

ADDENDUM TO AWARD

**IN THE MATTER OF AN ARBITRATION PURSUANT TO
THE *LABOUR RELATIONS CODE***

**Extendicare (Canada) Inc.
as represented by the
Health Employers' Association of British Columbia (HEABC)**

"The Employer"

And

**BC Government and Service Employees' Union
as represented by the
Community Bargaining Association**

"The Union"

**Re: Payroll Policy Grievance (January 8, 2018)
Agacia Grievance (197534)
Darroch Grievances (224086, 230442, 230446, 230447, 223913, 230445, 230449,
233483, 237808)
Hunter Grievance (222398)
Alphonso Grievances (232612 and 232614)
Roulston Grievance (234520)
Comia Grievance (230440)
Reeves-Mitchell Grievance (232697)**

ARBITRATOR:

Ken Saunders

COUNSEL:

**Erin Cutler
For the Employer**

**Emily Luther
For the Union**

DATE OF HEARING:

May 21, 2019

PLACE OF HEARING:

Langley, B.C.

WHEREAS:

- A. The Union filed a policy grievance and multiple individual grievances relating to the Employer's failure to maintain an accurate payroll system;
- B. On May 14, 2018, I issued a consent award resolving those grievances (the "Award");
- C. The Award required the parties to agree on the Employer's vacation reconstruction and the payouts of the excess vacation amounts;
- D. Issues arose with respect to the proper methodology for the vacation reconstruction;
- E. The Employer and the Union were able to settle their differences and based on the submissions of the parties, I am satisfied that the terms of settlement are not contrary to the *Labour Relations Code* or the Collective Agreement and the parties have requested that I issue the following Addendum to the Award.

NOW THEREFORE, I ISSUE THE FOLLOWING ORDER BY CONSENT:

1. The parties agree on the methodology and calculations in the spreadsheets entitled "Richmond Final to June 30 2017," and "Surrey Final to June 30, 2017" (the "2017 Spreadsheets"). This agreement is without prejudice or precedent and cannot be used by the parties in any other grievance or dispute.
2. The excess payout amounts indicated in the 2017 Spreadsheets (Column BO for "Richmond Final to June 30 2017"; Column DC for "Surrey Final to June 30, 2017"), less applicable statutory deductions and union dues, will be paid out to employees by June 3, 2019.
3. The excess payout amounts will be taxed using the bonus taxation method.
4. The Employer will present to the Union by July 5, 2019, the spreadsheets showing the calculations and excess payout amounts from July 1, 2017 to June 30, 2019 (the "2019 Spreadsheets" and the Schedulers Spreadsheets for 2016, 2017 and 2018 ("Schedulers Spreadsheet"). The 2019 Spreadsheets and Schedulers Spreadsheets will use the same methodology and calculations as the 2017 Spreadsheets.
5. The Union will respond to the 2019 Spreadsheets and Schedulers Spreadsheet by July 15, 2019.
6. Provided there is agreement on the 2019 Spreadsheets and Scheduler Spreadsheets, the Union will create a PDF showing only the following data: the employee number, the amount of vacation remaining in the employee's bank, and the amount of the employee's excess payout, if any.
7. Provided there is agreement on the 2019 Spreadsheets and Schedulers Spreadsheets, the Employer will pay employees the excess payout amounts showing on those spreadsheets by July 22, 2019. The Employer will also send all employees a copy of the PDF referred to in paragraph 6 by July 22, 2019.

8. The following steps will be taken with respect to those employees who are no longer employed with the Employer:

- a. The Employer will contact employees at their last known address and/or telephone number;
- b. The Employer will provide a list of employees it was unable to locate to the Union.
- c. The Union will have 30 days to try to locate said employees.

The parties agree that no cheque will be issued to employees who cannot be located.

9. If, for any reason, the Employer or the Union cannot meet the timelines set out in this agreement, they will inform the other party as early as possible and request an extension in writing. Any reasonable extension shall be accepted by the other party.

10. Any issue regarding the interpretation, application or alleged violation of this Award will be set down for expedited arbitration before Arbitrator Ken Saunders.

Dated at Langely, British Columbia

This 21 day of May, 2019

Arbitrator Ken Saunders

Ken Saunders