

**ANNOTATED  
MEMORANDUM OF AGREEMENT**

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

Re: Vancouver Resource Society for the Physically Disabled / BCGEU (2012 to 2014)  
Superior Benefits

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It is agreed that the following provisions of the 1995 – 1998 Vancouver Resource Society for the Physically Disabled Collective Agreement shall be maintained:

**Article 18 – Sick Leave**

**18.1 Sick Leave Entitlement**

(a) Permanent employees working 32 or more hours per week who have successfully completed their probationary period are entitled to accumulated sick leave credits on the basis of four percent of their earnings each pay period following probation, as specified hereafter:

(1) Permanent part-time employees who work a minimum of 64 hours for six consecutive pay periods shall thereafter qualify for sick leave credits in any biweekly pay period that they work a minimum of 64 hours.

(2) Employees achieving the threshold of having worked a minimum of 64 hours for six consecutive biweekly pay periods shall be credited with sick leave credits retroactive to the beginning of their qualification period.

(3) Thereafter, if an employee who had qualified for sick leave credits works less than a minimum of 64 hours for four consecutive biweekly pay periods, the employee will lose entitlement to sick leave credits until he or she re-qualifies as per Sub-section (1) preceding.

(4) When during a biweekly pay period an employee is in receipt of weekly indemnity benefits, Workers' Compensation Board wage replacement benefits, on a paid statutory holiday, on paid vacation, on approved leave of absence of up to 20 shifts, or on maternity, paternity or adoption leave pursuant to Article 21, such leave(s) shall not be factored when calculating the disqualification period pursuant to Sub-section (3) preceding.

(b) Permanent live-in employees whose regularly scheduled shifts average a minimum of seven shifts per pay period are entitled to accumulate sick leave credits on the basis of four percent of their earnings each pay period following probation.

(c) Sick leave shall only be utilized when an illness prevents the employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.

(d) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness.

(e) Where it appears that employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation.

### **18.2 Sick Leave Plan Balance**

(a) In order to encourage employees to claim sick leave only as intended under this article, the Employer will permit employees to retain up to five days of sick leave credit for equivalent time off (ETO) at mutually agreed times, or for cash-out upon the employee's request (but no later than biennially).

(b) Days available for usage pursuant to Article 18.2(a) preceding are those in excess of a minimum balance of five unused sick leave days that must, unless otherwise used for bona fide sickness, be maintained as a credit at all times in the employee's personal sick leave bank.

### **18.3 Employee to Inform Employer**

The employee shall advise the supervisor or designated person in charge as soon as possible of his/her inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of his/her return to work.

Employees who are absent from work because of sickness shall contact their supervisor or designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.

It is agreed that longer notice is required for absences in excess of 30 consecutive calendar days.

### **18.4 Expiration of Sick Leave Credits**

The Employer shall inform employees, in writing, of their accumulated sick leave credits.

### **18.5 Probation Period**

During the probationary period, an employee is not entitled to accumulate personal sick leave or enrol in the Employer's weekly indemnity or long term disability plans. Upon completion of the probationary period, an employee will be entitled to commence earning sick leave credits and enrol in said plans.

### 18.6 UIC Premium reductions

The preceding sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further UIC premium reductions for eligible sick leave plans are attainable under the Unemployment Insurance Act.

**26.1 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) Employees working the evening or night shift shall receive a differential, as hereinafter defined, for the entire shift worked. The evening shift will be defined as any shift in which the major portion occurs between 1600 hours and 2400 hours, and the night shift will be defined as any shift in which the major portion occurs between 0000 hours and 0800 hours.

(b) Effective April 1, 1997 the shift premium shall be \$0.59.

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