

**ANNOTATED
MEMORANDUM OF AGREEMENT**

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

Re: Motivation, Power and Achievement Society / BCGEU (2012 to 2014)

It is agreed that the Employer will maintain the following provisions for the above mentioned unit within the above mentioned unit of employees:

Job Postings and Applications (Article 12.1)

The Employer will continue to hire individuals with a mental health condition. All postings within the program will include the following language:

"The applicant must:

- (a) acknowledge that they are a mental health consumer or survivor, and
- (b) have had an ongoing mental health condition."

Annual Vacations

Effective April 1, 2013 employees entitled to this provision shall have their accrued entitlement maintained, but the entitlement shall not increase thereafter until the provisions of the Collective Agreement meet or exceed their present entitlement. *e.g. if an employee has nine years of service as of April 1, 2013 they will maintain the 27 days of vacation entitlement, but will not accrue additional entitlement until they reach their 15th year when they will go to the Collective Agreement level of 29 days, and then to 30 days in their 16th year.*

23.02 Entitlement and Eligibility

(i) Subject to paragraph (ii) below, a regular staff member will be entitled to receive the following vacation entitlement in each vacation year based on length of continuous employment with the Association:

0 – 2 years	3 weeks
Over 2 – 5 years	4 weeks
Over 5 – 8 years	5 weeks
Over 8 years	2 additional working days each subsequent year
i.e. 9 th year	27 working days
10 th year	29 working days
11 th year	31 working days etc.

When the provisions of the Health Services and Support Community Subsector Collective Agreement

meet or exceed the above levels for the employee's vacation year they will move to the Collective Agreement provision.

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