

**BCGEU and Well Being Services (GSV) Ltd.  
Memorandum of Settlement – 2021**

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**Memorandum of Settlement  
(Tentative Agreement)**

**Between**

**Well Being Services (GSV) Ltd. (Employer)**

**And**

**British Columbia Government and Service Employees' Union (Union)**

**Regarding the renewal of the collective agreement between the parties  
that expired July 31, 2019**

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The following represents a full and final settlement to the renewal of the collective agreement. Any and all proposals are deemed withdrawn.

**General Agreement – Recommendation of Ratification**

The Union agrees to recommend ratification of this tentative agreement to the membership.

**General Agreement – Effective Dates**

The parties agree that all changes are effective at 12:01 am on the day following ratification unless otherwise stated in this settlement and will be in effect until October 31, 2021.

**Amend Agreement Language to be Gender Neutral:**

The collective agreement shall be amended to include only gender neutral language. Any such change shall not change the meaning or interpretation of language.

The Union further proposes to add “gender expression” to Article 1.4 (b) (2) to explicitly reflect the *B.C. Human Rights Code*.

**Amend Agreement to Incorporate BCGEU Formatting Standards:**

Upon reaching a tentative agreement the BCGEU shall draft an amended copy of the agreement updated with the latest formatting standards. Any such change shall not change the meaning or interpretation of language. The Union shall provide the Employer with a draft copy identifying formatting changes and the Employer shall have a veto on any such change.

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**Amend Agreement to reflect the end of MSP:**

All references to the Medical Services Plan shall be removed from the agreement as the plan ceases on December 31, 2019. The parties agree that the current language will continue until that date, however, it is no longer necessary to have it remain in the agreement for the few short months it remains.

**Replace Article 2.1 as follows:**

**The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees of Well Being Services (GSV) Ltd. In the province of British Columbia excluding Graduate Nurses.**

*(Explanatory Note – Upon ratification the union will make application to the Labour Relations Board of BC to update the certification.)*

**Amend Article 2.4 (e) as follows:**

(e) Long-term absence without pay or benefits shall be granted to employees designated by the Union to transact union business for specific periods. Such requests shall be made in writing. Employees granted such leave of absence shall retain all rights and privileges with no loss of seniority accumulated prior to obtaining such leave. Long-term leave of absence without pay and benefits and without loss of seniority shall be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of three years;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.**

**Amend Article 7.4 (b) as follows:**

(b) The Joint Committee shall meet quarterly or at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. **Employees shall not be required to sacrifice or interrupt a rest or meal period to attend meetings of the Committee.**

**Amend Article 8.3**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4 - Step 2, must do so not later than:

- (a) **30** ~~21~~ days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or

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(b) ~~30~~ 21 days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

**Add Article 12.1 (g):**

**(g) A regular employee that is the successful applicant on a posting shall be moved to the new department or shift schedule within four weeks of being awarded the position, subject to operational requirements.**

**Amend Article 12.2 as follows:**

**12.2 Selection Criteria**

**(a) The successful applicant will be determined on the basis of four equally weighted factors: Qualifications & Education, Knowledge & Skills, Efficiency & Abilities, and Seniority. Where two or more employees are within 10% of each other overall, seniority shall be the determining factor.**

(b) Union Observer: The President of the Union or his/her designate may, upon an applicant's request to the Union, shall sit as an observer on a selection committee for posted positions within the bargaining unit **including when the committee is making their determination**. The observer will be a disinterested party.

**Amend Article 15.3**

**15.3 Scheduling**

(a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.

(b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15 – Hours of Work.

(c) There shall be no split shifts.

(d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four hours pay at his/her regular rate of pay if he/she commences work.

(e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of seven days' advance notice in writing is given and there is no increase in cost to the Employer.

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(f) Where regularly scheduled shifts are scheduled so that there are not eight clear hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

(g) ~~Following the implementation of the five on two off, five on three off rotation, rotations will only be changed after consultation with the Union and employees, using the following process:~~

~~(1) The Employer will advise the Union in writing of its desire to change a shift rotation. The written notice will contain the details of the proposed change, the reasons for and anticipated benefits of the proposed change, the classification(s) affected, and a list of the employees who would be impacted by the change.~~

~~(2) The Union will meet with the affected employees to advise them of the Employer's proposal, to discuss the proposed change and its' implications, possible alternatives to the proposed change and to select a committee to represent the affected employees in further discussions with the Employer.~~

~~(3) The Employer, Union and Committee will meet to discuss the proposed change and alternatives that may be acceptable to both parties.~~

~~(4) Any change to a rotation will be in writing and will include the details of the new rotation including the initial shift schedule.~~

**(g) There are three agreed to shift patterns and employees will be scheduled to work the same shift on an ongoing basis, i.e. all days, all evenings, all nights. The three agreed to patterns are as follows:**

**(1) 4 on – 2 off (7.5 hour shifts) totaling 1800 hours in a 360 day cycle.**

**(2) 5 on – 2 off, 5 on – 3 off (7.5 hour shifts) totaling 1800 hours in a 360 day cycle.**

**(3) 4 on – 4 off (10 hour shifts) totaling 1800 hours in a 360 day cycle.**

~~(h) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:~~ **In the event the employer determines a need to materially alter an agreed to shift pattern, move a group of employees from one pattern to another, or to introduce a new shift pattern they shall do so with 30 days written notice to the employees and the President or their designate. Any proposed shift pattern shall be subject to the following:**

**(1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and**

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(2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees.

**(3) If the Union determines the new or altered shift pattern is inconsistent with (1) or (2) above, the collective agreement, or other agreement between the parties they may initiate a grievance at Step 3 as outlined in Article 8.5. Timelines may be extended by mutual agreement.**

~~(i) Employees will be scheduled to work the same shift on an ongoing basis, i.e. all days, all evenings, all nights. (moved to (g) above)~~

**Add Article 15.3 (i) and Article 29 (tbd)**

**(i) An employee scheduled to work a shift shall inform the Employer if they reasonably anticipate they will be late in attending a shift. The Employer is entitled to call out the shift if an employee fails to arrive 30 minutes after the shift was scheduled to commence and the employee has not contacted the Employer. If this occurs and the employee arrives after the call out, the Employer may send the employee home without compensation for the shift. The Employee will be given an opportunity to demonstrate there was no reasonable opportunity to inform the Employer of their late arrival.**

**Amend Article 15.4 – Shift Differential**

**Add 15.4 (d)**

**(d) \$1.00, in addition to premiums (a), (b), and (c), for all hours Cook 2 classifications work on the weekend referenced in (c) when no supervisor or manager is on shift.**

**Amend 16.10**

**Amend 16.10 (a)**

~~(a) When overtime is required, the Employer will offer available overtime in order of seniority as follows:~~ **of four hours or more to qualified employees based on seniority considering their availability and location.**

~~(1) First to full time employees, then~~

~~(2) To part time employees, and~~

~~(3) Finally to casual employees.~~

**Amend 16.10 (b)**

**(b) In order to be called for available overtime and employee must, when placing their availability, notify the Employer, in writing, of their desire to work overtime by the 15<sup>th</sup> day of**

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**each month for the following month.** If an employee does not provide written notification they will not be called for overtime, **except at the Employer's discretion.**

**Add new 16.10 (c)**

**(c) Overtime hours will be offered to employees only if:**

- (1) The employee has submitted their availability for overtime work;**
- (2) They have the capability to perform the work; and**
- (3) Are willing to work all necessary hours that the work is available.**

**Renumber previous 16.10 (c) as (d)**

**Add new 16.10 (e)**

**(e) The employer has the right to minimize the cost of overtime hours.**

**Replace Article 17.2**

**17.2 Scheduling of Paid Holidays**

**(a) Employees will be paid an additional days pay in each pay period that a paid holiday occurs except New Year's Day and Family Day which are designated as 'floating holidays' as defined in (b) below.**

**(b) For New Year's Day and Family Day, the two 'floating holidays', shall be scheduled as time off from work with pay by mutual agreement. They shall be pro-rated for part-time employees and for casual employees who post into a regular position during the calendar year.**

**Amend Article 18.1 (a)**

Include the addition of 21 days (8.4%) after 17 years and 22 days (8.8%) after 20 years.

**New Article 18.1 (e)**

**(e) Employees accrue vacation on all straight time paid hours, including but not limited to, vacation, union leave, and paid leave taken under Article 21. Also, vacation accrues on hours worked on a paid holiday that is not overtime and while in receipt of Worksafe wage loss as per Article 20.2 (b).**

**Amend Article 18.5**

**18.5 Vacation Schedules**

**(a) Employees shall submit their vacation request to their supervisor on or before:**

- (1) November 1 for the period of January ~~January~~ February 1 through April 30 May 31; and**

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(2) March 1 for the period of ~~May~~ **June** 1 through ~~December~~ **January** 31

(b) through (d) shall maintain current language

**(e) Subsequent vacation requests outside of the semiannual vacation selection made 30 calendar days in advance shall not be unreasonably withheld. Subsequent vacation requests that are not made 30 calendar days in advance are subject to operational requirements.**

**Amend Article 19.1 (a)**

Increase the number of sick leave hours to 52.5.

**Amend Article 19.2**

**19.2 Employee to Inform Employer**

(a) The employee shall advise the General Manager or designate prior to the start of her next shift, or as soon as possible, of her inability to report to work because of sickness or injury and the probable date of her return to work.

(b) Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent for a period in excess of 30 consecutive days. **This notice is to ensure that the Employer can reasonably prepare for the employee's return and limit the impact on schedules and relief staff.**

(c) Employees may be required to prove fitness to return to work, prior to actually returning to work.

**(d) During an absence due to illness or injury, it is the employee's responsibility to ensure the Employer is aware of their current prognosis of return to work or their next date of re-evaluation.**

**(e) Employees that are absent from work due to an illness or injury that can pose a health risk to other employees or residents, such as a communicable illness, must inform the Employer at the earliest opportunity and prior to attending the worksite.**

**Amend Article 19.4**

During the probationary period, an employee is not entitled to **paid** sick leave **outlined in this article**. Upon completion of the probationary period, and employee will be credited with sick leave credits accumulated during the probationary period.

*(Explanatory Note: This does not materially change the language of the agreement and instead clarifies that probationary employees can be on unpaid sick leave)*

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**Amend Article 25.1 (a)**

Article 25.1 (a) shall be amended to reflect at date and plan number consistent with the most current agreed to plan.

**Add 21.7 – Leave for Political Office**

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority for employees to seek election in a municipal, provincial, federal, First Nation, Métis, or Inuit election for a period of 90 days.

Employees successfully elected to a public office shall be granted leave without pay and without loss of seniority for a maximum period of five years.

**Replace 21.6 Compassionate Care Leave**

For article 21.6 Compassionate Care Leave and 21.9 Critical Illness or Injury Leave, “family member” is defined as per the *Family Member Regulations* of the *Employment Standards Act*.

(a) An employee is entitled to up to 27 weeks of unpaid leave to provide care and support for a family member who has a significant risk of death within the next 26 weeks.

(b) The Employer may request a medical certificate stating the family member is in serious risk of death within 26 weeks or another prescribed period.

(c) The employee may extend the leave if the family member does not die within the leave period if they obtain a new medical certificate.

**Add 21.8 Family Responsibility Leave**

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

(a) the care, health or education of a child (as defined by the Employment Standards Branch) in the employee's care, or

(b) the care or health of any other member of the employee's immediate family.

**Add 21.9 Critical Injury Leave**

(a) An employee is entitled to unpaid leave to care and support a family member whose health has significantly changed and the life of the family member is at risk as a result of an illness or injury, and who can be cared for by a non-medical professional. The length of the leave shall be:



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- (1) up to 36 weeks for a family member 19 years or younger at the start of the leave,  
or  
(2) up to 16 weeks for a family member over 19 years.

(b) The Employer may request a medical certificate stating the family member's health has significantly changed, that they can be cared for by a non-medical professional, and the expected duration of the leave period.

(c) The employee may extend the leave if the family member remains at risk due to the illness or injury at the end of the leave period by obtaining a new medical certificate.

**Add 22.10 Domestic or Sexual Violence Leave**

**22.10 Domestic or Sexual Violence Leave**

(a) Employees are entitled to the provisions of the *Employment Standards Act* in cases of domestic or sexual violence.

(b) Domestic or sexual violence is defined as "an act of abuse between an individual and a current or former partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual who is related to the individual by blood, marriage, foster care, or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control or a threat or attempt to do an act described in this article."

(c) Such a leave or accommodation can be for the purpose of seeking medical attention, counselling or other social or psychological services, to seek legal advice or assistance, or to seek new housing.

*(Explanatory Note: This would include any paid leave that the Employer would be compelled to pay related to the pending amendment to the Employment Standards Act currently before the legislature.)*

**Amend title of the Article 22:**

Change the title of the article to Maternity, **Parental** and Adoption Leave

**Amend 22.1 Maternity Leave**

(a) A pregnant employee who requests leave under this article is entitled to up to 17 weeks of unpaid leave:

- (1) Beginning
  - (i) no earlier than ~~11~~ **13** weeks before the expected birth date, and
  - (ii) no later than the actual birth date.
- (2) Ending **no later than 17 weeks after the leave begins.**

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- ~~(i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period, and~~
- ~~(ii) no later than 17 weeks after the actual birth date.~~

**Amend 22.2 Parental Leave**

(a) An employee who requests parental leave under this article is entitled to:

(1) for a birth mother who takes leave under Clause - 22.1 Maternity Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to ~~35~~ **61** consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause - 22.1 Maternity Leave unless the Employer and the employee agree otherwise;

(2) for an **employee** ~~birth mother~~ who does not take leave under Clause - 22.1 Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to ~~37~~ **62** consecutive weeks of unpaid leave beginning after the child's birth and within ~~52~~ **78** weeks after that event;

~~(3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; and~~

(3) for an adopting parent, up to ~~37~~ **62** consecutive weeks beginning within ~~52~~ **78** weeks after the child is placed with the parent.

**Amend Article 25.6**

Include the following language: The Employer agrees to notify the Union at the Joint Labour/Management Committee of any rate increases to the plan prior to implementation and to provide an explanation of the rate increase.

**Amend Article 26.1 – Paydays as follows:**

**26.1 Paydays**

(a) Employees shall be paid biweekly. The Employer agrees to provide 30 days' notice of a change in the designated payday.

(b) The distribution of paycheque stubs shall be as per current practices. The Employer shall ensure that the distribution of paycheque stubs is done in a confidential manner.

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**(c) The Employer shall display all accrued sick leave, vacation accrued (and available), and overtime (all referenced in an amount of time) on each paycheque stub.**

**Amend Article 26.4 (c) as follows:**

(c) An employee using her personal vehicle in the performance of the Employer's business shall be reimbursed at the rate of ~~50¢~~ **\$0.58** for all kilometres travelled while performing such business.

**Amend Article 29.3**

**29.3 Call-In Procedure**

(a) through (i) shall maintain current language

**(j) A casual employee who has already accepted a shift on a workday is not eligible for further call outs on that workday.**

**Move MOA #1 – Contracting Out into Article 28 and renumber MOA's accordingly**

**28.7 Contracting Out**

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees in the bargaining unit.

**Amend Appendix A**

GSV Wage Table		Old Rate 1-Aug-18	New Rate Date of Rat
Support	Start	\$13.92	\$17.00
	1830	\$14.13	\$17.25
	3660	\$14.36	\$17.50
	5490		\$17.75
	7320		\$18.00
Cook	Start	\$19.48	\$21.00
	1830	\$19.79	\$21.40
	3660	\$20.10	\$21.70
	5490		\$22.00
	7320		\$22.40
RCA	Start	\$19.52	\$21.00
	1830	\$19.83	\$21.75

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	3660	\$20.11	\$22.25
	5490		\$23.00
	7320		\$24.00

Rec	Start	\$20.37	\$21.75
	1830	\$20.68	\$22.25
	3660	\$20.99	\$22.50
	5490		\$22.90
	7320		\$23.30

LPN	Start	\$24.90	\$28.00
	1830	\$25.27	\$28.50
	3660	\$25.66	\$29.00
	5490		\$29.50
	7320		\$30.00

**Retroactive Lump Sum**

**Each employee will receive a lump sum payment equal to \$0.60 per hours for all hours worked from the date of expiry until the date government funded wage levelling was applied.**

**Renew MOA #2 and renumber it MOA #1**

**New MOA #2**

**Re: BC Target Benefit Pension Plan**

**Upon ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.**

**As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan.**

**Eligibility**

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Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees and casual employees who have completed at least 24 months of continuous employment and earning at least 35% of the YMPE in each of two consecutive calendar years. For new and existing employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.

### Contributions

The Employer's contribution rate shall be the percentage of each employee's gross earnings as shown below. The Employer shall also deduct the required percentage of gross earnings, from each eligible employee's gross earnings, and remit that amount together with the Employer's required contribution on behalf of each employee to the BC Target Benefit Pension Plan. Employees may, at their own discretion, make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan by advising the Employer in writing of their desire to do so. The Employer shall deduct any such voluntary contributions from the employee's gross earnings and submit them with the required contributions to the BC Target Benefit Pension Plan.

### Remittance of Contributions

1) All Employer and employee required contributions shall be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the applicable Provincial Legislation.

2) The pension remittance report shall be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.

3) The information will be provided as follows:

- (i) SIN
- (ii) Name
- (iii) Employee contribution amount
- (iv) Employer contribution amount
- (v) Employee Voluntary contribution amount

If the Employer's application to the BC Target Benefit Pension Plan is not successful, the Employer will establish a Group RRSP within 60 calendar days. The eligibility and contribution provisions set out below will apply to the Group RRSP.

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**The Pension Plan will be implemented no later than July 1, 2020 subject only to plan rules. Contributions to the Pension Plan for both employee and employer will be %2 effective from the date of implementation of the plan.**

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

April 6, 2021

Well Being Services (GSV) Ltd. Negotiator  
Sean Steele

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Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

April 6, 2021

BCGEU Staff Representative  
Richard Tones

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