

**ANNOTATED
MEMORANDUM OF AGREEMENT**

**between
Health Services & Support Community Subsector
Association of Bargaining Agents
and
Health Employers' Association of British Columbia**

**Re: Lookout Emergency Aid Society/BCGEU (2012 to 2014)
Superior Benefits**

It is agreed that the following provisions of the 1993 -1997 Collective Agreement shall be maintained:

5.1(b) Definition of Part-Time Regular Employees

Part-time Regular – an employee who is normally scheduled to work a minimum of 14 ½ hours per week, but less than the number of hours per week constituting full-time employment. These employees shall be entitled to all benefits under the Agreement on a pro rata basis except as otherwise indicated in the Agreement.

12.5 Severance Pay

Upon layoff, a regular employee will have the option to choose severance pay in the amount and under the condition as follows:

- (a) An employee who has completed one year of continuous services will receive two week's pay.
- (b) An employee who has completed three years of continuous services will receive one additional week's pay for each subsequent completed year of service to a maximum of 10 week's pay.
- (c) An employee choosing severance pay must do so within 30 days of layoff.
- (d) Once an employee has chosen severance pay, he will be removed from the recall list and will be deemed to have resigned from his position.
- (e) Severance pay will be prorated for part-time service.

Note: Effective April 1, 2013: an employee's entitlement to severance will be frozen and no further accrual will occur. e.g. an employee entitled to severance of 9 week's pay as of April 1, 2013 will continue to have an entitlement of nine week's severance pay, but will not progress to 10 week's pay the following year.

14.1 Definition of Shift and Shift Premium - Shift Premiums are reduced by \$0.55/hour beginning the first pay period after April 1, 2013. If the shift premium is less than \$0.55/hour, it has been eliminated.

(a) *Definition of Shift:*

(1) All hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive shall be considered a day shift;

(2) all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. shall be considered an afternoon shift;

(3) all hours worked on any shift which starts between 9:00 p.m. and 4:20 a.m. shall be considered a midnight shift.

(b) *Shift Premium (effective April 1, 2013):*

- 60 cents per hour for afternoon shift;
- 76 cents per hour for midnight shift.

These premiums will apply to those employees working rotating shifts, including probationary and casual employees.

Shift premiums will be paid for overtime worked during the applicable shift, but overtime rates will not apply to the premiums.

16.8 Religious Holidays

Employees who provide written proof of membership in a bona fide recognized religion who wish the opportunity to celebrate holidays specific to that religion shall have the option of working Boxing Day and/or Easter Monday at regular straight-time rates with no premium in exchange for one or two paid days to observe holiday(s) specific to their religion. Employees exercising this option shall not be entitled to overtime pursuant to Article 15.4(b) on Boxing Day and/or Easter Monday. A request to exchange holiday(s) pursuant to this clause must be submitted in writing, within the necessary documentation, by January 1st. Any replacement holiday(s) granted under this clause would apply only to the affected employee. Relief staff replacing them on one of their designated holiday(s) would not be entitled to any holiday premium for the replacement shift.

18.2 Sick Leave (Regular FT)

Effective October 1, 1995, regular full-time employees, who have completed one (1) year of service, shall be credited with twelve (12) days of sick leave at their regular rate of pay. The credit shall be granted in six (6) day increments, on each of October 1st and the following April 1. Other regular full-time employees shall be credited with one (1) day of sick leave per month of employment worked to the October and/or April cut-off dates. These days are to be utilized to cover absences from work due to illness or injury during the following twelve (12) months.

18.3 Sick Leave (Regular PT)

Effective October 1st of each year, regular part-time employees shall be entitled to sick leave credits in accordance with Article 18.2 on a prorated basis.

18.4 Sick Leave Payout

Eligible employees who have not exhausted their sick leave entitlement by September 30th of the following year shall be paid the balance of their credited sick leave days at their regular rate of pay no later than October 31st following. However, no payments for outstanding sick leave entitlement shall be made to employees who voluntarily resign or who are terminated or discharged.

18.5 Sick Leave/WCB

- (a) Sick leave payments or credits shall not be given to regular employees during leaves of absence, layoffs, disciplinary suspensions, days on which the employee is otherwise paid by the Society or during the strikes or lock-outs.
- (b) An employee on sick leave, WCB wage loss replacement benefits from an accident/injury with the Employer, or on MAP leave shall continue to accrue seniority. Employees on WCB wage loss replacement benefits from an accident/injury with the Employer shall continue to accrue sick leave for one (1) month on any claim, and shall continue to accrue vacation for six (6) months on any claim.

23.3 Outside Advertising and Appointment Policy

- (a) Vacancies for all positions in the bargaining unit shall be posted within the bargaining unit for one (1) week prior to any external advertisements.
- (b) Positions will be awarded on the basis of qualifications as determined by the Employer. The factors used to determine qualification shall be education, skills, knowledge, experience, suitability and years of continuous employment with the Employer.
- (c) In the event that the qualifications of the external and internal applicants for a given position are equal, priority in appointment shall be given to the internal applicant.

26.1 Benefits - The deductible amount of \$25 will be maintained.

- (a) *B.C. Medical Plan* – Employer to pay 100% of the premium for all full-time employees. The premium for all part-time employees shall be paid on a pro rata basis. The Employer will pay the full premium and deduct the employee's share from his/her pay.
- (b) *Dental Plan* – The Employer will pay 100% of premium for Dental Plan which shall include:
 - Plan A 100%
 - Plan B 60%
 - Plan C 60%, to a maximum of \$1,850 per family member
- (c) *Weekly Indemnity* – The Employer will pay the premium for weekly indemnity benefits equal to

66 ⅔ of wages to a maximum \$350 per week for a period of 26 weeks commencing upon the eighth day of absence due to illness and the first day due to accident and/or hospitalization.

(f) *Extended Health Care Benefits* - The Employer will pay the premium for a benefit which has a \$25.00 deductible and shall include \$100 for prescription eyewear, plus \$425.00 for hearing aids per family member per two years.

The above benefits as outlined in paragraphs (b) through (f) above shall apply to regular employees who have completed their probationary period and work 20 hours or more per week.

The Employer is to provide a direct pay drug card as of April 1, 2013.

The Long Term Disability Plan is also to be maintained.

27.1 Damage to Personal Property

Where an employee's personal property, utilized in the performance of his/her duties is damaged by a client, patient or resident while the employee is carrying out his/her duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

29.1 Definition of Casual Employees

(a) For the purpose of this Agreement a casual employee is defined as a persons who does not normally work more than 14 ½ hours per week and is hired for work that is not of a continuous nature, such as:

- (1) temporary positions created due to absences due to employee vacations or leaves of absence;
- (2) temporary positions created to cover short term absences due to illness or temporary variations in work; or
- (3) specific projects that have a defined beginning and end.

(b) These periods shall not exceed three consecutive months without the agreement of the Union.

29.5 Special Projects

Casual employees hired for a special project in accordance with Article 29.1(a)(3) shall be considered to be terminated for cause in accordance with Article 29.4(a)(4) upon completion of his/her project or program.

29.12 Health & Welfare

Benefits for casual employees and part time employees who do not qualify for Health & Welfare benefit package:

\$.25 per hour effective April 1, 1996.

Letter of Intent Re: Use of Volunteers

The Parties agree that for the term of the Collective Agreement, the Employer will maintain current practises with respect to the use of volunteers.

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: July 16, 2013

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