

# news on BARGAINING

PLEASE POST



Date: January 29, 2018

To: All Members at Well Being Services (GSV) Ltd. (Guildford Seniors Village)

## TENTATIVE RENEWAL AGREEMENT REACHED

I am pleased to advise you that your bargaining committee reached a tentative renewal collective agreement on your behalf after meeting with the Mediator and Employer on January 26, 2018. The Mediator made recommendations to the parties that both your bargaining committee and the Employer have accepted. The details of the tentative settlement are attached to this bulletin for your reference. Please review it carefully and bring any questions you have to the ratification vote that is scheduled for Wednesday, February 7<sup>th</sup> at the worksite. Your bargaining committee and BCGEU Staff Negotiator will be present to give you any explanations you need.

## RATIFICATION MEETING SCHEDULED

**Date:** Wednesday, February 7, 2018  
**Location:** Well Being Services (GSV), in the Lunchroom  
**Time:** 7:00 a.m. – 4:00 p.m.

*Your committee is recommending acceptance of the tentative agreement.*

Every vote matters so please take the time to come to talk to the bargaining committee and cast your ballot!

In solidarity

Deb Wilson  
Staff Representative , Negotiations

Mila Huego  
Bargaining Committee Chairperson

Ana Canessa  
Bargaining Committee Member

Avtar Bharaj  
Bargaining Committee Member

cc: Sherry Ogasawara, Vice President Health Services  
Binny Sivia, Local 404 Chairperson  
Cheryl Prowse, Staff Representative  
Doug Dykens, Director  
Brent Camilleri, Coordinator, Negotiations

MoveUP  
FA-614

In this document:

- any words that are struck-through (~~struck-through~~) are to be deleted from the collective agreement.
  - Words shown as underlined and yellow (**insert**) are to be inserted into the collective agreement.
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***Housekeeping changes do not change your entitlements under the collective agreement – they are to correct errors or misspellings***

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### **Housekeeping changes:**

1. BCGEU Collective Agreement formatting standards will be used
2. Add Article & Clause titles throughout Collective Agreement
3. **13.7 Advance Notice and/or Severance**

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

- (a) Regular Full-Time Employees
  - (1) Less than five years' service – 28 calendar days' notice ~~or regular pay~~ or regular pay for 20 workdays;
  - (2) – (3) & (b) no change

***The changes to 1.4 are intended to ensure that bullying and psychological harassment are both included in your protection against harassment. Your rights under the Human Rights Code are unchanged and are now found in (b)(2)***

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### **1.4 Personal and Psychological Harassment**

- (a) ~~The Union and the Employer recognize the right of employees to work in an environment free from harassment.~~
- (b) ~~"Harassment" is defined as deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.~~
- (c) ~~The parties agree to exercise their rights and obligations under this article in a manner which fosters and promotes a positive working environment.~~

**(a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.**

**(b) Personal and psychological harassment means objectionable conduct that:**

- (1) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or to be humiliated or intimidated; or**
- (2) is discriminatory behaviour based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity that causes substantial distress; or**
- (3) is serious inappropriate conduct by a person that serves no legitimate work related purpose; and**
- (4) is repeated or persistent or may be a single serious incident.**

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*1.6 Complaints Procedure: again we've included personal and psychological harassment in addition to discriminatory and sexual harassment to this procedure. You can file a complaint through either the Union or the employer and are encouraged to ensure that if you file a complaint to the employer you at least copy it to the Union.*

*If you make a complaint that is found to be false or vindictive you could face discipline. If the complaint was made in good faith but found to be unsubstantiated you should have no negative repercussions*

*The employer has the right to give you direction and to supervise you without it being considered harassment. However, they must apply the same level of expectation evenly and not hold one person to a different or higher standard than others.*

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## 1.6 Complaints Procedure

In the case of a complaint of harassment **personal, psychological** or sexual harassment, pursuant to Clauses 1.4 **Personal and Psychological Harassment** and 1.5 **Sexual harassment** above, the following procedure shall apply:

- (a) **An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union, within three calendar months of the latest alleged occurrence, an employee shall issue her complaint, in writing, to the General Manager or designate or to the Union. The General Manager or designate or the Union shall advise the other party within five working days of the receipt of a complaint of harassment **personal, psychological** or sexual harassment.**
- (b) The General Manager or designate shall complete an investigation, within 21 days of receipt of the written complaint. The General Manager or designate shall notify the Union, in writing, of the results of the investigation and the action to be taken.
- (c) If the complaint involves the General Manager or designate, the employee will register the complaint, in writing, to the Regional Manager. The Regional Manager will investigate the complaint and issue a decision.
- (d) The Employer shall take such actions as are necessary respecting an employee who has engaged in harassment **personal, psychological** or sexual harassment. Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer shall take the appropriate action. **Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.**

(e) Where either the complainant or the respondent, in conjunction with the Union, is dissatisfied with the Employer's response, the matter may be referred to an adjudicator **independent investigator**. The parties will agree on a single adjudicator **investigator**. Where the parties are unable to agree on a single adjudicator **investigator**, one will be appointed in accordance with the provisions of the Labour Relations Code. **Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.**

(f) All parties shall hold complaints pursuant to this article in strict confidence. All documentation concerning the complaint and investigation shall be sealed upon conclusion of the **process**.

**(g) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial /supervisory rights and responsibilities.**

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**2.5 Recognition and Rights of Stewards – you now can elect four Shop Stewards and two alternates to represent you**

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**2.5 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to appoint ~~up to three~~ **four** shop stewards **and two alternates** to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes, provided such votes are related to the Collective Agreement between the Union and the Employer;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;

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**2.9 No Discrimination: This language reaffirms that you should have no negative repercussions for participating with your union – for filing a grievance, as a Steward, elected officer or as a Union appointee on one of the various committees.**

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**2.9 No Discrimination**

**The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of his/her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the Human Rights Code of British Columbia.**

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**Article 4 – Check-Off of Union Dues: these changes are simply to allow the Union to better serve our members by knowing who is no longer with the employer, and to include electronic submission of information.**

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#### ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) no change
- (b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made. ~~and the~~ Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, ~~to~~ together with the amounts deducted from each employee **and a list of the employees who have ceased employment with the Employer.**
- (c) As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union ~~on a computer tape/disk or by modem electronically~~. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.
- (d) – (g) no change

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**7.4 Joint Labour/Management Committee – we've added a requirement for this committee to meet quarterly as it can be a valuable way to resolve issues that have not reached grievance stage.**

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#### 7.4 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of two employees appointed by the Union and up two representatives of the Employer.
- (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.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to in this Agreement.
- (f) Minutes of joint committee meetings shall be transcribed by the Employer and distributed to committee members.

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**10.3 Right to Grieve Other Disciplinary Action: the change to this language results in discipline being automatically removed from your file after 18 months as long as you have had no subsequent discipline imposed. This is important as currently you must ask in writing to have it taken out of your file and if you forget to ask, that old discipline can be held against you if you are disciplined in the future.**

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### **10.3 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (b) ~~Upon the employee's written request, any~~ **Any** such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction.
- (c) In cases where disciplinary documents relate to resident abuse, the 18 month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of vacation and maternity leave.

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**11.1 Seniority Defined: the addition here is to clarify that you will accrue seniority for up to 20 days of unpaid leave each year.**

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### **11.1 Seniority Defined**

- (a)** Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on straight-time hours paid since the most recent date of employment with the Employer.
- (b)** **Seniority will accrue for up to 20 days of approved unpaid leave of absence in a calendar year.**
- (c)** Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

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**12.2 Selection Criteria: the change in (a) removes "efficiency and abilities" from the things considered in awarding a posting – these factors are already covered by skills. Also the change to "relatively equal" means that if a senior applicant is within about 10% of what a junior or external applicant scores on the rating of the factors in (a), they should get the job.**

- (b) gives you the right to call the union and ask for a union observer to be sent to all of the interviews for a position you have applied for. This helps to ensure that the process is fair with everyone treated the same way in the interviews, asked the same questions.**
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## 12.2 Selection Criteria

**(a)** The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills **and** experience, efficiency and abilities. Where two or more applicants are **relatively** equal, the one with the greater seniority will be selected.

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

*Email sent May 24, 2017: (will not appear in collective agreement)*

*Hi Tony*

*I can confirm that we book an observer off from a different worksite, at our cost, and that they are present at all interviews for a position. They are to have no input into the process, and absolutely no input into the selection process. However, they should have access to all of the information the final decision is based on. Members must call the Union to request an observer, and they are advised to do so as soon as they submit their application to the Employer. We contact the Employer and advise that we have had a request for an observer and ask for advance notification of all scheduled interviews (time/location) so that we can comply with the member's request. There is no intent to cause undue delay for either the interview or hiring process.*

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**12.4 Qualifying Period: we have added the ability for you to apply for a second posting within your qualifying period if it would give you more hours, a better schedule, a preferred neighbourhood or a promotion.**

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## 12.4 Qualifying Period

(a) When a vacancy is filled by an existing regular employee, she shall be confirmed in the new job after a qualifying period of 489 hours. In the event the employee proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job or if the employee wishes to return to her former position, she shall be returned to her former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of a rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority.

(b) An employee who is serving a qualifying period referred to in (a) above shall not be entitled to apply for another posted position until she has completed the qualifying period.

(c) Notwithstanding Clause 12.4(a), the qualifying period does not apply to an employee who fills a vacancy for the same position as the one she held immediately prior to filling the vacancy (e.g. a care aid moving to another care aid position). However, where an employee changes positions in such circumstances, they shall be ineligible to apply on another vacancy for the same position for a period of eight weeks.

**(d) Notwithstanding (b) and (c) above, an employee will be eligible to apply for another posting during their qualifying period if it would result in either an increase in hours; a more desirable work schedule or neighbourhood; or a promotion.**

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**13.1 Pre-Layoff Canvas is new language to your collective agreement that allows the employer to tell all staff if a layoff is going to happen and ask if anyone wants to volunteer to take the lay off before displacing the most junior person.**

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### **13.1 Pre-Layoff Canvass**

**(a) Prior to the layoff of regular employee(s), the Employer may canvass any employee or group of employees to invite:**

**(1) placement into a vacant regular position for which the employee is qualified**

**(2) voluntary layoff with payment and/or notice as provided for in Article 13.6 Notice or Pay in Lieu of Notice.**

**The Employer will advise the employees of the number of individuals likely to be affected by a prospective layoff and the number of hours to be cut.**

**(b) Where an employee selects an option above, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.**

**(c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.**

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**13.7 Advance Notice and/or Severance: this is just a housekeeping change to delete repeated language.**

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### **13.7 Advance Notice and/or Severance**

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

**(a) Regular Full-Time Employees**

**(1) less than five years' service - 28 calendar days' notice or regular pay or regular pay for 20 workdays;**

**(2) minimum of five years' but less than ten years' service - 40 calendar days' notice or regular pay for 30 workdays;**

**(3) more than ten years' service - 60 calendar days' notice or regular pay for 40 days.**

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**13.8 Job Fairs: this ensures that if the employer is reducing hours across a classification then affected employees are able to choose a new line in order of seniority and sets out a process for the employer to follow.**

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### **13.8 Job Fairs**

**In the event of a reduction of hours affecting a majority of the employees in a classification, and by mutual, written agreement between the Employer and Union, the Employer may utilize a job fair process to minimize the disruption to employees and services to clients.**

**The process to be used for job fairs is as follows:**

- (a) Only regular employees will be eligible to participate in the job fair process. An employee may only exercise his/her seniority in respect to a line for a classification in which he/she holds a regular position.**
- (b) the Employer will post or otherwise provide the proposed schedule for seven calendar days so that impacted regular employees have an opportunity to review it.**
- (c) Within a further seven calendar days, the impacted regular employees will select their lines on the new schedule in order of seniority, from the most senior to the least senior.**
- (d) Impacted regular employees will have the option of accepting layoff instead of choosing a line on the new schedule. If an employee chooses layoff and to receive working notice under Article 13.7 Advance Notice or Severance he/she will be placed on the casual and recall lists for 12 months.**
- (e) Any regular employee without a line in the new work schedule will be given notice of layoff in accordance with Article 13.2 Layoff.**
- (f) Any positions remaining vacant at the end of the job fair process will be posted in accordance with Article 12.1 Job Postings.**

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***14.1 Definition of Regular Employees: we've deleted the 20 hours a week threshold to be considered part-time – if you work a four hour shift once a week, that is not backfilling for someone else you are a regular part-time employee.***

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### **14.1 Definition of Regular Employee**

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half hours per day and not less than an average of 36 hours per week and not more than 37½ hours per week, exclusive of unpaid meal periods.**
- (b) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than an average of 36 hours per week, exclusive of meal periods and a minimum of 20 hours per week.**
- (c) Subject to Article 25, a regular part-time employee is entitled to all benefits of the Collective Agreement on a prorated basis, except for those benefits covered under group benefits. Group benefits shall be provided without being prorated.**

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***14.2 Definition of Casual Employee: this is new language defining casual employees.***

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**14.2 Definition of Casual Employee**

**Casual employees are employed on an "on call" basis to cover the absences of regular employees and to augment staff during peak periods. Casual employees will be considered internal applicants when applying for vacancies.**

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***15.3 Scheduling: You told us that your 5/2 5/3 shifts schedules were your most important priority for this round of bargaining. We achieved agreement from the employer to reinstate the shift patterns and they did so last year. The new language in (g) and (i) give you some protection against having your schedules changed without true consultation in the future and ensures that you will work a consistent day, afternoon or night shift instead of rotating through all of them.***

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**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 16 - Overtime.
- (c) There shall be no split shifts, ~~except in cases of emergency~~.
- (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.
- (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 5 on 2 off, 5 on 3 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)(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:

(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

(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.

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

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**15.4 Shift Differential: this change just ensures that your shift differential will continue at the level you have enjoyed in the past. (the employer was paying you more than the rate in the collective agreement)**

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#### **15.4 Shift Differential**

Employees shall be entitled to shift differential premiums on the following basis:

- (a) 70-**75**¢ per hour for all hours worked on the evening shift;
- (b) \$1 per hour for all hours worked on the night shift;
- (c) 50¢ per hour for all hours worked between 00:01 hours Saturday morning until 23:59 hours Sunday evening.

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**15.6 Extended Hours Shifts for Cooks: this is new language that maintains the 10 hour shifts worked by cooks presently as well as their four on four off rotation.**

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#### **15.6 Extended Hours Shifts for Cooks**

**(a) Notwithstanding Clause 15.2 – Hours of Work, the two Cook lines may be scheduled up to 10 hours per day on a four on, four off (4:4) rotation.**

**(b) For Cooks who are scheduled in accordance with (a) above, daily overtime in accordance with Article 16 shall commence after 10 hours of work per day.**

**(c) Notwithstanding Clauses 19.1(a) and (b), Cooks working a schedule consistent with point (3) above shall be entitled to a maximum of 37½ hours of sick leave per year.**

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**16.5 Overtime Compensation: the changes here ensure that you get to make the choice of how your OT is paid – cash, time off, or 50/50 and that the employer cannot say “you work an extra two hours today and come in two hours late tomorrow instead of being paid”**

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#### **16.5 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first three hours of overtime on a regularly scheduled workday;
  - (2) double-time in excess of (1);
  - (3) subject to Clause 15.4, double-time for all hours worked on a scheduled day of rest.
- (b) Overtime shall be compensated, **at the employee's option**, in cash, time off in lieu of overtime or a 50/50 combination of both. Time off in lieu of overtime shall be scheduled at a mutually agreeable time. An employee who has opted for time off in lieu of overtime premium pay shall take the time off by March 31 and September 30 of each year. If the accumulated time off is not taken before the above noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque.
- (c) Employees will not be required to take unpaid time off during regular hours to make up for any overtime worked.**

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**16.10 Assignment of Overtime: this new language sets out a process whereby overtime will be assigned to try to make it more equitable.**

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#### **16.10 Assignment of Overtime**

- (a) When overtime is required, the Employer will offer available overtime in order of seniority as follows:**
  - (1) first to full-time employees; then**
  - (2) to part-time employees; and**
  - (3) finally to casual employees.**
- (b) In order to be called for available overtime an employee must notify the Employer, in writing, of their desire to work overtime. If an employee does not provide written notification they will not be called for overtime.**
- (c) An overtime log will be maintained showing the name of the employee who has been assigned overtime, the date the overtime was worked and the name of the person offering the overtime. The log will be made available to the Union in the event of a grievance regarding the assignment of overtime.**

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**17.2 Scheduling of Paid Holidays:** If you work part-time or post into a position during the year your floating stats will be pro-rated according to the number of hours you work or the portion of the year left when you start the new job.

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## 17.2 Scheduling of Paid Holidays

- (a) For 10 of the paid holidays referred to in Clause 17.1, the Employer shall identify on the work schedule the day which corresponds to the employee's paid holiday entitlement.
- (b) The two paid "floating" holidays not scheduled by the Employer shall be scheduled by mutual agreement. These two paid "floating" holidays shall be pro-rated for part time employees and for casual employees who post into a regular position during the calendar year.

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**18.1 Vacation Entitlement:** the change in (a) is to try to make it easier for members to understand how much vacation they are entitled to and the percentage of earnings associated with that vacation.

*In (c) we have confirmed that you are able to take your full vacation at any time in the vacation year (with pay), even if you do not have the full dollar amount in your bank. By the end of the vacation year your current year's bank should be back to zero*

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## 18.1 Vacation Entitlement

- (a) Regular full-time employees, who have passed the probationary period, are eligible for vacation leave as follows:

- (1) employees with up to five years of service – 10 working days;
- (2) employees with more than five and up to 10 years of service – 15 working days;
- (3) effective January 1, 2014, employees with more than 10 and up to 15 years of service – 17 working days;
- (4) effective January 1, 2014, employees with more than 15 years of service – 20 working days.

- (b) Vacation pay for regular employees shall be calculated as follows:

**Years of Service Vacation Pay**

Up to and including 5 years	4%
More than 5 years and up to 10	6%
More than 10 years and up to 15	6.8%
More than 15 years	8%

<u>Years of Service</u>	<u>Working Days of Vacation</u>	<u>Vacation Pay as a percentage of pay</u>
<u>Up to and including five years</u>	<u>10</u>	<u>4%</u>
<u>More than five and up to 10 years</u>	<u>15</u>	<u>6%</u>
<u>More than 10 and up to 15 years</u>	<u>17</u>	<u>6.8%</u>
<u>More than 15 years</u>	<u>20</u>	<u>8%</u>

(b) The vacation year is January 1 to December 31. Vacation pay is earned July 1 to June 30. Vacation pay earned from July 1 to December 31 must be taken the following calendar year. Vacation pay earned from January 1 to June 30 must be taken within the calendar year.

(c) Employees who are granted vacation between January 1 and June 30 are entitled to vacation pay up to the amount they have accrued at the time of vacation based on their straight time earnings between July 1 and December 31 of the previous year. Employees who are granted vacation between July 1 and December 31 are entitled to vacation pay based on their straight time earnings between January 1 and June 30 of the same calendar year. **Employees may take their full vacation entitlement at any time in the vacation year.** Any unused vacation pay in excess of the amount permitted to be carried over under Clause 18.3 **Vacation Carryover** that remains in an employee's bank at the end of the calendar year shall be paid out to the employee by the end of January of the following **same calendar** year. **If an employee terminates their employment and has taken more vacation than earned, the unearned amount will be deducted from the employee's final pay cheque.**

(d) During an employee's first year of employment, the employee may take a partial vacation prior to December 31 of that year, up to the amount of vacation pay they have accrued at the time of vacation.

**18.5 Vacation Schedule:** *we've added language that ensures you are able to exercise your seniority rights when choosing vacation while making sure that junior members also get to have some choice over their vacation.*

**(d)** – *we've added a requirement for the employer to approve or deny vacation requests within three weeks and to put in writing their reasons should they deny your requested vacation.*

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## 18.5 Vacation Schedules

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

- (1) November 1 for the period January 1 through April 30; and
- (2) March 1 for the period May 1 through December 31.

(b) An employee who does not exercise her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) **Scheduling of vacations shall be in accordance with seniority as per Article 11 Seniority. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.**

(d) Vacation schedules, once posted, shall not be changed except in cases of emergency **and/or** with the mutual agreement of the Employer and employee. The Employer shall **approve or deny vacation requests submitted by November 1 and March 1 of each year by November 16 and March 16. Requests for vacation submitted after November 1 and March 1 will be approved or denied within three weeks of receipt of the request. Approval or denial will be in writing.** provide reasonable advance written approval of vacations. **In the event the Employer denies a requested vacation period the reasons for the denial will be included in the written notice.**

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**19.1 Sick Leave Plan: this is a housekeeping change removing an unneeded date.**

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**19.1 Sick Leave Plan**

Effective January 1, 2014:

- (a) – (g) No change

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**22.1 Maternity Leave: The change here is increasing the amount of notice to return to work after mat leave to two weeks which gives the employer time to provide notice to the person filling in for you.**

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**22.1 Maternity Leave**

- (a) to (d) no change

- (e) A request for a shorter period under Subsection (a)(2)(i) must:

(1) be given in writing to the Employer at least ~~one week~~ **two weeks** before the date the employee proposes to return to work, and

(2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

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**23.1 Preamble: we've added language that requires the employer to provide orientation and in-service training whenever needed to ensure you can perform your work safely.**

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**23.1 Preamble**

- (a)** The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Union agree to adhere to the provisions of the Workers Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

**(b) Safety Orientation**

**The Employer shall provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products as required by WorkSafeBC Regulations. The Employer will also make readily available information, manuals and procedures for these purposes.**

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**25.6 Long Term Disability Plan:** You told us that you wanted a long term disability plan and that you were willing to pay for it. The employer has agreed to implement a plan and it will become effective May 1, 2018. The delay is to allow for the administrative requirements related to implementation to be completed. The cost is anticipated to be about \$40 per month. This plan will be tax-free when you collect benefits.

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## **25.6 Long Term Disability Plan**

**Effective May 1, 2018 the Employer will provide a Long Term Disability Plan for all eligible employees. The premiums for the plan will be paid 100% by the employee.**

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**26.6 Payroll Errors:** this new language requires the employer to provide you with a manual cheque in the event of an employer error of \$100 or more on your pay cheque. If the error is yours you will still have to wait until the following payday for the correction to be made.

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## **26.6 Payroll Errors**

**Where an employee identifies a significant error in her pay that has been caused by Employer error, the Employer must provide a manual cheque, at the employee's request, within five business days of the request. Significant is defined as \$100 or more. Errors that result from an employee error or lack of information from the employee shall be corrected in the following pay period.**

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**28.6 Workload:** New language that ensures you and your managers are aware of the options open to you if you feel your workload is unsafe

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## **28.6 Workload**

**(a) The Employer shall ensure that an employee's work is not unsafe.**

**(b) Employees who believe that they are subject to unsafe conditions shall immediately report the problem(s) to the General Manager or his/her designate.**

**(c) Employees may refer safety-related concerns to the Occupational Health and Safety Committee for investigation under Article 23 – Safety and Health for review and recommendations.**

**(d) Employees may refer workload issues that are not safety related to the Labour Management Committee for review and recommendations.**

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**29.1 Employment Status:** This addition ensures that casual employees are considered internal applicants for postings.

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## **29.1 Employment Status**

Casual employees are employed on an "on call" basis to cover the absences of regular employees and to augment staff during peak periods. **Casual employees will be considered internal applicants when applying for vacancies.**

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**29.2 Seniority: The deletion in (d) is because there is no “incumbent” in a vacancy.**

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## 29.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees which shall be supplied to the Union and posted on the bulletin boards by the last working day of each January, April, July and October.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked 30 days. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business. Casual employees shall not accumulate seniority greater than the equivalent of full-time hours in any given calendar year.
- (c) Upon return to work from receiving WorkSafeBC wage replacement benefits, the casual employee shall be credited with seniority hours based on her weekly average over the 60 days prior to the commencement of the leave on WorkSafeBC.
- (d) A casual employee may become a regular employee only by successfully bidding into a regular vacancy ~~in respect of which there is no present regular incumbent.~~
- (e) When a casual employee is hired into a regular position, the total accumulated hours worked will be converted and credited as seniority.

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**29.3 Call-In Procedure: This section has been significantly changed so please make sure you read it over carefully. Part-time employees will be offered the opportunity to extend partial shifts to full-time. If you want to be considered for additional hours you must submit your availability to the employer in writing by the first of the month for the following month (January 1<sup>st</sup> for February). If you are a casual employee and do not submit availability for three months you will be considered to have quit your job and removed from the call-in list. Block shifts are defined as 4 or more consecutive shifts covering one regular employee. Refusals are defined and a procedure for the schedulers to use to call out has been agreed on.**

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## 29.3 Call-in Procedure

Delete existing and replace with:

- (a) Qualified regular part-time and casual employees shall be called for available work in order of their seniority and availability, except that the Employer will first offer regular part-time employees the opportunity to extend a partial shift to a full shift. The casual register will contain both regular part-time and casual employees in order of seniority.**
- (b) Part-time employees and casual employees shall submit their availability in writing by the first day of each month, for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has declared their availability;**
- (c) A casual employee who does not submit availability for three consecutive months will be dropped from the casual register and deemed to have terminated her employment.**

**(d) A casual employee may only change her availability by submitting the changes in writing to the Employer.**

**(e) Block Shifts**

**Four or more consecutive shifts covering the absence of a single employee is considered to be a block shift. A part-time employee who has submitted availability but is already scheduled to work for part of the block will be offered the full block. If the part-time employee accepts the block her regularly scheduled shifts during the block will be offered to casual employees in order of seniority. No other schedule changes will be permitted.**

**(g) Refusals**

**Casual employees who accept the offer of a shift have the same obligation as a regular employee would have to work the shift. In the event of illness, injury or medical / dental appointments that cannot be rescheduled a casual employee may cancel a shift already accepted by she must give 48 hours notice whenever possible.**

**Employees shall have the right to refuse two shifts per month for which they have indicated availability. If an employee refuses more than two shifts that they have indicated they are available for, in one month, they will not be called for the rest of the month.**

**A casual employee who refuses six shifts within a five month period will be dropped from the casual register and be deemed to have terminated her employment.**

**If a casual employee does not answer a call a message will be left advising of the reason for the call. If the employee returns the call within four hours it will not be considered a refusal. If an employee returns a call from a message left and the shift remains unfilled, the shift will be offered to that employee.**

**A casual employee who has worked less than two shifts within a six month period will be dropped from the casual register and be deemed to have terminated her employment.**

**(h) Procedure for Calling**

**(1) Employees wishing to be called for available work must provide one number at which they may be reached.**

**(2) Only one call need be made to any one employee provided that the telephone be allowed to ring a minimum of eight times. If the shift is refused, or there is no answer, or if a message is left, the Employer will then call the employee next on the seniority list. If a message is left, the caller will leave their name and the details of the shift being offered including the date, time, and hours of the shift.**

**(3) If a casual employee does not answer a call, a message will be left advising of the reason for the call. If the employee returns to call within four hours it will not be considered a refusal. If an employee returns a call from a message left and the shift remains unfilled, the shift will be offered to that employee.**

**(i) Call Log**

**A log will be kept of all calls made for casual call-in. The log book shall show:**

- The date
- employee called

- **The time called**
- **The position and shift being called to fill**
- **The outcome of the call (accept, decline, no answer, answering machine, message left)**
- **The signature of the caller**

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**29.6 Application of Agreement:** Article 11 Seniority now applies to casual employees – the other changes are housekeeping to add the Clause titles.

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## 29.6 Application of Agreement

Except as otherwise noted, the provisions of Articles 11, 13 **Layoff and Recall**, 15 **Hours of Work**, 17 **Paid Holidays**, 18 **Annual Vacations**, 20 **Workers Compensation** and 24 **Technological Change** shall not apply to casual employees.

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**Article 31 – the agreement will expire July 31, 2019**

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### **3031.1 Duration**

This Agreement shall be binding and remain in effect until midnight, July 31, 2016 **2019**.

### **3031.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2016 **2019**, but in any event not later than midnight, April 30, 2016 **2019**.
- (b) Where no notice is given by either party prior to April 30, 2016 **2019**, both parties shall be deemed to have been given notice under this article on April 30, 2016 **2019**.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

### **APPENDIX A**

#### **Wage Rates**

**General Wage increase will be effective as below. Essentially you will receive a 3% increase as soon as we have the renewal agreement ratified and a draft collective agreement confirmed as accurate by the employer's negotiator. Then on August 1<sup>st</sup>, 2018 you will receive an additional 1.5% wage increase. You will be paid retroactively to the effective dates in 2016 and 2017. (3% for all hours worked from August 1, 2016 to July 31, 2017; 1.5% for all hours worked between August 1, 2017 to the date the increase is implemented)**

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**August 1, 2016 General Wage Increase of 1.5%**

**August 1, 2017 General Wage Increase of 1.5%**

**August 1, 2018 General Wage Increase of 1.5%**

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**MOA #1 Re Contracting Out:** We have removed the language that set out a "sunset" date for the no-contracting out language.

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## MEMORANDUM OF AGREEMENT 1

### Re: 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.

This memorandum of agreement will expire on July 31, 2016.

**This Memorandum of Agreement is renewed for the term of the Agreement.**

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**MOA #2 – this MOA will be maintained without change**

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### MOA #2 Re Early Safe Return to Work

maintain current language

**MOA #3 - This is no longer needed so it is being deleted.**

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## MEMORANDUM OF AGREEMENT 3

### Re: Former Compass Employees' Benefits and Conditions

The Employer and the Union agree to the following conditions of employment and benefits for former Compass Group Canada (Health Services) Ltd. employees (Cook 1, Cook 2 and Support Service Workers) at Guildford Seniors Village. The following provisions apply to former Compass employees hired at Guildford Seniors Village on or about August 1, 2011.

(1) Former Compass employees shall retain their seniority for service time at Guildford Seniors Village with Compass Group Canada (Health Services) Ltd.

(2) Former Compass employees shall maintain their existing vacation entitlement and their years of service at Guildford Seniors Village with Compass Group Canada (Health Services) Ltd. will be recognized for the purposes of determining their vacation entitlement in accordance with Article 18 – Annual Vacations.

(3) Notwithstanding Clause 15.2 – Hours of Work, the two Cook lines may be scheduled up to 10 hours per day on a four on, four off (4:4) rotation.

(4) For Cooks who are scheduled in accordance with point (3) above, daily overtime in accordance with Article 16 shall commence after 10 hours of work per day.

(5) Notwithstanding Clauses 19.1(a) and (b), Cooks working a schedule consistent with point (3) above shall be entitled to a maximum of 37½ hours of sick leave per year.

Delete MOA 3

*The two following letters of agreement will not appear in the collective agreement, but are related to the return of your 5/2, 5/3 shift rotations which were agreed at the bargaining table and implemented already by the employer.*

**LETTER OF AGREEMENT**  
**Re: Moving to a 5/2 5/3 Rotation**

**To reduce the amount of disruption caused by changing from a 4 on 2 off rotation to a 5 on 2 off, 5 on 3 off rotation a job fair will be held.**

**Only regular employees who are impacted by the change will participate in the job fair.**

**The Employer will prepare a shift schedule showing all lines in the new rotation.**

**The job fair will be held On Friday, May 12, 2017 and affected employees will be allowed to choose their line in order of descending seniority. Full time employees will select a line first, and then part time employees will select a line. Any lines remaining unfilled at the end of the job fair will be posted in accordance with Article 12 Vacancy Posting. Any employee who is without a line at the end of the job fair will be given their rights under Article 13 Layoff and Recall.**

**The new rotation will be implemented on the first day of the pay period closest to June 1, 2017.**

*Note: This Letter of Agreement will not appear in the Collective Agreement.*

**LETTER OF AGREEMENT**  
**Re: Overtime related to Statutory Holidays**

**The Employer will pay overtime to employees who are entitled to it for Family Day 2017.**

**In consideration of the parties' agreement related to Clause 15.3 Scheduling and the re-implementation of the 5 on 2 off, 5 on 3 off rotation the Union agrees that it will not pursue payment of any overtime associated with Statutory Holidays in April and May 2017 related to the scheduling of a statutory holiday on one of an employee's two scheduled days off.**

*Note: This Letter of Agreement will not appear in the Collective Agreement.*

MoveUP