

RATIFICATION DOCUMENT



THE SALVATION ARMY HARBOUR LIGHT

AND

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

E&OE

Your union bargaining committee brought forward all of the issues that members raised and asked us to prioritize. We know from talking with members that there are number of significant issues that affect your work. We addressed some of those things in this round of bargaining and we have a plan on how to deal with those things we could not address when members ratify a renewal agreement.

In our membership meetings on July 24, the bargaining committee came to members to talk about the Employer's last offer, why we decided to go to mediation and what we thought we might achieve in mediation. We also listened to members' feedback and answered questions. We knew going into mediation that we would try our best to do better and use the mediator at the Labour Board to help us get there.

After a full day of mediation, we reached a tentative agreement. The bargaining committee supports the mediator's recommendations to accept the tentative agreement.

We acknowledge that you deserve more for the work that you do, we believe that this was the best that we could achieve with the help of a mediator, and now it is time for members to vote.

This ratification document provides details on the language changes agreed to before mediation, which is referred to in the mediator's recommendations. (See attached.)

Comments on why we agreed to changes are in italics, and changes to the language in the agreement are bolded and underlined.

Language Changes

Update legislative changes to Clause 20.3 (Compassionate Care Leave) and Article 21 – Pregnancy, Parental and Adoption Leave. *This includes more time off for members who have to provide care for terminally ill family members and for members on parental leave.*

Change to this language only reflects what is currently in practice with your benefit provider, and does not reflect a change in entitlement.

ARTICLE 20 – SPECIAL AND OTHER LEAVE

20.6 Benefits on Leave of Absence

Unless otherwise specified, benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Clause 2.10 - Time Off for Union Business shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement **for the first complete month of their absence,** by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. **Coverage for unpaid leaves of absence under this article will cease thereafter but may be reinstated upon return to active duty.** Any amount owing at time of termination for health care premiums during a leave of absence will be deducted from an employee's final pay.

The following changes are housekeeping and do not reflect a change in entitlement.

ARTICLE 24 – HEALTH AND WELFARE

24.2 Extended Health, Dental and Group Life Benefits

(a) The current practice of the Employer with regard to the Extended Health Care Plan, Dental Plan, Group Life Insurance Plan and Accidental Death & Dismemberment Plan **is** outlined in "Taking Care – The Salvation Army Employee Benefit Plan" booklet ~~(15-03-01)~~ **(November 2017)**

The following change contradicts Clause 11.4 (b). We agreed to keep better language.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.5 Substitution Pay

(a) to (c) – Maintain Current Language

~~(d) — An employee temporarily substituting in an excluded position shall be paid the rate for that position. The substituting employee shall maintain all rights under the collective agreement for a maximum period of three months.~~

The bargaining committee talked about the issue of staffing shortages and the parties agreed that one of the ways to address shortages is to have a reliable casual pool. The following changes will help keep the causal pool accountable and available for shifts. We also agreed to clarify what a "block" means for the purpose of filling casual shifts.

ARTICLE 29 – CASUAL EMPLOYEES

29.5 Casual Call-in

(a) Casual vacancies shall be filled in the following order:

- (1) Short call shifts (two hours or less notice, including the first shift of a block), will be filled at the discretion of the Employer;
- (2) Regular part-time employees in accordance with Clause 14.3(b) - Hours of Work;
- (3) Casual employees in order of seniority.

(b) For the purpose of call-in, "blocks" is defined as two or more consecutive available shifts. Blocks will be offered in order of seniority as outlined in (a) above. Part-time employees can break a block more than once based on their availability and in accordance with 14.3 (b). Casuals cannot break a block of work unless there are no casuals available to take the block.

~~(c)~~ Part-time and/or casual employees who are already scheduled for work on the day of the casual vacancy are deemed unavailable for that vacancy. Part-time and/or casual employees who are scheduled to work within 16 hours of the end of the available shift shall not be offered that shift until after it has been offered to all other eligible employees.

(ed) Any dispute regarding a casual shift on a posted schedule must be brought to the Employer's attention within seven days of the schedule being posted.

(de) Each department shall maintain a call-in book for the purpose of recording unscheduled absences from duty and the replacement of personnel. The call-in book shall show:

- (1) the date and time an employee reported his/her inability to work;
- (2) the shift he/she was unable to work;
- (3) the employees called to fill the shift;
- (4) the time of the calls;
- (5) the outcome of each call (accepted, declined, no answer, message left); and
- (6) the name of the person making the calls.

(f) For calls, the telephone will be permitted to ring six times or until voicemail is reached. In the event of a busy signal or voice mail the next employee on the list will be called. If the employee calls back within 10 minutes and the shift has not been assigned, they will be assigned the shift. If the employee calls back within 10 minutes and the shift has been assigned, it will not be considered a refusal. If an unanswered call is not returned within the hour, it will be considered a refusal.

(eg) If a call is not answered after six rings, the caller shall move to the next available employee. If an answering machine is reached or someone is available to take a message, the caller shall leave a message and then proceed down the list.

(fh) If an employee returns a call from a message left and the shift remains unfilled, it shall be offered to him/her. If the shift has already been filled, the employee shall be told that the shift is no longer available.

(gi) A seniority list for part-time and casual employees shall be posted and provided to the stewards and the Union quarterly in March, June, September and December.

(hj) Should a dispute arise from the casual call-in, the Employer agrees that access to the call-in records shall be given to a union representative.

29.6 Casual Availability

(a) All casual employees shall receive a letter of appointment upon recruitment clearly confirming their employment status. This letter shall confirm a phone number at which to be contacted for casual work, as well as the casual employee's days and hours of availability for work of a casual nature, **which should include at minimum availability for statutory holidays and 180 hours over any fixed 12-month period (an average of additional two shifts per months).** Employees will be contacted and scheduled based on seniority and the documented availability on file.

(b) Within a month of ratification, casual availability shall be confirmed for current employees and include a minimum requirement over any fixed 12-month period. Except where the Employer and the casual employee mutually agree, the update shall require that the casual employee work a minimum of 180 hours and six of the statutory holidays over any fixed 12-month period.

(c) Except where a casual employee can demonstrate bona fide reason(s), the casual employee's name shall be removed from the casual list and his/her employment will end, if he/she fails to work the

identified minimum number of hours outlined in (a) above. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12-month period.

(d) Mid-way through the 12-month period, a casual employee who has worked fewer than the minimum hours outlined in (a) above, will be notified of the number of casual hours worked.

(be) Casual employees are accountable for keeping their availability and contact information current. Casual employees may make themselves unavailable for up to three weeks to take unpaid vacation or for other extended periods if circumstances warrant (e.g. pregnancy, jury duty, bereavement). Requests for and approval of such unavailability periods shall be in writing.

(ef) If a casual employee refuses a shift for which they have submitted availability more than twice in a calendar month, ~~for any two calendar months within one calendar year~~, without exceptional circumstances, he/she will be deemed to have resigned and their name removed from the casual register. The part-time employee's name will be removed from the casual register.

(dg) If a casual employee cancels an accepted shift two ~~more than three~~ times per quarter, without exceptional circumstances, he/she will be deemed to have resigned and their name removed from the casual register. The part-time employee's name will be removed from the casual register.

Change to this language only reflects what is currently in practice does not reflect a change in entitlement.

29.7 Transfer to Casual Status

(a) to (b) – Maintain Current Language

(d) Regular employees whose requests to transfer to casual status have been approved shall be entitled to only such benefits as are available to casual employees. Such employees shall maintain all benefits to the date of the transfer, and shall continue to accrue seniority with no break in service. Accrued unused vacation, banked overtime and banked stat hours shall be paid out upon transfer to casual status. Accrued sick leave credits will be frozen pending return to regular or temporary status.