

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

Re: Vancouver Coastal Health Authority - Vancouver Detox/ BCGEU (2012 to 2014)  
Superior Benefits

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The parties agree that the Vancouver/Richmond Health Board CUPE Local 15 Memorandum of Agreement provides for superior benefits applicable to the above-noted group of employees as outlined below.

Short Term Illness and Injury Plan.

**Part I - Short Term illness and Injury Plan**

1.1 Eligibility

(a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.

(b) Regular 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 anyone calendar year.

(c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$210 or the VIC maximum weekly sickness benefit, whichever is higher.

\* (d) (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave with pay up to 152 days for anyone claim in lieu of benefits as outlined in Section 1.2.

(2) Employer and employee contributions and deductions for Superannuation and Unemployment Insurance will be maintained at the pre-claim level of deductions based upon the average contribution level during the six pay periods immediately preceding the initial date of absence.

(3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the employee would receive if he/she had continued to work, the Employer will top up so there is no difference in net take home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

### **1.2 Short Term Plan Benefit**

(a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of 75% of pay for a period not to exceed seven months from date of absence, (Short Term Plan Period).

(b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Vacation entitlement.

### **1.3 Recurring Disabilities**

(a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond seven calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

### **1.4 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six consecutive scheduled days of work;

(3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

### **1.5 Integration With Other Disability Income**

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the 3 day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;

(c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;

(d) serving a prison sentence;

(e) on suspension without pay;

(f) on paid absence in the period immediately preceding retirement;

(g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

(l) educational leave;

(2) . general leave of absence not exceeding 30 days;

(3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven-month period remaining from the scheduled date of return- to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### **1.7 Employee to Inform Employer**

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 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.

### **1.8 Entitlement**

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

### **1.9 UIC Premium**

The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

### **1.10 Benefits Upon Layoff or Separation**

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section LI(c), U(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

#### **Schedule D Part 1**

##### **Compressed Work Week Conversion**

With respect to the Unions' proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers should be made in local discussions between the Employer and the Union. It is agreed, however, that arrangements for the conversion of fringe benefits from a five-day basis to a four-day week basis or to a nine-day fortnight basis shall be made in accordance with one or other of the attached formulas the details of which are set for in Appendix C below.

It is expressly agreed that the formulas which are to be included within all new agreements are to be based upon the principle that any adjustment from a five-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

#### **Appendix C – Principles Governing the Conversion of Employee Benefits in Cases of Introduction or Renewal of Compressed Work Weeks**

In the event that any of the parties to this MOA decide in local discussions to extend the existing conversion of, or to convert the work week if the employees staffing the whole or a part of an Employer's operations, from five working days to four working days per week or to nine working days per fortnight, it has been agreed that such employee's fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as  $260.89 \times \text{daily working hours}$  as per the five day work week; e.g.  $260.89 \times 7 = 1826.25$ , or  $260.89 \times 7.5 = 1956.675$
2. Basic annual public holiday hours shall be calculated as  $12 \times 7 = 84$ , or  $12 \times 7.5 = 90$
3. Account shall be taken of the difference in basic annual rest period allowances; e.g.  $52.178 \text{ weeks} \times 5 \text{ days} \times 15 \text{ minutes} = 65.22 \text{ hours}$  in the case of the standard five-day work week;  $52.178 \times 4 \times 15 \text{ minutes} = 52.18 \text{ hours}$  in the case of the four-day work week; and  $52.178 \times 4.5 \times 15 \text{ minutes} = 58.70 \text{ hours}$  in the case of the nine-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of times established by the parties pursuant to paragraph eight herein.
6. Annual Vacation entitlement and all credits for deferred vacation, supplementary vacation, sick leave benefits and gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous five-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph eight herein.

7. Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual holiday hours and less basic annual rest period allowances are to remain under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- a. Revert to a standard five-day week in any week when a public holiday occurs;
  - b. Change days off during any week when a public holiday occurs in order that each employee will work four days in any week of the year with the sole exception being when Christmas Day and Boxing day are observed in the same week in which case each employee will work three days in that week and five days in the immediately preceding week.
  - c. Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "C"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
  10. In the event any Employer and its respective Union wish to amend or continue existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

*Note: The calculations in #2 and #3 above have been adjusted to reflect current entitlements (2013) to Statutory Holidays and rest periods.*

## 5.2 Definition of Shifts and Shift Premium

Article 22 of the Facilities Collective Agreement will apply but, each premium will be reduced by \$0.55 per hour.

Effective as of the first pay period after April 1, 2013:

Employees working the evening shift shall be paid a shift differential of ~~95¢~~ 40¢ per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of ~~\$1.75~~ \$1.20 per hour for the entire shift worked.

An Employee shall be paid a weekend premium of ~~\$1.00~~ 45¢ per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and

12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

**Vacation Year:**

The vacation year will be the calendar year.

**Vacation When Retiring**

Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:

- If retiring prior to April 1<sup>st</sup>, they receive half of the usual annual vacation;
- If retiring April 1<sup>st</sup> or later, they receive the full annual vacation.

**Vacation Bank:**

Employees who have carried over vacation in excess of the 10 days provided in Article 18.5(a) will retain their carried over banks.

**10.9 Parental/Adoption Leave Extension**

An employee shall be entitled to an extension of up to 14 consecutive weeks without pay immediately following the parental leave.

**Job Sharing**

The following Letter of Understanding will continue:

The Employer and the Union agree that where a regular full-time employee wishes to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

I. General

Where a regular full-time employee wishes to share their full-time position with another employee and has received formal approval from the department head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

II. Procedure

1. A regular full-time employee shall apply in writing to their department head indicating the reason for the request including hours and days of the week the employee wishes to share and with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the Director of Personnel Services and the Union.
2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where an employee's request is approved and results in an acceptable job sharing arrangement, the General Manager, Human Resource Services shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement by the Employer and Union.
4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged

as a result of the job sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.

5. Were an employee's request is denied, the Union may request a meeting with the Department Head and General Manager of Human Resources to discuss the matter,

### III. Duration

1. Each job sharing arrangement shall be for a maximum period of one year unless extended by mutual agreement between the Employer and the Union.
2. A job sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided 30 calendar days' written notice has been served to the other parties, unless otherwise provided in the letter referred to in paragraph 1, 3. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon expiry or termination of the job sharing arrangement, the regular full-time employee shall revert to working in their position on a full-time basis under the terms and conditions applicable to regular full-time employees unless some other job sharing arrangement has been agreed upon.

### IV. Employees Status and Working Conditions

1. A regular full-time employee in a job sharing arrangement shall continue to maintain the status of a regular full-time employee during the period of time covered by the job sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a regular full-time employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for regular full-time employees in job sharing arrangements are as follows:
  - a. Wages shall be paid in accordance with the rate that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - b. Paid leave benefits such as public holidays, sick leave and gratuity shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - c. The employee's share of the premiums for health and welfare benefits, such as medical, extended health, dental and group life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated. The following shall apply to regular full-time employees:
  - a. Vacation Entitlement  
The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time in the job sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.
  - b. Supplementary Vacation  
Supplementary vacation shall not be prorated as a result of an employee participating in a job sharing arrangement.

c. Public Holidays

(I) Where an employee's normal hours of work are based on a five day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

(II) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.

(III) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the job sharing arrangement, whichever is the earlier.

d. Medical Services Plan, Extended Health, dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee unless otherwise modified by the April 01, 2001 to March 31, 2004 Collective Agreement. The employee shall pay the balance in order to maintain full coverage.

e. Sick Leave

For the period of the job sharing arrangement, the employee shall have sick leave and gratuity days credited on a proportionate basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

f. Superannuation

Where an employee is continuing to superannuation and enters a job sharing arrangement, the employee shall be required to continue making payments towards superannuation. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

g. Increments

A regular full-time employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a regular full-time employee in a similar classified position.

V. Auxiliary and Regular Part-time Employees

Auxiliary and/or regular part-time employees sharing a portion of a regular full-time position as a result of a job sharing arrangement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

VI. Termination

Either party may cancel this Letter of Understanding by providing at least 30 calendar days' written notice to the other party. Notwithstanding such cancellation all job sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

*Signed August 21, 2001*

### **Gratuity Leave**

Employees who, on January 1, 1999, have credits in their gratuity banks shall retain those credits.

An employee who has completed not less than three years of continuous service and is eligible for gratuity leave may be granted up to the number of gratuity days accumulated, PROVIDED HOWEVER THAT:

- (a) The minimum gratuity leave which shall be taken shall be five days and the maximum leave 20 days. Only one period of gratuity leave may be taken in a calendar year.
- (b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.

### **Payment in Cash**

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of three years' continuous service.

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: October 31, 2013

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