

**ANNOTATED  
MEMORANDUM OF AGREEMENT**

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

Re: St Elizabeth Home Health Care/BCGEU (2012 to 2014)  
Superior Benefits – Former Community Home Support Service Society Employees

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It is agreed that the following provisions of the 1994 – 1996 Community Home Support Service Society Collective Agreement shall be maintained:

**Article 7(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 1<sup>st</sup> of each year of the total number of employees employed under this article, for the previous year.

**Seniority Units for the Purpose of Layoff and Recall**

The parties agree that there shall be six separate seniority units for the purposes of Layoff and Recall only for the duration of the Collective Agreement as follows:

1. Community Health Workers
2. Field Supervisors
3. Clerk I, II and III
4. Licensed Practical Nurses
5. Residential Care Workers and Day Program Workers; and
6. Group Home Managers.

## Memorandum of Agreement re Group Homes

### Article 7.1 Hours of Work

(a) A regular full-time employee is one who is regularly scheduled to work 40 hours per week on an ongoing basis.

### Article 15.2 Hours of Work

Regular part-time employees who have expressed a desire to work additional hours, in writing, shall be assigned to work additional hours by seniority and in sequential order in the following manner:

- (a) regular part-time employees employed at the group home requiring the additional hours;
- (b) regular part-time employees employed at other group homes; and
- (c) relief employees;

provided that the additional hours do not conflict with their regular schedule or create an overtime situation.

### Article 15.3 Hours of Work and Field Trips

The hours of work for each regular full-time employee covered by this agreement, inclusive of meal times, shall be eight hours per day, 40 hours per week, or an equivalent mutually agreed to by the Employer and the Union.

#### Field Trips

Employees who agree to participate in field trips which have a duration of more than 24 hours will be paid eight hours regular pay and be entitled to a paid day off in lieu for each 24 hour period that they are on a field trip.

## Memorandum of Agreement re: Field Supervisions & Office Staff

### Article 6 Modified Hours

Field Supervisors/Office Staff shall continue to work modified work hours.

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:

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Deb Wilson  
BCGEU

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Paul Lim

Date: July 16, 2013