

MEMORANDUM OF AGREEMENT

between

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

Re: AIDS Vancouver Island/BCGEU (2022 to 2025) Superior Benefits

It is agreed that the following provisions of the 1994-1996 AIDS Vancouver Island Collective Agreement, attached as Appendix "A", shall be maintained:

Article 14.4 (e) Rest and Meal Periods

Article 16.9 Alternate Religious Holiday

Article 25 Health & Welfare Plans:

The deductible amount of \$0 will be maintained.

Article 26.2 (b) Professional Development Leave

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.

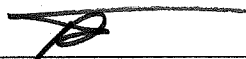
In the event of a dispute between the parties relating to the interpretation or application of the Memorandum of Agreement, Vince Ready shall, at the request of either party, act as a mediator/arbitrator. In this capacity, Vince Ready shall review the issues in the same context as the May 8, 1996 Industrial Inquiry Commissioner Report and Recommendations and subsequent melding decisions referred to above.

Signed on behalf of
BCGEU:



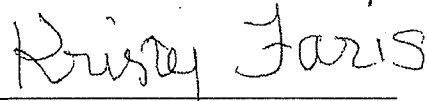
Chad Blackey

Signed on behalf of the
CBA:



Richard Tones

Signed on behalf of
HEABC:



Kristy Faris

Jan. 23. 2024

Date

FEB 5/2024

Date

January 12, 2024

Date

Appendix "A"

Article 14.4(e) Rest and Meal Periods

~~14.4~~ Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (1/2) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.
- (d) An employee who has been designated by the Employer to be available for work during her meal period will receive pay for the meal period at straight-time rates.
- (e) Employees may combine the rest period(s) with the one-half (1/2) hour meal period for a break of no longer than one (1) hour.

Article 16.9 Alternate Religious Holiday

~~16.9~~ Alternate Religious Holiday

An employee who is a practitioner of a recognized faith other than Christianity may designate an alternate paid holiday in replacement of any of Good Friday, Easter Monday, and/or Christmas Day, or may designate such alternate holiday in addition to the above paid holidays at the discretion of the Executive Director, subject to the provisions below:

- 1) Any such days sought to be designated pursuant to the above must be identified, explained, and declared by the employee in order to be considered;
- 2) should an employee be approved for an alternate designated paid holiday, no premium pay shall be payable to her on any of the regular paid holidays being replaced that she may work as a consequence;
- 3) An employee designated an alternate paid holiday pursuant to the above will receive the entitlements of clauses 16.1, 16.4 and 16.5; and
- 4) Replacement staff working for an absent employee off on an approved alternate designated holiday shall not be entitled to any premium pay for working the alternate holiday.

Article 25 Health & Welfare Plans

ARTICLE 25 - HEALTH AND WELFARE PLANS

The Employer will continue to arrange for the provision of benefits as are currently provided (see below). The Employer's responsibility is limited to securing the same benefits from an insurance carrier, and any disputes over the entitlement to benefits are a matter between the employee and the carrier. The following benefits will continue to be purchased by the Employer:

- 1) **Medical Services Plan** - eligible employees and dependents shall be covered by the Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer will pay fifty percent (50%) of the premium.
- 2) **Dental Plan** - eligible employees and dependents shall have the benefit of a plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), fifty percent (50%) of the costs of the major plan (Plan B), and fifty percent (50%) of the costs of the orthodontic plan (Plan C) up to a lifetime maximum of fifteen hundred dollars (\$1,500) per patient, with no run-offs for claims after termination of employment. The Employer will pay one hundred percent (100%) of the premium.

The dental plan will cover employees and dependents provided they are not enrolled in another comparable.

- 3) **Extended Health Care Plan** - The Employer will pay one hundred percent (100%) of the premium.

The extended health care plan will cover employees and dependents provided they are not enrolled in another comparable.

- 4) **Group Life Insurance** - eligible employees shall have the benefit of a plan providing for one (1) times annual earnings up to a maximum of twenty-five thousand dollars (\$25,000), to be reduced by fifty percent (50%) at age 65, where employment continues past this age, and terminating at age 70. The plan will include coverage for accidental death and dismemberment. The Employer will pay one hundred percent (100%) of the premium.
- 5) **Long Term Disability** - eligible employees shall have the benefit of a plan providing for two-thirds (2/3) salary continuation to a maximum of three thousand per month (\$3,000/mo.) until age 65 in the event of a disability. The Employer will pay one hundred percent (100%) of the premium.

Coverage under the Health and Welfare benefits shall apply to regular full-time and part-time employees who are regularly scheduled to work fifteen (15) hours or more per week on an ongoing basis, and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

Article 26.2(b) Professional Development Leave

26.2 Professional Development Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Professional Development Leave, upon completion of the leave she will return to her former position.