



# News on BARGAINING

**Date: March 8, 2011**  
**To: All BCGEU Members at Lake City Casinos (Gateway Casinos)**  
**Re: Tentative Agreement**

---

As you are aware, your Bargaining Committee was able to negotiate a new tentative agreement on March 1<sup>st</sup>. We returned to the bargaining table with a goal to address the issues raised by the membership from the previous ratification process, and at the same time, maintain and protect the improvements we made through contract negotiations last fall.

We are sending this document out along with the revised ratification document for your review before we conduct the meetings and the vote. Notice of Poll will follow with dates and times.

**Last week we were able to make the following changes:**

**Clause 14.3 – Rest periods.** We agreed to delete the recently negotiated language and maintain the current language found in your present Agreement. **Rest periods will remain as they were in the last Agreement.**

**Clause 15.2(e)** Change the second sentence to read “Where a different start time becomes available with less than 12 hours notice, the shift may, at the Employer’s option, be filled in accordance with shift preference.”

What is different is the removal of the reference to maximization. **Maximization is triggered in a different clause and does not apply to work being assigned through the preference in start times.**

**New Clause -15.4 – Substitution Opportunities for Relief Supervisor.** “Substitution opportunities for work as relief supervisors shall be offered on an equitable basis.”

This language was placed into the Agreement as the Agreement was silent on how substitution opportunities were to be assigned. The reason the idea of “equitable basis” was applied is because there is a need to keep employees skill level maintained, as well as the fairness applied to the sharing of the opportunities. This will be administered in a fashion similar to the equitable sharing of overtime language found in Article 16.

**B.C. Government and Service Employees’ Union**

4911 Canada Way, Burnaby, B.C., V5G 3W3 604-291-9611 Fax: 604-291-6030 [www.bcgeu.ca](http://www.bcgeu.ca)

**Clause 17.2(c)** – Change the last sentence to read “Banked days may be used for sick days. In the event the employee does not have any time banked she may cancel an already-scheduled day and use it to cover the sick day.”

We added language to allow for scheduled bank holiday days to be used for sick days. The way the language was structured in the clause, we were concerned that members who did have banked days, but those banked days were already scheduled, would not be able to cancel the scheduled banked days in order to use them as sick days.

**Clause 18.2(f)** We deleted the words “two weeks” and replaced them with “ten vacation days”. The reason being we were able to secure the ability of the members to take their vacation time in singular days as opposed to block weeks. The payment for vacation days will be conducted as it was previously. Meaning if you are a regular part-time employee who works 2 days per week and you have ten days vacation, you will still be required to be away from the work site and unavailable for work for a period of ten days over the year, whereas your pay for that ten day period shall be 4 days pay.

**Clause 18.3(d)** To read “All employees are required to schedule a minimum of ten vacation days. Vacation days which remain unscheduled in accordance with (a) above, prior to July 1<sup>st</sup> may be scheduled by the Employer, to be taken prior to December 31<sup>st</sup>.” This change only reflects the change of vacation weeks to vacation days. If any member has more than ten days vacation entitlement, they can schedule those vacation days as they choose in accordance with Clause 18.3(d).

**Clause 23.2 - Dental Care Benefits** Plan A and B – Increase the \$1500.00 per calendar year to \$2000.00 per calendar year (October 1<sup>st</sup> to September 30<sup>th</sup>) combined. We moved the implementation date of this dental plan improvement from the 3<sup>rd</sup> year of the Agreement to be effective upon ratification.

**Clause 19.5 – Education Leave** We added the word “unscheduled” before the words “banked paid holiday pay” in the last sentence. We wanted to make sure that if members had scheduled banked paid holidays; those days would not be subject to mandatory use in education leaves.

**Letter of Understanding 7 – Rest Periods and Sick Leave and Memorandum of Agreement 1 – Sick Leave** This Letter has been deleted from the last tentative agreement. As the members made it clear that there was little interest in changing the rest periods, we were able to get the Employer to agree to delete those changes. The trade off was the ability to access three sick days.

**Wages** Although we pursued increases to the wage package, we were not successful. That said, in reviewing wages, we have approximately 25% of the membership receiving either 3% or 4% retroactively to September 5, 2010. The remainder of the membership is to receive 2% back to the same date. The second and third years are at 2% each year.

We were also successful in negotiating a reduction in the total amount of wage rates within the bargaining unit. In some classifications, it has been noted that as many as 12 different rates of pay existed. Some of these rates were close to each other in terms of amounts. We were able to negotiate a number of these rates be deleted and the individuals who were receiving them will be moved up to the next higher rate available. This will be done prior to the wage increase. Percentages for retroactive

pay will be added to the old rate you are presently receiving, but any members who will be moving up, will have the increase in the scale, as well as the percentage increase applied after ratification.

Further, if a particular rate is only occupied by a few individuals, as those members leave employment, the rate identified within Appendix A, once completely vacated by members, will be deleted.

There were some wage rates brought to our attention during the meetings in December that were never identified during the bargaining process. We have an agreement with the Employer to review, with payroll, every wage rate that exists and compare these to the rates negotiated. Steve Branston, the Chairperson of your Bargaining Committee will be working with the Employer on this exercise. Once identified, we can then place those employees accordingly with the wage menu of Appendix A. That said, all members will be receiving the negotiated increases.

Comparatively and to put these numbers in perspective, the January 2011 report "Labour Data", which is put together using Statistics Canada, BC Stats, The Ministry of Labour and the BC Labour Relations Board reports the following "In its latest quarterly information, the BC Bargaining Database reports that the average first-year increase for contract settlements in BC in the second quarter of 2010 was 0.61% (0.40% for public sector, 0.82% for private sector). The all-industry average first-year increase for the latest 12 months (fourth quarter 2009 to third quarter 2010) was 1.06%." The Agreement we bring to you sees the members receive between 2% and 4% in the first year.

We appreciate that there are a number of factors that affect our ability to negotiate wage increases, not the least of which are economic impacts and the general financial health of your Employer. That said, the BCGEU is no different from other private and public sector unions in BC where any increases we can negotiate that surpass amounts being negotiated across the province must be looked at with a level of success.

One more point to make with respect to monetary provisions in this Agreement. Every aspect of an agreement that has an increased cost to the Employer is calculated against what is known as the "total compensation" of the Agreement. For instance, when we recently bargained the increase on Plan's A & B of the Dental Plan from \$1,500 to \$2,000, the cost of that increase is added to the monetary increases seen in the wages.

**Other highlights of the Tentative Agreement include:**

- Improvements on representational rights in harassment cases;
- Strengthening the language concerning bargaining unit work;
- Increased rights for union representatives at the worksite;
- The Employer agrees to provide technical information to the Union as it may be required prior to collective bargaining;

- A new dispute resolution procedure; the grievance and arbitration procedures have been rewritten to attempt to expedite the process as much as possible;
- Justice and dignity language in cases of discipline;
- Greater fairness for casual employee seniority calculations once those employees have completed probation;
- In bargaining agreements at Starlight and the Grand Villa, we were able to increase member's rights in Job Posting and Layoff and Recall. We adopted that language in your new Agreement;
- We expanded the scheduling language to allow senior qualified employees more opportunities to access available work;
- We negotiated an entire Article concerning overtime. Early-out procedures have been instituted as well as the distribution of overtime;
- Banked holiday days for regular employees shall be banked for later usage. The practice of calculating a paid holiday against the weekly hours of work has been discontinued. This practice resulted in annual overpayments against the yearly hours of work. Paid holidays are part of an employee's annual hours of work as per the *Employment Standards Act*;
- Paid holiday days can be attached to vacation;
- Vacation can be scheduled in one calendar year and taken in the next. Meaning, ten days vacation for 2011 can begin on December 31, 2011 and run for nine or more consecutive vacations days if you still have some owing into 2012, then add your 2012 vacation;
- Bereavement leave has been expanded to include great grandparents and great grandchildren as well as someone living with the employee as a member of the family;
- Family responsibility leave will also include someone living with the employee as a member of the family;
- New language on Special Leaves for marriage of an employee; moving household furniture and effects; attending a hearing to become a Canadian citizen;
- Designated First Aid Attendants to receive a premium of \$0.50 per hour. Designated First Aid Attendants are those employees designated by the Employer to be assigned the WorkSafeBC regulation requirements. Employees who are assigned to do first aid for patrons as part of their job description are not covered by the language unless the Employer declares they are to be a designated First Aid Attendant. The Employer will be sharing the designation on a fair and equitable basis. WorkSafeBC requires that at least one designated First Aid Attendant be at each site 24 hours per day;

- The increase in the Dental Benefit Plan to now commence after ratification instead of the 3<sup>rd</sup> year;
- Clear language and increased flexibility on how a member becomes eligible for benefits and how a member loses benefits;
- An agreement to review the dress code;
- Language to protect members from abusive patrons;
- Legal protection with an Indemnity Agreement;
- Whistle blower protection for the members;
- An opportunity for the membership to vote, in the near future, on whether they wish to participate in an employee paid Weekly Indemnity Plan (Short term illness and injury plan);
- Language that directs the bargaining principles to work with the four different Labour Management Committees in developing parameters around bargaining unit work.

We are unanimously recommending acceptance of this Agreement. If you have any questions, please bring them forward to your bargaining committee representative. Information meetings are being scheduled and answers to questions you may have can be addressed then as well.

The revised Ratification Document includes the changes made and agreed to on March 1<sup>st</sup>.

In solidarity

Steve Branston, Bargaining Committee Chair  
 Peter Burton, Bargaining Committee Member  
 Sharon Kuchuk, Bargaining Committee Member  
 Katlin McLaughlin, Bargaining Committee Member  
 Mike Orders, Staff Representative, Negotiations

cc: Dave MacDonald, Component 17 Chairperson  
 Mike Schmidt, Local 1705 Chairperson  
 Gayle Furgala, Local 1707 Chairperson  
 David Streb, Coordinator - Negotiations  
 Kirby Judd, Kelowna Area Office  
 Jackie Corno, Kamloops Area Office  
 Nancy Gillis, Staff