ANNOTATED
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 (2012 to 2014)
Superior Benefits

It is agreed that the following provisions of the 1994 – 1996 AIDS Vancouver Island Collective Agreement shall be maintained:

Article 14.4 (e) Rest and Meal Periods

Employees may combine the rest period(s) with the one-half hour meal period for a break of no longer than one hour.

Article 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 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 - The deductible amount of $0 will be maintained.

Article 26.2 Professional Development

(b) When an employee goes on approved Education Leave, upon completion of the leave she will return to her former position

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:

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Deb Wilson
BCGEU

Signed on Behalf of HEABC:

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Paul Lim

Date: July 16, 2013

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