

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 – Sunshine Coast Home Support Society/ BCGEU
Superior Benefits (2012 to 2014)

It is agreed that the following provision of the 1994 – 1998 Sunshine Coast Home Support Service Society Collective Agreement shall be maintained:

12.1 Seniority Defined (Seniority Units)

The Employer shall operate three seniority units:

- Sechelt
- Gibsons
- Pender Harbour

Re: Office Staff

14.1 Layoff

The Employer shall have three work units:

1. Office Staff
2. Health Care Workers
3. Mental Health Workers

If a reduction in regular staff is necessary, employees shall be laid off in reverse order of seniority within a work unit, provided there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

Employees on layoff shall be recalled in order of seniority within a work unit, provided they are qualified to do the work available.

The recalled employee must indicate their intention to return to work within five days of receipt, by registered mail, of the recall notice. The employee shall return to work at a time suitable to the Employer, but not without consideration to the employee who may need to rearrange personal affairs.

The terms of this MOA are to be applied consistent with the terms of the Single Certification Agreement reached with Vancouver Coastal Health in 2006. The terms of the Single Certification Agreement shall prevail should there be any inconsistency or conflict between the terms of the two

MOAs.

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
HEABC

Date: October 7, 2013