course of action taken pursuant to these procedures shall be considered to be confidential to the parties involved and to those responsible for the investigation and resolution of the incident. The identities of all Complainants, Respondents and Witnesses and the nature of the complaint itself will be kept confidential and only persons with a need to know will be informed. The Worker may request union representation throughout the complaint process.

Reporting

All Workers have the obligation under the Regulations to report incidents of Workplace Harassment & Bullying that are experienced or witnessed to their Project/Program Manager.

If the **Worker's** Manager is involved in the Workplace Harassment & Bullying, the Worker shall contact the Department of Human Resources or a Director. In all cases, the Worker shall follow the reporting procedures as outlined below.

Complaints

A Worker who experiences Workplace Harassment & Bullying or who has concerns regarding possible incidents of Workplace Harassment & Bullying (the Complainant) shall report the incident to his or her Manager. The Manager shall review the complaint and consider whether an informal resolution to the complaint is possible. The Manager must complete Critical Incident Form within three days of the incident/concern being reported to them.

Informal Resolution

A Project/Program Manager who receives a complaint of Workplace Harassment & Bullying which appears to be capable of resolution informally shall use reasonable efforts to assist the Complainant in effecting informal resolution within ten days of receiving the complaint.

- The Project/Program Manager assesses the immediate risk, gathers information and documents the concern within three days of receiving the complaint. The parties should receive a copy of the complaint and have the opportunity to respond in writing.
- Efforts at informal resolution should include individual meetings with the parties as appropriate. The Worker/s may request union representation at the meeting. The parties may decide to meet as a group to resolve the issue.
- The Manager may request assistance from the Department of Human Resources.
- If informal resolution is not possible then the Project/Program Manager shall forward the complaint, to the Department of Human Resources for action.
- The Complainant and/or the Respondent may request union representation.

The Manager in consultation with the Department of Human Resources will make a decision as to what remedial action, if any, should take place in the Workplace while the investigation is taking place.

Formal Investigation

- The Department of Human Resources shall appoint an investigator within ten days of receiving a request for a Workplace Harassment & Bullying investigation and the investigation shall proceed expeditiously and on a confidential basis.
- One of three types of investigators may be appointed:

- internal investigator (i.e. senior management, trained investigator, member of the occupational health & safety committee)
- third-party investigator
- referral to Emergency Services
- The investigator will be responsible for establishing the facts, including interviews with the Complainant, Respondent and any Witnesses.
- The Complainant, Respondent and Witnesses may be called upon with minimal advance notice to ensure the confidentiality and timeliness of the investigation process.
- The investigation will include interviews of the Complainant, the Respondent and any Witnesses.
- The Complainant, Respondent and Witnesses will be provided a copy of the information they provided during the course of the investigation.
- Any of the parties may request union representation during the investigation process.

Investigative Process

- The Manager of Human Resources appoints an investigator within ten days of receiving the request for an investigation
- The investigator interviews the Complainant
- The investigator interviews any witnesses identified as having knowledge of the incident
- The investigator interviews the Respondent to obtain the **Respondent's** response to the allegations in the complaint
- It may be necessary for the investigator to re-interview the Complainant, Respondent or witnesses
- The investigator will prepare and submit a report summarizing the facts and findings within 30 days of initiating the investigation and conclude whether there is:
 - sufficient evidence to substantiate a finding of violation of the policy/program
 - insufficient or lack of credible evidence to substantiate a finding of violation of the
 - policy, or
 - no credible evidence to substantiate a violation of the policy.

Copies of the **investigator's** report will be distributed to the following recipients:

- the Executive Director
- the Department of Human Resources
- the Project/Program Manager
- the Complainant

- the Respondent
- representatives of the union(s) of which the Complainant and/or Respondent are members
- Occupational Health & Safety Committee

Based on the **investigator’s** findings, the Project/Program Manager or delegate in consultation with the Department of Human Resources and/or other PHS Directors as relevant shall determine whether further action is warranted (i.e. initiate corrective action) and advise the Complainant and Respondent in writing of the outcome within 10 days of receiving the **investigator’s** report.

As applicable, a copy of the outcome will be provided to the union(s) of which the Complainant and Respondent are members.

Where a complaint is lodged by more than one Complainant or is against more than one Respondent, the Complainant or Respondent, as the case may be, shall receive only the portions of findings applicable to their specific complaint/response.

Any of the parties may request a formal review of the decision of the investigator by submitting additional evidence in writing to the Department of Human Resources within 30 days of receiving the findings of the investigator.

Incident follow up

Regardless of whether or not allegations of bullying and harassment are found to be true, they can affect an entire team, group, and workplace. So, after a bullying and harassment complaint is made, employers might work on “**restoring the workplace.**” This involves establishing or re-establishing positive working relationships.

Employers and supervisors can talk to the target and alleged bully about what each party needs to move forward, as follows:

- Determine what is and what is not appropriate to share with the group.
- Even if you cannot discuss details with members of the group, you can offer support:
 - Have “**check-in**” meetings with the alleged bully, the target, and their co-workers to see how things are going — this provides an opportunity for workers to confidentially express concerns about any bullying and harassment that may have continued.
 - Have team discussions to clarify mutual expectations for how everyone will work together respectfully, including during periods of disagreement.

- Offer assistance to workers, whether **it's** through an employee assistance program, counselling through extended health coverage, or another resource.
- Consider if **there's** a need for training or awareness sessions about bullying and harassment.

Worker Support

- Workers who experience an incident of Workplace Harassment & Bullying that is a traumatic incident may require emotional support from a professional. Support services are available through the PHS Wellness Program, PHS Counsellors, Health Services or other community support services.
- Co-Workers should be encouraged to talk about problems they may be experiencing and to be supportive of the affected Worker. In some situations, a group debriefing, utilizing external qualified professionals, may be appropriate. These sessions can be arranged by contacting Human Resources.

Remedial Action and Prevention Plan

When a harassment and/or Bullying incident occurs it is important to review the safety protocols in place to ensure their effectiveness. The Project/Program Manager, in consultation with the Department of Human Resources and/or appropriate Directors shall:

- review the incident
- outline what corrective or remedial actions are necessary to prevent or minimize the impact of repeat occurrences
- identify new or previously undefined risks and reassess
- review employee training and education programs and determine if they are adequate or if additional training should be provided.