

**ANNOTATED
MEMORANDUM OF AGREEMENT**

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

Re: Vancouver Island Health Authority – Greater Victoria Drug and Alcohol Rehabilitation Society)/ BCGEU (2012 to 2014)
Superior Benefits

It is agreed that the following provisions of the 1994 – 1997 Collective Agreement shall be maintained:

13.3 Severance Pay

Effective April 1, 2013 employees entitled to this provision shall have their accrued entitlement maintained, but the entitlement shall not increase thereafter. e.g. if an employee has nine years of service as of April 1, 2013 they will maintain the eight weeks' severance entitlement, but will not progress to 10 weeks when they surpass 10 years of service.

An employee on permanent appointment who is laid off pursuant to 13.1(a)(2) shall receive severance pay at the following rate:

<i>Service</i>	<i>Severance Pay</i>
One to two years.....	Two weeks
Two to three years.....	Four weeks
Three to six years.....	Six weeks
Six to 10 years.....	Eight weeks
More than 10 years.....	10 weeks

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.

- (a) *Identification of Shifts:*
- (1) day shift – 0700 to 1515;
 - (2) mid day shift – 1045 to 1900;
 - (3) afternoon shift - 1500 to 2315;
 - (4) night shift – 2300 to 715.
- (b) *Shift Premium* – Effective date of signing
- (1) \$0.65 per hour for afternoon shift;
 - (2) \$0.75 per hour for night shift
- (c) *Shift Premium Entitlement* – Employees will be paid a shift premium for all hours worked on

afternoon and night shift provided the majority of hours of he worked shift occur within the identification of shifts in 15.1(a)(3) – afternoon shift and 15.1(a)94) – night shift.

Note: Effective the first pay period after April 1, 2013 the premiums listed in (b)(1) and (2) will be \$0.10 for afternoon shift and \$0.20 for night shift.

Members working weekend shifts should receive \$0.25/hour in accordance with Article 27.16 Definition of Weekend Shift and Premiums

20.1 Sick Leave

Permanent Employees:

- (a) Permanent employees shall be covered by Article 20 upon completion of six months of actual service with the Employer.
- (b) Permanent employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Permanent employees unable to work because of illness or injury will be entitled to a benefit of 75% for a period of 120 calendar days.
- (d) The 76% benefit may be supplemented in quarter day increments by the use of sick leave credits under the old sick leave plan.
- (e) Employees will be required to sign a statement as to the nature of the illness or injury on the appropriate certificate if the absence does not exceed three working days. If the absence exceeds three working days, written confirmation from a duly qualified medical practitioner is required.
- (f) The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The e shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.
- (g) In no case shall sick leave for any one absence exceed a period of 120 calendardays. When the provisions of this plan have been exhausted, eligible employees have access to the Long term Disability Plan if they qualify.

20.2 Auxiliary Employees

- (a) Auxiliary employees shall be covered by Article 20.2 after completion of 1000 hours worked in a 12 month period.
- (b) Benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the straight time hours paid in the three month period immediately preceding absence due to illness or injury.
- (c) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid on the 15th day of illness.

(d) Auxiliary employees with accumulated sick leave credits under the old sick leave plan shall bank their sick leave credits and draw upon these credits to supplement their benefits when the waiting period has been reached.

(e) Subject to 20.2(c), full benefits will be reinstated:

(1) in the case of a new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of auxiliary seniority with the Employer.

(2) In the case of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 40 more hours of auxiliary seniority with the Employer.

(f) Auxiliary employees who complete 1,887 hours in a 15 months period qualify for sick benefits as outlined in Article 20.1. The amount of the benefit is to be based on the average of their preceding three months' earnings and this benefit can be supplemented by any banked sick leave credits.

31.6 Rest Break Facility

The Employer agrees to provide a designated rest area which is for the use of employees./ The Employer will also provide a clearly identified private washroom "*Employee Only Washroom Facility*".

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