

COLLECTIVE AGREEMENT
BETWEEN
HOSPITAL EMPLOYEES' UNION



AND
DOWNTOWN SOCIETY FOR THE FELLOWSHIP
OF RECOVERING ALCOHOLICS
(VANCOUVER RECOVERY CLUB)

April 1, 2017 – March 31, 2021

Note: underlined text is new language for 2017-2021

Vancouver Recovery Club

2775 Sophia Street
Vancouver, B.C. V5T 3L1

Tel: (604) 708-9955
Fax: (604) 708-9957

Hospital Employees' Union

5000 North Fraser Way
Burnaby, B.C. V5J 5M3

Tel: (604) 438-5000
Toll-free: 1-800-663-5813
Fax: (604) 739-1510

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

1.02 Use of Terms

(a) The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context require.

(b) Singular or Plural

Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

1.03 No Discrimination

(a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

(b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

1.04 Procedure for Filing Complaints

(a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.

(b) If a complaint is registered, it shall be handled in a timely manner in accordance with the Employer's harassment

- policies.
- (c) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
 - (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days

of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 7.04 - Grievance Procedure

Article 7.05 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

Twice every calendar year, the Employer shall provide the Union's Provincial Office with a list of all employees hired, including their name, home address, home phone number, home email address (if available), job title/class, shift, and date of hire, and all employees who have left the employment of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month. This list will include their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

The Employer shall include the amount of Union dues paid by

each employee during the relevant year on the Income Tax T4 slips.

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job title/class, status, seniority, wage rates, benefit status, regularly scheduled shift, addresses, telephone numbers and personal email addresses if known to the Employer.

2.04 Induction

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

2.05 Shop Stewards

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum two (2) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward or Union Committee's hours of work. The Shop Steward or Union Committee member shall obtain the

permission of his/her immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

2.06 Badges and Insignia

Employees are permitted to wear Union pins or Shop Steward badges.

2.07 Bulletin Boards

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the union.

2.08 Notice of Union Representative Visits

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without advising the Manager or designate.

ARTICLE 3 - DEFINITIONS

Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

Bereavement Leave
Health Care Plans

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The management of the Employer's business, and the direction of the working forces including, but not limited to, the

hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - LEGAL PICKET LINE

5.01 Legal Picket Line

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An Employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 6 – DISCUSSION OF DIFFERENCES

6.01 Union Committee

The Union shall appoint and maintain a committee comprising of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

6.02 Union/Management Meetings

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party.

The time spent by Shop Stewards or Union Committee Members

at meetings shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to article 2.05.

7.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to article 2.05.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that he/she has the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

No meeting shall take place under this article without reasonable advance notice being given to the member.

7.03 Right to Grieve Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. 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 their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

- (b) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, except for documents related to suspensions which shall remain in the file for a period of twenty-four (24) months.
- (c) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

7.04 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

7.05 Personnel File

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Secretary-Business Manager of the Union (or a designated representative), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other employers) and/or for purposes of the proper application of this Agreement.

7.06 Grievance Procedure

Grievances

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement. A general grievance is defined as one that affects the collective interests of the bargaining unit, rather than an individual.

Grievances of a general nature may be initiated in step two of this grievance procedure.

Grievances shall be processed in the following manner:

Step One (1)

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the General Manager or his/her designate within ten (10) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this

step then;

Step Two (2)

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the General Manager or his/her designate by a Shop Steward who shall discuss the grievance. Within ten (10) calendar days of receipt of the written grievance, the General Manager or his/her designate shall give his/her written reply. If the grievance is not settled at this step, then;

Step Three (3)

The Shop Steward, Secretary-Business Manager or his/her designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within ten (10) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

All time limits set out above are subject to change by mutual agreement.

7.07 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

Employees shall not be dismissed or suspended except for just and reasonable cause.

7.08 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 8, it is found that an employee was laid off in violation of this Agreement, or disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

7.09 Time Limits

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party.

7.10 Expedited Arbitrations

- (1) Grievances for expedited arbitration shall be heard on a mutually agreed time and location.
- (2) Lawyers and authorities will not be necessary for expedited arbitrations.
- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (4) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (5) Parties will share cost of proceedings equally.
- (6) The expedited arbitrators, who shall act as sole arbitrators, shall be Bob Diebolt, Dave McPhillips, Emily Burke, Brian Foley, Chris Sullivan, Joan Gordon or a substitute agreed to by the parties.
- (7) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

- (a) Bob Diebolt
- (b) Dave McPhilips
- (c) Emily Burke
- (d) Chris Sullivan
- (e) Joan Gordon
- (f) Brian Foley

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above. If an arbitrator is not available within a reasonable amount of time, the next arbitrator on the list shall be appointed.

The decision of the said arbitrators made in writing in regard to any difference/s, shall be final and binding upon the Employer, the Union, and the employees concerned.

8.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration

Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order his or her reinstatement with or without benefits or under such circumstances as he/she deems equitable in consideration of all the circumstances.

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

8.04 Expenses of Arbitration Board

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

8.05 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis.

9.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis.

9.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a

regular full-time or regular part-time employee.

9.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7, Section - Grievance Procedure.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first four hundred and fifty (450) hours of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one hundred and fifty (150) hours provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. In the case of termination and where the probationary employee grieves, the employer shall be required to show that it did not act unreasonably in judging the employee unsuitable for permanent employment.

10.02 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

ARTICLE 11 - JOB POSTING

11.01 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven (7) days of the vacancy or of a new position being established, for a minimum of fourteen (14) calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer shall not advertise outside the Vancouver

Recovery Club for any position until the end of seven (7) calendar day's internal posting.

11.02 Temporary Vacancies less than 60 Days

Notwithstanding clause 11.01, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:

- (i) in order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;
- (ii) by casual employees;
- (iii) if the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made;

11.03 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, or bereavement leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

11.04 Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to Article 11.01 (a).

11.05 Notification

- (a) After the successful applicant is notified, the Employer will post the name of the successful applicant.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.

- (c) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

11.06 One (1) copy of all postings shall be provided to the Local Union Designate.

ARTICLE 12 - SENIORITY

12.01 Promotion, Transfer, Demotion

In the promotion, transfer or voluntary demotion of employees, efficiency, and required qualifications shall be the determining factors. However, where two (2) or more employees have indicated their interest in the same promotion or transfer, then the employee with the most seniority shall be given the promotion or transfer, provided she/he has the ability to perform the job.

When hiring externally for the safe ride program, the Employer will give first consideration to people who are in recovery.

12.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred

because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section.

12.03 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

12.04 Seniority List

- (a) The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to its regular employees:
 - (1) Employee's name;
 - (2) Employee's seniority;
 - (3) Employee's current classification.
- (b) The regular seniority list shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- (c) The Employer will provide the Union and the Bargaining Unit Chairperson with a copy of the seniority list upon request.

12.05 Seniority Defined

For employees on staff as of the first date of ratification (June 4, 2007), seniority shall be defined as the length of the employee's

continuous employment with the Employer, including service prior to the signing of this agreement.

Seniority for all Employees hired after the date of ratification shall be defined as the total accumulated hours calculated from the date the employee last entered service in the bargaining unit.

12.06 Seniority status, once acquired will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for cause;
- c) Layoff in excess of twelve (12) months;

ARTICLE 13 - JOB DESCRIPTIONS

- a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Shop Steward, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether:
 - (i) the procedure whereby the job shall have been established has been followed;
 - (ii) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (iii) the job is properly remunerated in relation to the existing wage schedule; and,
 - (iv) any qualifications established for the job are relevant and reasonable.

ARTICLE 14 - NEW AND CHANGED POSITIONS

14.01 Notice of New Positions

In the event the Employer shall establish a new position, the classification and wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union; unless written notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered as agreed to.

14.02 Notice of Changed Positions

In the event the Employer shall adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which shall be affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classifications and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered as agreed to.

14.03 The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 8.

ARTICLE 15 - VOLUNTEERS

Both parties understand that the Vancouver Recovery Club provides an essential service to the still suffering alcoholic and addict and that their lives could depend on their ability to volunteer to be of service. Therefore, it is understood that this agreement will not affect any person or persons who wish to volunteer time to maintain or achieve a sober and clean lifestyle.

***Downtown Society for the Fellowship of Recovering Alcoholics
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April 1, 2017 to March 31, 2021***

This agreement also does not cover any person or persons who volunteer their time for the successful operation of a community dance held most Friday nights, volunteers who assist the club in putting on community dinners such as Thanksgiving or Christmas dinners or any other community dinner or event where the Recovery Club is trying to help the most troubled of our society.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 Where the Employer intends to introduce technological change or a measure which affects the job security of employees, the employer shall give no less than sixty (60) calendar days' notice in writing to the Union.

16.02 The Employer and the union shall meet within twenty-one (21) days of the date of the notice.

16.03 If the employer and the Union fail to reach agreement, the matter may be referred to the Expedited Arbitration procedure of this agreement.

16.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 16 and Article 17.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 "Layoff" is a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reduction in Hours of Work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, reorganization, program termination, closure or other material change in organization.

17.02 Reduction of Hours

The Parties recognize the value of a discussion, or a meeting prior to laying off Employees in the Bargaining Unit. Where the Employer intends to introduce a measure which may result in a reduction of the workforce, the parties shall meet as soon as possible. The purpose is to discuss the relevant factors related to the layoff.

It is agreed that in instances where the employer finds it necessary to reduce the hours of certain positions in a department:

- (a) Where possible, hours shall be reduced in reverse order of seniority.
- (b) Where that is not possible, the schedule in the department shall be reorganized, and the employees in the department shall choose a new position in order of seniority. Any employee suffering a layoff as defined in Article 17.01 shall be afforded an opportunity to exercise his/her bumping rights in accordance with Article 17.04. If there are no opportunities, or if the employee chooses not to exercise

their rights under Article 17.04, the employee shall be entitled to notice in accordance with Article 17.03, below.

17.03 The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:

- (a) one week pay in lieu or notice, after three (3) months;
- (b) two weeks' pay in lieu or notice, after one (1) year, three weeks' pay in lieu or notice, after three (3) years, plus one (1) additional week for each additional year of employment to a maximum of eight (8) weeks' notice.

17.04 Bumping

It is agreed that in instances where a job is eliminated, or significantly changed the following shall apply:

- a) Employees shall be laid off in reverse order of seniority.
- b) A laid off employee may bump a less senior employee provided the employee possesses the ability to perform the job of the less senior employee. The Employer shall supply to the Employee and the Union a designate list of all employees that may be bumped by the Employee. Bumping rights must be exercised within thirty-one (31) days of notification of lay off by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

- c) Employees on lay off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and

must report for work within seven (7) calendar days of receiving notification.

17.05 Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from an act of God, fire or flood.

17.06 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 17.04 of this Agreement.

17.07 Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, two (2) copies of such notice shall be provided to the Local Union designate.

17.08 An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

ARTICLE 18 - SCHEDULING PROVISIONS

18.01

(a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at

- least seven (7) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least seven (7) calendar days advanced notice, and the change is more than two (2) hours, such employee shall be paid overtime rates for the first shift worked pursuant to Article 20. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
 - (b) There shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
 - (c) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 21.
 - (d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement
 - (e) Employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
 - (f) If the Employer changes a shift schedule without giving a minimum of seven (7) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 20. Notice of the change shall be confirmed in writing as soon as possible.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

19.02 Hours of Work

- (a) The regular hours of work, exclusive of unpaid meal periods, shall be an average of seven and a half (7.5) hours per day and thirty-seven and a half (37.5) hours per week.
- (b) Where an employee, including a casual, is scheduled/called to work is not informed prior to arrival at work that he/she is not required to work, the employee shall be entitled to be paid for a minimum of four (4) hours.
- (c) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Parties to this Agreement.

19.03 Rest and Meal Periods

All employees shall have two (2) fifteen (15) minutes rest periods in each work period in excess of (6) hours, one (1) after the meal period. Employees working a shift of three and one-half (3 ½) hours, but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin within one (1) hour either before the meal period or at the end of the shift. Rest periods shall be taken without loss of pay to the employee. The meal period shall be 30 minutes in duration and unpaid by the Employer; the Employer shall schedule the meal break period for each employee who qualifies for a meal period.

ARTICLE 20 - OVERTIME

20.01 Definitions

- i. "Overtime: means work authorized by the Employer and performed by and employee in excess of:
 - (1) The scheduled daily hours of a full-time employee;
or
 - (2) The agreed averaging period.
- ii. "Straight-time rate" means the hourly rate of remuneration.
- iii. "Time and one-half" means one and one-half times the straight-time rate.

20.02 Overtime Entitlement

Overtime entitlement shall be calculated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

20.03 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

20.04 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours or who are requested to work on their scheduled day of rest, shall be paid time and one-half for the first three (3) hours of overtime on a regularly scheduled work day.

20.05 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

20.06 Rest Interval

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between

the end of the overtime worked and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

20.07 Overtime for Casual Employees

- (a) Casual employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of as full-time employee.
- (b) A casual employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked up to and including the normal days in the work week of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

ARTICLE 21 – CALL-BACK

21.01 Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate whether or not he/she actually commences work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of forty-two cents (\$0.42) per kilometre from the employee's home to the Employer's place of business and return.

ARTICLE 22 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

22.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

22.02 In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

ARTICLE 23 - TRANSPORTATION ALLOWANCE

23.01 An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-two cents (\$0.42) per kilometre.

The minimum allowance an employee shall receive is five dollars (\$5.00) per trip.

ARTICLE 24 - STATUTORY HOLIDAYS

24.01 Statutory Holidays

The following shall be designated as statutory holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	Thanks Giving Day
Remembrance Day	Christmas Day	Boxing Day

Any other holiday proclaimed as a holiday by the federal government or the government of the province of British Columbia shall also be a paid holiday.

24.02 Holiday Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above noted holidays falls on a Saturday and is

not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. When a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

24.03 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular full-time employee's day of rest, the Employer shall give the employee a lieu day off with pay.

24.04 Working on a Designated Lieu Day

If a regular full-time employee is called to work on a day designated as the lieu day, the employee shall be compensated at time-and-a-half for all hours worked.

24.05 Holiday Falling on a Work Day

An employee who is required to work on a designated holiday shall be compensated at time-and-a-half. Regular full-time employees shall also receive a day off in lieu.

24.06 Holiday Coinciding With a Day of Vacation

Where a regular full-time employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

24.07 Christmas Day or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

24.08 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority for the sixty (60) working days preceding his/her holidays, in which case she shall receive the higher pay.

24.09 Scheduling of Lieu Days

- (a) Lieu days shall be scheduled by mutual agreement and seniority.
- (b) All lieu days must be used within twelve (12) months from the date the statutory holiday is deferred.

ARTICLE 25 - VACATIONS

25.01 Vacation Entitlement

- (1) Each employee who has completed one (1) year of service shall be entitled to two (2) weeks' vacation.
- (2) After each of the following anniversary dates an employee if he/she remains with the Employer shall be entitled to vacation during the term of this agreement as follows:
 - (a) After four (4) years, three (3) weeks' vacation
 - (b) After eight (8) years, four (4) weeks' vacation
 - (c) After fourteen (14) years, five (5) weeks' vacation
- (3) Each vacation week will consist of forty (40) hours.
- (4) Each employee shall be entitled to take their vacations in full or may use vacations as individual days.
- (5) All vacation days must be used in the vacation year in which they are earned. (No carryover of vacation days to next vacation year)
- (6) Each employee shall be paid for their vacation days as if they had been at work.
- (7) Each employee is required to take his or her full allotment of vacation days every year.

25.02 Splitting of Vacation Periods

Employees wishing to split their vacations 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 posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.

25.03 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 25.01.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse*, child, step-child, brother, sister, step-brother, step-sister, brother in-law, sister in-law, father-in-law, mother-in-law, son in-law, daughter in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

* Spouse shall include common-law and/or same sex relationships.

ARTICLE 27 – FAMILY RESPONSIBILITY LEAVE

27.01 An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care or;
- (b) the care or health of any other member of the employee's immediate family.

ARTICLE 28 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

28.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

- (a) Beginning January 1, 2015, seven (7) days of sick leave will be allocated on January 1 of each year.

Beginning January 1, 2016, eight (8) days of sick leave will be allocated on January 1 of each year.

- (b) Each pay period the Employer will inform each employee of the number of remaining sick days.

- (c) **Short Term Disability**

After the 4th day of illness, a short term disability benefit (65% of pay) will be paid for a maximum of seventeen (17) weeks.

28.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from

duty because of sickness and employees must notify the Employer prior to their return.

28.04 WCB leave with pay shall be granted for the one (1) day or less not covered by the WorkSafe B.C.

28.05 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

28.06 An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

28.07 Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

28.08 Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods

of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing.

28.09 The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

28.10

(a) Benefits While on Compensation

Employees who are absent from work and in receipt of WorkSafe BC wage-loss replacement benefits shall be considered as being at work and shall receive benefits as if they were employed to a maximum of seventeen (17) weeks.

(b) Employee to Contact Employer

Employees who are absent from work due to WorkSafe BC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(c) Return to Work Following Illness or Injury

Prior to returning to work, employees who have been absent from work and in receipt of WorkSafe BC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 29 - JURY DUTY

29.01 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the

days he/she is normally scheduled to work, provided this do not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals received from the court.

ARTICLE 30 - LEAVE - UNPAID

30.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the General Manager or his/her Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

30.02 Unpaid Leave - Affecting Seniority and Benefits

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate seniority and benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

30.03 Unpaid Leave - Union Business

(a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:

(1) to an elected or appointed representative of the

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- Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
 - (4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 31 - MATERNITY LEAVE

31.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

31.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption;
 - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

31.03 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's benefit coverage during maternity and parental leave provided the employee maintains his/her share of the cost of the plan.

ARTICLE 32 - UNION ADVISED OF CHANGES

32.01 The Union Secretary - Business Manager shall be informed in writing of any change contemplated by the Employer which affects the terms of this Agreement.

ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY

33.01 Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

33.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a client.

ARTICLE 34 - VACCINATION AND INOCULATION

34.01 Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY

35.01 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.

- a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.
- b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.
- d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/guests, WHMIS and the role and function of the Occupational Health and Safety Committee.
- e) The Employer will provide orientation or in-service 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. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.

- f) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

35.02 Training and Orientation

- a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- c) The Employer will cover lost time and the cost of certificates for the renewal of first aid certificates or any other Employer required training. This provision does not include costs related to driver's licenses.

35.03 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

35.04 Protective Clothing and Equipment

- a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.
- b) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

35.05 Aggressive Clients

Employees will be familiar the employer's policy on aggressive

clients. The policy shall not be amended during the term of the collective agreement without discussion at the OH&S committee.

ARTICLE 36 – HEALTH CARE PLANS

36.01 Employees scheduled to work twenty (20) or more hours a week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit plan.

The Employer shall pay 100% of the premium costs for all eligible employees.

36.02 Disputes

Any disputes regarding benefit eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedures. The Employer's sole responsibility with respect to benefits is to make its premium payments.

ARTICLE 37 - PAY DAYS

37.01 Employees shall be paid by direct deposit every second Thursday, subject to the following provisions:

- a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.
- b) When a pay day falls on a non-banking day, the pay shall be deposited prior to the established pay day.

ARTICLE 38 - UNIFORMS

The Employer shall supply and repair uniforms for employees who are required to wear same. Employees must return to The Employer uniforms and other Employer property in their

possession at the time of termination of employment. The Employer will take such action as required to recover the value of articles which are not returned.

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform then a clothing/maintenance allowance of ten dollars (\$10.00) per pay period shall be paid.

ARTICLE 39 - CONTRACTING OUT

39.01 No Layoff of Employees

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

ARTICLE 40 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 41 - EFFECTIVE AND TERMINATING DATES

41.01 Effective and Terminating Dates

- (i) The Agreement shall be effective the date of ratification and shall remain in force and be binding upon the parties until March 31, 2021 and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the

Employer shall remain in force and effect until a new collective agreement comes into effect.

41.02 Effective Date of Wages and Benefits

All non-compensatory provisions, wages and benefits shall be effective from Date of Ratification unless otherwise specified in this Collective Agreement.

41.04 It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Code* of British Columbia is excluded from this Agreement.

ARTICLE 42 - SAVINGS CLAUSE

42.01 In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective Agreement.

ARTICLE 43 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

43.01 The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.

- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.

43.02 Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 11.

43.03 Part time employees may also register for casual work provided there are no overtime costs.

43.04 Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.

43.05 Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing.

43.06 For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

43.07 Seniority List – A master casual employee seniority list shall be revised and updated every six (6) months as of the last date of the payroll period immediately prior to April 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.

At the time of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.

43.08 Call in procedure – All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the initials of person who made the call.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.

43.09 Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

45.10 The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.

43.11 Casual employees shall receive 4.0% of their straight time pay in lieu of scheduled vacations and Statutory Holiday pay in accordance with the *Employment Standards Act*.

43.12 Casual employees shall be expected to provide the employer with their availability at least on a monthly basis. If they do not, the employer has the right to remove the employee from the call in list and terminate the employee's employment.

43.13 If a casual employee does not return a call after five (5) consecutive call in attempts, the employer has the right to remove that employee from the call in list and terminate the employee's employment.

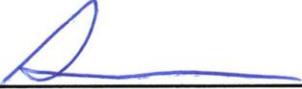
**Downtown Society for the Fellowship of Recovering Alcoholics
 (Vancouver Recovery Club) / Hospital Employees' Union
 April 1, 2017 to March 31, 2021**

WAGE SCHEDULE

Position	Current	Apr 1, 2017	Apr 1, 2018	Apr 1, 2019	Apr 1, 2020
Night Monitor	\$13.34	\$13.41	\$13.54	\$13.98	\$14.75
Outreach Worker	\$17.36	\$17.45	\$17.55	\$17.65	\$17.75
Safe Ride:					
1 Year	\$19.71	\$19.81	\$19.91	\$20.01	\$20.11
2 Year	\$20.83	\$20.94	\$21.04	\$21.15	\$21.26

**Downtown Society for the Fellowship of Recovering Alcoholics
(Vancouver Recovery Club) / Hospital Employees' Union
April 1, 2017 to March 31, 2021**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



**Bill Wong
General Manager
Coordinator**



**Tim Pittman
Board Member
Representative**

**SIGNED ON BEHALF OF
THE UNION:**



**Máire Kirwan
Coordinator of Private
Sector**



**Victor Porter
Negotiator**



**Randy Jack
Bargaining Committee**



**Steve Reid
Bargaining Committee**

DATE: July 9, 2019

DATE: MAY 17, 2019

LETTER OF UNDERSTANDING #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

and

VANCOUVER RECOVERY CLUB

Re: Article 19 – Hours of Work

It is agreed by the parties that:

1. The current practice regarding hours of work, meal breaks and rest periods for employees on staff prior to the date of ratification, shall continue.

LETTER OF UNDERSTANDING #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

and

VANCOUVER RECOVERY CLUB

Re: Article 30.02

Employees on an unpaid leave of absence for more than twenty (20) days shall upon return to work have their date of hire adjusted to reflect the period of time they were on leave for.

This does not apply to employees on Maternity, Paternity, WCB or Short Term Disability.

LETTER OF UNDERSTANDING #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

and

VANCOUVER RECOVERY CLUB

Re: Staffing Changes

The Employer shall propose and discuss any staffing changes with the Union through the Joint Labour/Management committee prior to implementation.

LETTER OF UNDERSTANDING #4

BETWEEN

HOSPITAL EMPLOYEES' UNION

and

VANCOUVER RECOVERY CLUB

Re: Wage Adjustments Due to Additional Funding

The Employer and the Union agree that in the event that additional funding is received from the City of Vancouver or from other sources, equivalent to the funding lost in 2018, that on April 1st, 2020, employees will receive an additional increase of \$0.10 per hour.

If the additional funding received is different, the raise will be proportionally equal to the funding received.