

Bargaining - Background

Although the Union was prepared and ready to start the process much earlier, the parties did not meet until the afternoon of May 29, 2017. Proposals were initially exchanged on May 29th and the parties met again for a short time on June 9, 2017 to provide responses to each other's proposals. Because the Union was unable to secure future dates for bargaining with the Employer, an application to engage a mediator was made to the Labour Relations Board in early July 2017.

A tentative MOA was reached on December 22, 2017 and was ultimately rejected by the membership. After advising the Employer of the result, another date was set to engage in mediation at the Labour Relations Board. As a result of the January meetings and discussion and feedback at additional meetings held with the membership on February 20 and 22, 2018, the Bargaining Committee revised the proposals to present to the Employer on March 1, 2018. The Union presented these proposals and the Employer came back later in the afternoon to advise that they would need more time to review the document. A few weeks later, after the Union engaged with the mediator, the Employer advised that they would have some availability to meet in the last 2 weeks of April. April 25, 2018 was agreed upon.

On the morning of April 25th the Union was advised by the mediator that the Employer did not have a response to our proposals. The Union advised that it had been almost 2 months since our last meeting and expected that we would have a response that day. The Employer advised that they would prepare a reply. While waiting, the Union reviewed proposals and made some revisions that the mediator took to the Employer. The Employer returned later in the afternoon to provide a response to the Union.

Below is a summary of proposals that the Union provided to the Employer on March 1st, and includes the revisions made on April 25th.

It is important to note that the Employer has NOT provided the Union with an offer for the membership to vote on. The summary provided by the Employer was a response to the Union's proposals.

SUMMARY OF UNION PROPOSALS
March 1/April 25, 2018

Clause	Subject	Proposal
*	Term	January 1, 2016 to December 31, 2019
*	Wages	January 1, 2016 – 1.5% January 1, 2017 – 1.5% January 1, 2018 – 2.0% January 1, 2019 – 2.0% -retroactive, including those who have left the organization since January 1, 2016
5.4	Probationary Period	To revise the language from the MOA and have all employees covered by the same probationary language (RFT, RPT, TFT and casual); eliminate 5.4(e).
*6.1	Hours of Work	Change hours of work from 7 a.m. – 5 p.m. to 6 a.m. – 6 p.m.; in line with shift differential; reorganize clause; add titles.
*7.2	Banked OT	Change time to use OT before payout from August 31 to December 31; reorganize clause.
*8.2	Shift Differential	Increase from 85 cents/hour to \$1.00/hour; revise language.
8.7	Acting	Revise language to reflect that acting is voluntary, not mandatory; actors will be compensated for hours worked (currently for the day); reorganize clause.
*8.8	First Aid	Increase first aid premiums payable to OFA Level II and II holders: • RFT - \$150/mth (OFA Level II); \$170/mth (OFA Level III) • RPT/Casual – 90 cents/hour (OFA Level II); \$1.05/hour (OFA Level III)
*8.9	Training	Employees who have requested and received approval from the Employer to attend training shall be granted time off without loss of pay (in addition to those required by the Employer to attend).
9.2	Extended Benefits	• Vision care- \$650 (*Employer - \$550) • *Smoking cessation drugs requiring a prescription - \$500 (lifetime max) • Physio / Massage - \$1000 • Chiropractic / Naturopath - \$750 • Acupuncture - \$300 • Shingles vaccination • \$300 / year orthotics • 1 pair of compression stockings per year • \$100 eye exam per person per year • \$3,000 fertility drugs to a lifetime max • *generic drugs substituted unless physician indicates otherwise
10.1	Short Term	Ability to carry over or be paid out for unused Short Term Sick Leave.
*10.12	Subrogation	Clarification that recovery is for total cost of wages and benefits paid by the Employer; Upon filing a claim for damages against a 3 rd party under this clause, Employees or their representatives must notify the Employer.

12.1	Family Illness Leave	Use of Family Illness Leave will not impact gratuity accumulation or reinstatement requirement for Medium Term Sick Leave.
*12.4	LOA	Employer shall not unreasonably deny a request for a leave of absence.
*12.6	Union Officials	Revise language to reflect other Union members who may seek approval for unpaid leave for Union representatives for Union business; reorganize clause.
13.1	Temporary Positions	-RFT employees appointed to non-posted temporary positions shall return to previous RFT position without loss of seniority (no loss of pay unless accommodation to lower paygrade position). -RFT employees awarded a posted temporary position shall return to previous RFT position without loss of seniority.
*13.3	Promotion, Transfer...	Reorganize clause; add headings for ease of reference; correction to reference.
*13.5	HR Records	Specify who in the Union is to receive written material.
13.7	Casual Placements	Assignments made based on length of service.
14	Classification	Competitive wage adjustments for classifications VPD shares with COV.
*15	Seniority Lists	Employer to provide Union with Length of Service List as well as Seniority List; Reorganize clause; revise title.
16	Layoff and Bumping	Revise previous proposed language by reverting to current language with the following changes: • Specify days as 'calendar days'; • Order of layoff in each classification in an affected Unit is by reverse seniority in that unit; • RFT employees who are subject to a layoff may exercise seniority by bumping employees with less seniority; • Employees have a right to a Shop Steward or Union Business Representative in any meetings called by the Employer regarding layoff/ bumping options;
17.3	Grievance Procedure	Removal of abandonment language.
18.1	Changes to Agreement	Removal of language to resolve grievance concerning posting of vacant positions.
18.11	Union Access	Union Business Representative to have escorted access to premises.
18.12	Meetings	Escorted access to premises to conduct Union meetings at Graveley and Cambie, at least once per month.
*	Housekeeping	Non-substantive revisions to the agreement

clauses or points in the above summary with * beside them are agreed to by the Employer

