

COLLECTIVE AGREEMENT

Between

**HORNBY ISLAND RESIDENTS' AND
RATEPAYERS' ASSOCIATION**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556**

**January 01, 2023
to
December 31, 2026**

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THIS AGREEMENT made and entered into this 11th day of May, 2022.

BETWEEN:

HORNBY ISLAND RESIDENTS' AND RATEPAYERS' ASSOCIATION

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND
LOCAL NO. 556

(hereinafter called the "Union")

PREAMBLE

Whereas the Union has received certification pursuant to the Labour Relations Code of British Columbia on August 12, 2019;

And whereas it is the purpose of both parties to this Agreement:

- (a) To promote and maintain harmonious relations;
- (b) To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety, and other related matters;
- (c) To encourage efficiency in operations pertaining to the mission and goals of the Recycling Depot operated by the Hornby Island Residents' and Ratepayers' Association [HIRRA];
- (d) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union;
- (e) To provide methods of fair and amicable resolution of issues or disputes which may arise between the Parties within the jurisdiction of this Agreement.

The terms and conditions as set out in this Agreement shall apply to all employees of the Hornby Island Residents' and Ratepayers' Association included in the certification issued on the 12th day of August, 2019 by the Labour Relations Board of British Columbia, except those positions determined to be excluded by the Labour Relations Board.

The Parties to this agreement hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Employee

“Employee” shall mean any person defined as such by the Labour Relations Code of British Columbia, who is employed in one of the categories listed below, save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.01 Regular Employee

A “regular employee” is an employee who is scheduled at least one shift per week for an indefinite period. Regular employees shall be entitled to all provisions of the Collective Agreement, however, regular employees working fewer than twenty (20) hours per week in Schedule “A” shall have the following benefits modified.

- (a) Health and welfare benefits: upon completion of the probationary period, employees will receive an additional ten percent (10%) of regular hourly wages in lieu of dental, extended health, group life and long-term disability shall be paid.
- (b) Sick leave shall be earned and taken on a pro-rated basis.
- (c) Seniority shall be accumulated in hours worked.
- (d) Vacation pay shall be pro-rated and paid out in accordance with Article 21.

The Employer agrees that a regular employee’s hours shall not be decreased specifically to avoid implementation of the above provision.

1.02 Term Employee

Term employees shall only be utilized for replacing employees on leave or for work of a specified time not exceeding six (6) months. The term may be extended by mutual agreement of the parties.

Term employees will only be used in the event that regular employees are unavailable or not qualified for the term work.

- (a) Health and Welfare Benefits – upon completion of the probationary period, employees working fewer than 20 hours per week will receive an additional ten percent (10%) of regular hourly wages in lieu of health and welfare benefits. Sick leave entitlement will accrue in accordance with Article 22.

- (b) Vacation Pay shall be pro-rated and paid out in accordance with Article 21.
- (c) If a term employee posts into a regular position, seniority shall apply from the start of the most recent continuous term of work without a break in service exceeding thirty (30) days.

1.03 Casual Employee

A "casual employee" is any person who is employed on an as needed basis from time to time as required by the Employer and will only be used in the event that regular employees are unavailable or not qualified for the casual work.

- (a) Health and Welfare Benefits – upon completion of the probationary period, employees will receive an additional ten percent (10%) of regular hourly wage in lieu of benefits and sick leave.
- (b) Vacation pay shall be pro-rated and paid out in accordance with Article 21.

1.04 Probationary Employee

A "probationary employee" is an employee serving an initial period of three hundred (300) hours worked or four (4) months from the first day of work, whichever is less, to determine suitability for employment. Such period of time may be extended by written mutual agreement of the parties.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union recognizes and agrees that the management and operation of the business and the direction of the working forces is vested exclusively in the Employer, subject to the terms of this agreement.
- 2.02** The Employer will retain the right to hire, discipline, demote, and discharge employees for just and reasonable cause.

ARTICLE 3 - UNION RECOGNITION

3.01 Exclusive Bargaining Agent

The Hornby Island Residents' and Ratepayers' Association or anyone authorized on its behalf recognizes the Canadian Union of Public Employees, Local 556 as the sole collective bargaining agency for its bargaining unit employees at 3600 Central Road on Hornby Island, classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union and any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement with the goal of a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

The Manager will be considered a "working position" which allows them to work at any job, duty, or labour required during the work day as the need arises, provided there are no other employees available to perform the work. It is understood that no employee in the bargaining unit will suffer a lay-off or a reduction in their hours as a result of persons outside the bargaining unit doing their work.

3.03 Right of Representation

- (a) The Union or any member shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.
- (b) Such representative(s)/advisor(s) shall have access to the Employer's premises at 3600 Central Road in order to deal with any matters arising out of this Collective Agreement.

3.04 Time Off with Pay for Union Officers and Committee Members

Union officers and committee members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement. Those functions are the investigation and progressing of grievances, attendance at meetings with the Employer, and participation in negotiations that occur within an employee's normal working hours. Permission to leave work during working hours for such purposes shall first be obtained from the appropriate manager. Such permission shall not be unreasonably withheld. Unless otherwise specifically provided, union activities shall not be pursued during working hours.

3.05 Time Off without Pay for Union Officers and Members

- (a) Union officers and members requesting leave to attend to Union business or educational courses may be granted a leave of absence without pay subject to operational requirements. Such leave request shall not be unreasonably denied. Union Business shall include education, union conferences and conventions. Such leave shall not exceed ten (10) days per year, or a longer period subject to mutual agreement.
- (b) Members will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement at the employee's regular rate of pay including benefit costs.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination or Harassment

The Employer and the Union agree that employees are entitled to a workplace free from discrimination, harassment, and sexual harassment. Any complaint alleging discrimination, harassment, or sexual harassment, will be dealt with as set forth in the grievance procedure.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees covered by the terms of this Agreement shall, within thirty (30) days of their employment, as a condition of continued employment become and remain members of the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deductions, Check-off, and Remittance

The Union agrees to advise the Employer of deductions authorized by the Union. The Employer shall deduct from every employee any monthly dues, initiations or general assessments levied in accordance with the Union constitution and/or by-laws and owing by them to the Union. This total amount shall be forwarded to the Union together with the amendments to the list of the employees from whom such deductions were made. Such deductions shall be remitted to the Union treasurer no later than the fifteenth (15th) day of the following month.

6.02 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall state on the slips, the amount of union dues paid by each member in the previous year.

ARTICLE 7 - NEW EMPLOYEES

7.01 New Employees

The Employer agrees that the Union will acquaint new employees with the fact that an Agreement between the parties is in effect and present that new employee with a copy of the current Agreement.

7.02 Acquainting New Employees

The Employer agrees to permit a shop steward or unit chair up to fifteen (15) minutes with a new employee during the first (1st) week of employment to review the collective agreement, at a time which will not unduly affect operational requirements.

ARTICLE 8 - CORRESPONDENCE AND NOTIFICATION

8.01 Correspondence

Except as otherwise stated in this Agreement all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the HIRRA of the Employer and the Unit Vice-President of the Union with a copy to the Recording Secretary of the Union.

8.02 Notification

The Union shall be notified in writing of all promotions, lay-offs, transfers, hirings, recalls, terminations of employment within one (1) pay period.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS/COLLECTIVE BARGAINING

9.01 Representatives

The Employer shall not bargain with or enter into any agreement, written or verbal, with an employee or group of employees in the bargaining unit that conflicts with the terms of this Agreement. No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union. In representing an

employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Collective Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the names of the Union members of the committee who will attend the meetings.

9.03 Labour-Management Committee

(a) A Labour-Management Committee shall be established consisting of the Unit Vice-President of the Union, plus one (1) other representative appointed by the Union and two (2) representatives appointed by the Employer. Additional representatives may attend at the request of either party. It is the intention of the parties that both the Employer and the Union will be equally represented.

(b) **Function of Committee**

The committee shall concern itself with the following general matters:

- (i) Considering suggestions to improve relations between the Employer and its employees;
- (ii) Promoting and improving the efficient operation, services and practices of the Employer;
- (iii) Reviewing staff suggestions and answering questions regarding working conditions and service to the public;
- (iv) Correcting conditions that might cause misunderstandings;
- (v) Matters of mutual concern.

(c) The Labour-Management Committee shall meet **within seven (7) days** at the call of either party.

(d) The parties agree to identify agenda items and circulate to the other members at least five (5) business days in advance of each meeting.

- (e) Employees appointed by the Union to attend Labour-Management Meetings shall continue to be paid for their time while attending the Labour Management Committee Meeting.
- (f) Minutes will be recorded and posted at the Recycling Depot.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Grievance Procedure

In the event that any difference arises out of the interpretation, application or alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of normal work in the following manner:

Step 1

Within five (5) working days of the employee becoming aware of the matter the employee shall attempt to resolve the matter in discussion with their manager. The manager shall clearly advise the employee as to the result of this action and the reasons why.

Step 2

Where the discussion at Step 1 does not resolve the matter, the employee may file their request in writing to their Manager within five (5) working days of the meeting. Within five (5) working days of the receipt of the request from the employee, the Manager shall respond in writing. The Manager must, in writing, provide any and all related information to the employee that it has available.

Step 3

If no settlement is reached at Step 2, the aggrieved employee shall submit the grievance in writing to the Employer within ten working days of the Managers response provided at Step 2.

The recipients shall meet with the employee and Union shop steward, or other Union representative of CUPE Local 556 within ten (10) working days of the submission of the grievance to the Employer, in an attempt to reach a satisfactory settlement. The Employer will advise the Union in writing of its response to the grievance within five (5) working days of the meeting.

Step 4

Where no settlement is reached through the foregoing procedure, the grievance may be referred to grievance mediation, by mutual agreement, through the Labour Relations Board (LRB). Each party shall pay its own expenses and costs of mediation, and one-half (1/2) the compensation and expenses of the mediator.

If there is no agreement between the parties to move to grievance mediation, then it shall be submitted to arbitration as outlined in Article 11.

10.02 Extension of Time Limits

The Union and the Employer may, by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. Such a request to extend the timelines will not be unreasonably withheld. When the recipient of the grievance fails to respond within the time limits prescribed in this article, the grievance shall advance to the next step in the grievance procedure. Where the grievance is not addressed by the Union within the time limits prescribed in this article it is deemed to be abandoned.

10.03 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs or the Employer has a grievance, such grievance may be processed commencing at Step 3 provided the grievance is submitted within fifteen (15) working days from the date the Party became aware of the matter.

A group grievance may be filed at Step 3.

10.04 Progressive Discipline

The Employer agrees to follow the principles of progressive discipline as set out in the HIRRA policy if an employee commits an act of misconduct. This process is meant to be corrective rather than punitive, with the overall aim to rehabilitate the behavior of the employee.

If the problem is corrected at any stage of the progressive discipline process, the disciplinary process ends. If, after one year, the employee has made the necessary positive changes with no further related issues, the discipline will be removed from their personnel file and destroyed.

ARTICLE 11 – ARBITRATION

11.01 Single Arbitrator

A single arbitrator shall be appointed by mutual agreement between the parties.

11.02 Decision of the Arbitrator

The decision of the Arbitrator shall be in writing, preferably within one (1) month, and shall be final, binding, and enforceable on the parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.03 Expenses of the Board

Each party shall pay its own expenses and costs of arbitration and one-half (1/2) the compensation and expenses of the Arbitrator.

ARTICLE 12 - DISCHARGE AND SUSPENSION

12.01 Suspension and Discharge

- (a) An employee may be suspended or discharged for just and reasonable cause. Such employee and the Union shall be advised promptly in writing by the Manager of the reason for such suspension or discharge.
- (a) An employee considered by the Union to be wrongfully suspended or discharged shall be entitled to a hearing under the grievance procedure commencing at Step 3.

12.02 Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 13 - PICKET LINES

13.01 Legal Picket Lines

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada except for the purpose of maintaining essential services in the cases of emergencies when required by the Employer and their local Union.

ARTICLE 14 - PERSONNEL RECORDS

14.01 Personnel Records

An employee shall have the right to have access to and review their personnel record. Such access will be granted within a reasonable period upon receipt of a written request. Such access will be allowed only while in the presence of a member of management.

Any disagreement as to the accuracy of the information contained in the file may be the subject of the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing, of which the employee was not aware at the time of the filing of such evidence.

An employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

ARTICLE 15 – SENIORITY

15.01 Definition

Seniority shall be based on length of service with the Employer from the most recent date of hire. Subject to qualification and skills, seniority shall be used in determining preference or priority for promotion, transfer, lay-off, permanent reduction of the work force, shift priority, and recall, as set out in other provisions of this Agreement.

15.02 Seniority list

- (a) The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.
- (b) Where two (2) or more employees have the same seniority date, the employee with the earliest date of application for employment shall be the most senior.

15.03 Loss of Seniority

An employee shall not lose seniority if they are absent from work because of illness, disability, accident, lay-off, or leave, all of which are to be approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are discharged and are not reinstated;
- (b) They resign in writing;
- (c) They retire;
- (d) The employee is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;
- (e) They fail to return to work within fifteen (15) working days following a recall pursuant to Article 17.03;
- (f) They are laid-off for a period longer than twelve (12) months.

ARTICLE 16 - PROMOTIONS, STAFF CHANGES, AND VACANCIES

16.01 Job Postings

The Employer will prepare a notice of vacancy and post for vacant or newly created positions to be filled.

The Employer shall notify the Union in writing and post notice of the position on the Recycling Depot bulletin board for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore.

The minimum posting period may be reduced upon mutual agreement of the parties.

If there are no successful applicants from within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

16.02 Method of Making Appointment

In making promotions and transfers, the required qualifications and skills for the position shall be the primary consideration and where two (2) or more internal applicants are equally capable of fulfilling the duties of the position, seniority as defined in this Agreement shall be the determining factor.

16.03 Trial Period

- (a) In the event an employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not more than thirty (30) **calendar** days and shall be paid at a wage rate for that position. The trial period may be decreased by mutual agreement between the employee and the Employer.
- (b) Should the employee be unable to satisfy the requirements of the position, or does not want that position, then they shall be returned to their former position at the wage they previously earned in the former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a job vacancy.
- (c) **In the event an employee is returned to their former position, all other employees who changed job positions shall also move back to their former job positions and wage rates which they occupied previously.**

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

17.02 Layoff Procedure

- (a) In the event of a lay-off, employees shall be laid off in the reverse order of their seniority.
- (b) The Employer shall notify employees who are to be laid-off, thirty (30) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.
- (c) Notice of layoff will be in writing, with a copy forwarded to the Union. Employees who are laid-off and subsequently recalled, will be credited with previous seniority.
- (d) New employees shall not be hired until any employees who are laid-off have been given an opportunity to be recalled to work which they are qualified to perform.

17.03 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority provided the employee is qualified to perform the work.
- (b) Employees laid-off under Article 17 shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.
- (c) It shall be the responsibility of laid-off employees on the recall list to maintain their current telephone number, e-mail address, and postal address with the Employer.

ARTICLE 18 - HOURS OF WORK

18.01 Recycling Depot Employees

- (a) Standard Hours
 - (i) Prior to commencing employment, standard hours of work for all staff will be determined by the Manager based on operational needs at the HIRRA Recycling Depot.
 - (ii) Days and hours of work will be confirmed by an Offer of Employment letter which indicates the type of employment status offered as well as hours of work and days of work as applicable.
 - (iii) Subject to changes in operational need, the current hours of work will be up to five (5) hours per day for up to five (5) consecutive days between Thursday and Monday, between 8:30 a.m. and 1:30 p.m.
- (b) Breaks
 - (i) Employees will receive one (1) paid fifteen (15) minute break during the course of their shift.
 - (ii) An employee scheduled to work more than five (5) consecutive hours is entitled to an unpaid meal break of one half (1/2) hour.
- (c) Changes to schedule
 - (i) Employees must be provided with one (1) month's notice should it be necessary to change their work schedule.

- (ii) Employees may request a change to their work schedule with one (1) months' notice. Approval may be given if it does not adversely affect operations.
- (iii) The period of notice may be waived if both the employee and the manager agree.

ARTICLE 19 – OVERTIME

19.01 Overtime Defined

Overtime will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Overtime shall be paid at the rate of time and one-half (1-1/2x) for the first two (2) hours and double time (2x) thereafter.

19.02 Overtime Authorized

Any overtime to be worked will require the approval of the Manager in advance.

19.03 Call-out List

- (a) When an employee is advised by the Manager that they are "on call", that is, immediately available by telephone contact, or paging device, they shall be paid for each eight (8) hours of standby – one (1) hour pay.
- (b) Employees called out shall be paid for a minimum of two (2) hours.

ARTICLE 20 - PAID HOLIDAYS

20.01 Statutory Holidays

Employees shall be entitled to the following holidays with pay. Pay for statutory holidays shall be calculated on a pro-rated basis averaged on the total hours worked over the last thirty (30) calendar days.

New Year's Day
 Family Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 B.C. Day

Labour Day
**National Day for Truth
 & Reconciliation**
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

Truth and Reconciliation Day shall be recognized as a statutory holiday annually on September 30th, unless an alternative date is proclaimed by the Federal and/or Provincial governments as a statutory holiday for the observance of reconciliation with Indigenous peoples.

In addition to the foregoing, employees shall be entitled to any further days as proclaimed by the federal, provincial or municipal governments.

20.02 Paid Holidays on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive one (1) day's pay or one (1) other day off with pay at a time mutually agreed by the Employer and employee.

20.03 Pay for Regularly Scheduled Work on a Paid Holiday

An employee who is scheduled to work or called in shall be paid at the rate of time and one-half (1-1/2x) plus one (1) other day off with pay, in lieu of holiday pay. The day designated as a day in lieu shall be taken within ninety (90) days following the holiday for which the day in lieu is being taken at a time mutually agreeable to the employee and the Employer. In the event a date is not mutually agreed upon the employee shall be paid out.

ARTICLE 21 – VACATIONS

21.01 Annual Vacation Entitlement

Annual vacation entitlement shall be as follows:

Years of Service	Vacation Entitlement	Percentage of Regular Pay
Up to one (1) year (1)	Pro-rated on ten days (10)	Four percent (4%)
After one up to seven years (1-7)	Fifteen days (15)	Six percent (6%)
From eight up to eleven years (8-11)	Twenty days (20)	Eight percent (8%)
After eleven years (11+)	Twenty-five days (25)	Ten percent (10%)

*A week is defined as the number of hours worked in a regularly scheduled work week.

21.02 Holiday Coinciding With a Day of Vacation

Where a statutory holiday, as provided in Article 20, occurs while an employee is taking annual vacation, the employee shall be granted one (1) extra day off with pay in lieu of each such holiday.

21.03 Vacation Payment

Employees may choose to receive their entitlement on a bi-weekly basis or be paid out as a lump sum payment 7 days before their vacation is taken.

21.04 Workers' Compensation

Any time lost while the employee is receiving workers' compensation benefits as a result of an accident while in the employ of the Employer shall be included as though they were days worked for the purpose of calculating annual vacation entitlement.

21.05 Schedule of Vacations

Employees who choose to schedule vacation shall submit their request to the Manager. The Manager will approve vacation requests subject to the operational requirements. Conflicts for dates shall be resolved on the basis of seniority.

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave accumulation

Employees shall accumulate sick leave credits at a rate of five (5) hours for every **one-hundred (100)** hours worked to a maximum of **five hundred (500)** hours.

22.02 Sick Leave Status

- (a) Employees on sick leave for a period in excess of three (3) days may be required to provide the Employer with a medical practitioner document regarding their expected date of return to work.
- (b) Employees will be reimbursed upon the production of receipts where medical status reports are required by the Employer.

- (c) Where the employee is under a WorkSafeBC claim and a medical status report is required to return to work, the Employer will pay one-hundred percent (100%) of the cost.
- (d) Sick Leave may be used in the event of illness of an employee's immediate family when no one at the employee's home other than the employee can provide for their needs.

22.03 Reporting In

An employee shall be required to report to their Manager unless specifically instructed otherwise prior to the commencement of the shift, to report sickness, unless the expected total period of absence has already been made known to the Employer.

22.04 Medical and Dental Appointments

Leave for medical and dental appointments for employees may be considered sick leave.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Paid Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such employee the difference between normal earnings and the payment received from jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or who is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

23.02 Maternity Leave and Parental Leave

The Employer will grant maternity and parental leave without pay, in accordance with the *Employment Standards Act*.

23.03 General Leave

The Employer may grant leave of absence for a period of up to one (1) year without pay and without loss of existing seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing with

three (3) month's notice where practicable and approved by the Employer. Such leave of absence shall not be unreasonably denied.

23.04 Bereavement Leave

Bereavement leave to a maximum of **five (5)** days, provided in increments equivalent to not less than one-half (1/2) of their regular work day, with pay shall be granted in the event of a death within the immediate family.

An employee has the same leave entitlement with approval from the Employer, in the event of the death of another person close to the employee who is not defined as immediate family.

23.05 Extended Leave for Union Business

The Employer will grant leave of absence without pay to employees who are appointed or elected to union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to their Employer within forty (40) days after completion of their term of employment with the Union and shall give the Employer not less than thirty-one (31) days' notice of the intention to return to work for the Employer **whenever practicable**.

23.06 Domestic Violence Leave

- (a) The Parties will accommodate employees experiencing Domestic Violence or Sexual Violence as defined by the *Employment Standards Act*.

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, in accordance with the British Columbia Employment Standards Act.

- (b) **Upon request of an employee or the Union on their behalf, the Employer agrees to extend to any employee experiencing domestic violence or sexual violence, at least the equivalent of five (5) paid days as conferred by the Employment Standards Act.**

23.07 Critical Illness Leave

Where leave from work is requested to care for a family member whose health has declined due to critical illness or injury, the employee will be granted leave in accordance with the *Employment Standards Act*.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Payment of Wages

Employees shall be paid every second Friday by direct deposit.

24.02 Wage Schedule

It is mutually agreed that the wage rates as outlined in Schedule "A" attached hereto and forming part of this Agreement constitutes the wage rates which shall be paid to employees of the Hornby Island Residents' and Rate Payers' Association.

24.03 Pay on Temporary Transfer to a Higher Classification

When an employee is directed by their manager to perform the duties of any position with a higher rate of pay, they shall receive increased pay for the period so worked at the superior position. If an employee works for four (4) hours or more in a day at a higher classification, they will receive the higher rate for the day.

ARTICLE 25 – BENEFITS

25.01 Group Programs

Employees will be entitled to benefits in accordance with the Employers Benefit Policy. The details of the benefit package will be provided to each employee. It is agreed that there will be no changes to the Employers Benefit Policy without consultation and agreement from the Union.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Safety Committee

The parties agree that they are bound by the *Workers Compensation Act* and the Occupational Health and Safety (OHS) Regulations in effect pursuant to the Act.

The Employer and the Union shall appoint members in accordance with these regulations.

Time spent by members of the Safety Committee in the course of their duties shall be considered as time worked, and shall be paid for in accordance with

the terms of this Agreement.

26.02 Unsafe work

- (a) No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe in accordance with WorkSafeBC.
- (b) **No person shall carry out, nor cause to be carried out, any work process or operate, or cause to be operated, any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.**
- (c) **An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the day in which the employee is injured, provided that the employee completes the WorkSafeBC report on the injury.**

ARTICLE 27 - CONTRACTING OUT

27.01 The Employer agrees that no employee will be laid-off or suffer a reduction in their hours as a result of contracting out work or service.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Technological Change

- (a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- (b) Prior to the introduction of technological change, the Employer will give reasonable notice to the Union and convene a meeting of Union members and the Employer to discuss and resolve, if possible, the matters pertaining to the proposed change.
- (c) No employee shall suffer a reduction in their wage rate or hours as a result of technological change, providing the employee avails themselves of the training opportunities.
- (d) Where the Employer and the Union are unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance or Arbitration procedure established in this Agreement.

28.02 Bulletin Board

The Employer shall provide space on a bulletin board and such bulletin board shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer will ensure that a copy of the Agreement is available on the HIRRA website.

28.04 Safety Equipment

The Employer will provide personal protective equipment as required by WorkSafeBC.

28.05 Safety Work Boot Allowance

Employees who are required to wear safety boots in accordance with WorkSafeBC regulations shall be reimbursed up to one-hundred **seventy-five** dollars (\$**175.00**) per year for work boots or up to **three**-hundred fifty dollars (\$**350.00**) every two years, upon proof of purchase.

28.06 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive, or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Term

This Agreement shall be binding and remain in full force and effect from January 01, **2023** to December 31, **2026** and shall continue while bona fide collective bargaining is under way, and from year-to-year thereafter as provided for in the Statutes of the Province of British Columbia.

29.02 Section 50 of the Labour Relations Code of BC

This Agreement specifically excludes the operation of Sub-section (2) and (3) of Section 50 of the *Labour Relations Code of British Columbia*.

The corporate seal of the Hornby Island Residents' and Ratepayers' Association was hereunto affixed by and in the presence of:

For the Employer

For the Union

Lynn Nunley
President, HIRRA

Bonnie Kozlowski
Local President

Rudy Rogalsky
Treasurer, HIRRA

Phil Bailey
Bargaining Committee Member

Jan Kennedy
HIRRA Recycling Committee Chair

Stani Veslinovic
HIRRA Recycling Depot Manager

Date

SCHEDULE "A"

Job Classification	Jan. 1, 2023	Jan. 1, 2023	Jan. 1, 2024*	Jan. 1, 2025*	Jan. 1, 2025	Jan. 1, 2026*
	2.5%	+\$0.75	2%	2%	+\$0.25	\$2%
Site Attendant	23.35	24.10	24.58	25.07	25.32	25.83
Senior Material Attendant	26.53	27.28	27.83	28.38	28.63	29.20
Backhoe Operator	30.24	30.99	31.61	32.24	32.50	33.15

***Compensatory inflation bonus. Levels to be negotiated in 2023, 2024 and 2025 4th quarters (reference BCCPI)**

Shift Premiums

Cashier	\$1.00 per hour
Biffy Cleaner	\$1.50 per hour
Certified Occupational First Aid Attendant	\$1.50 per hour
Backhoe Operator	\$4.00 per hour
Hazmat Material Handler	\$4.00 per hour

LETTER OF UNDERSTANDING #1

BETWEEN

HORNBY ISLAND RESIDENTS' AND RATEPAYERS' ASSOCIATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- (a) The Plan will be provided through the First Credit. All participants in the Plan must be or become members of First Credit Union. Present one-time cost is twenty-five dollars (\$25.00). Responsibility for registering the RRSP with FCU rests with individual employees.
- (b) All regular employees, upon successful completion of the probationary period, shall have an option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or completion of the probationary period.
- (c) Employee contributions to the Plan through payroll deduction will be on one (1) of the following bases: i) 2% of gross earnings; ii) 3% of gross earnings; iii) 4% of gross earnings. Employees may choose to make contributions greater than 4% of gross earnings but contributions in excess of 4% will not be matched by the Employer. Effective January 1, 2025, employees will have the option of increasing the option to 5% or 6%.
- (d) The Employer will match contributions up to 4% of gross earnings made by each employee. This will be done monthly. Effective January 1, 2025, the Employer will match contributions up to 6% of gross earnings.
- (e) Employees may increase or decrease their contribution levels, as noted in (d) above, or, if not already a Plan participant, opt to join the Plan on January 1st of each year by providing at least thirty (30) days' written notice to the Employer.
- (f) Employer and employee contributions will be locked in on the employee's behalf.
- (g) The parties agree that any further amendments to this agreed-upon LOU will be done during the formal bargaining process.

Signed on this day:

Signed for the Employer

Signed for the Union

LETTER OF UNDERSTANDING #2

BETWEEN

HORNBY ISLAND RESIDENTS' AND RATEPAYERS' ASSOCIATION

AND

CUPE LOCAL 556

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

Prior to the Employer merging or amalgamating with any other body, or the closure or significant alteration of any of the Employer's facilities in which Union members work, the following shall apply:

1. The Employer shall notify the Union as far in advance as possible.
2. A joint committee shall be established to review the proposed merger or amalgamation to identify those areas where employees may be affected. The joint committee shall report their findings to their respective principals.
3. The Union and the Employer shall be guided by the principle of co-operation and agree to use their best efforts to preserve the following employee benefits and privileges:
 - a. Seniority
 - b. Service credits
 - c. Wage rates
 - d. Benefits and sick leave
 - e. Vacation

Signed on this day:

Signed for the Employer

Signed for the Union
