

ANNOTATED
MEMORANDUM OF AGREEMENT
between
Health Services & Support Community Subsector
Association of Bargaining Agents
and
Health Employers' Association of British Columbia

Re: Greater Vancouver Community Services Society/BCGEU (2010 to 2012)
Superior Benefits

It is agreed that the following provisions of the 1992 – 1998 Greater Vancouver Community Services Society Collective Agreement shall be maintained:

Article 7 (d) Definition of Employees and Benefit Entitlement

(d) **Client-Specific Employees**

A client-specific employee is one who is employed on a regular full-time, regular part-time, or casual basis to provide services to a specific client. Client-specific employees are employed solely for the purpose of complying with the terms of a contract between the Agency and a purchaser of service. A client-specific employee's employment terminates upon the expiry or non-renewal of the contract between the Agency and the purchaser of the services, or at the client's request. Client-specific employees are entitled to all the benefits of this Agreement except Article 12 – Seniority and Article 14 – Layoff and Recall, for as long as a contract exists between the Agency and a purchaser of services to provide client-specific services.

This article shall not apply to existing regular full or part-time Home Support workers who are utilized to fulfill the provisions of a client-specific contract.

The Employer shall advise the Union on January 1st of each year of the total number of employees employed under this article, for the previous year.

Memorandum of Agreement re Office Staff

Supervisors/office staff may request education leave, without pay, for periods up to one year, for the purpose of upgrading or attaining skills in a field related to the business of the Employer. Such leave shall be with no loss of seniority. Supervisors may maintain their benefits if they choose by prepaying the premiums themselves. Failure to pay the monthly premiums will result in the loss of coverage under the Plans.

Seniority Units

Five seniority units are established:

1. Home Support Supervisors and Schedulers
2. Community Health Workers
3. Community Living Supervisors
4. Community Living Workers
5. Clerical Staff

The parties agree that, in the event the Health Services and Support – Community Sector Collective Agreement becomes comparable to the then current Health Services and Support – Facilities Sector Collective Agreement, the above-noted provisions shall be deleted consistent with the principles established in the melding decisions in other health sectors.

When any of the above-noted provisions cease to be in effect, the corresponding provision, where applicable, of the Health Services and Support – Community Sector Collective Agreement shall apply.

In the event of a dispute between the parties relating to the interruption or application of the Memorandum of Agreement, Vince Ready shall, at the request of either party, act as a mediator/arbitrator. In this capacity, Vince Ready shall review the issues in the same context as the May 8, 1996 Industrial Inquiry Commissioner Report and Recommendations and subsequent melding decisions referred to above.

Signed on Behalf of the Association:

Signed on Behalf of HEABC:

Deb Wilson
BCGEU

Paul Lim

Date: May 16, 2013