

**ANNOTATED
MEMORANDUM OF AGREEMENT**

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

Re: Pacifica Treatment Centre / BCGEU (2012 to 2014)
Superior Benefits

It is agreed that the following provisions of the 1994 -1996 Collective Agreement shall be maintained:

15.1 Definition of Shifts and Shift Premiums - 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.

- | |
|--|
| <p>(a) <i>Identification of Shifts and Shifts Premiums</i></p> <p>(1) <i>Day Shift</i> – all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive.</p> <p>(2) <i>Afternoon Shift</i> - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive.</p> <p>(3) <i>Night Shift</i> - all hours worked on any shift which starts between 9:00 p.m. and 4:29 p.m. inclusive.</p> <p>(b) <i>Shift Premium</i></p> <ul style="list-style-type: none">➤ \$0.60 per hour for afternoon shift➤ \$0.70 per hour for night shift |
|--|

16.5 Sharing of Overtime

Overtime work shall be allocated equitably, considering availability and location of employees and type of work required to be performed.

18.1 Annual Vacation Entitlement

Effective July 1, 2013:

Employees hired before May 1, 2006 who are in their:

- | |
|--|
| <ul style="list-style-type: none">➤ Seventh vacation year in 2013 (hired in 2006) will move to the Collective Agreement provisions; |
|--|

- eighth or ninth vacation year in 2013 will retain the following vacation entitlement, but will not accrue additional entitlements until the levels under the Collective Agreement meet or exceed their current entitlement under this provision, at which time the Collective Agreement shall apply:

Eighth vacation year..... 21 work days
Ninth vacation year 22 work days;

- 10th or greater vacation year (hired in 2003 or before) will move to the Collective Agreement provisions.

e.g. If an employee is in their eighth vacation year in 2013, they will have 21 work days of vacation in 2013, and in their ninth year (2014) as well. In their 10th vacation year they will move to 24 work days of vacation per the Collective Agreement.

18.8 Vacation Leave on Retirement

An employee scheduled to retire or who has reached the mandatory retiring age shall be granted full vacation entitlement for the final calendar year of service, provided the employee has a minimum of 10 years' service seniority.

24.2 **Extended Health Care Plan** - The deductible amount of \$25 will be maintained.

24.5 Short Term Illness and Injury Plan/Long Term Illness Plan

The Employer will pay the full premiums and maintain the Benefit Plan agreed to by the Parties.

- (a) In any one calendar year a regular employee shall be entitled to a total of 12 days of paid sick leave. Regular part-time employees shall be entitled to paid sick leave on a pro rata basis.
- (b) The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of the return to duty in advance of that date.
- (c) Proof of sickness – Sick leave with pay is only payable because of sickness, and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

Appendix 3 – Work Units

1. Clerical
2. Counselling
3. Kitchen
4. Night Staff
5. Residential

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