

**November 1, 2021 – December 31, 2025**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**REGIONAL ANIMAL PROTECTION SOCIETY – CAT SANCTUARY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718 – 03**

Regional Animal Protection Society (Cat Sanctuary) and CUPE 718-03  
Collective Agreement November 1, 2021 to December 31, 2025

COLLECTIVE AGREEMENT BETWEEN:

**REGIONAL ANIMAL PROTECTION SOCIETY (CAT SANCTUARY)**

(hereinafter called the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718-03**

(hereinafter called the "Union")

**PREAMBLE**

WHEREAS the Employer is an employer within the meaning of the *Labour Relations Code of British Columbia*.

AND WHEREAS the Union is the certified bargaining agent for the employees specifically described at the location in the certification issued by the B.C. Labour Relations Board dated 23rd day of March 2020 (hereinafter called the "Employees").

NOW THEREFORE this Agreement witnesseth that it is hereby agreed between the parties hereto as follows:

**1. TERM OF AGREEMENT**

1.1 This Agreement shall be for a term of four (4) years plus two (2) months with effect from November 1, 2021, to December 31, 2025, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the *Labour Relations Code*, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay changes to wages in Schedule A between the parties et al., neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the *Labour Relations Code*; or
  - (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the *Labour Relations Code*; or
  - (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;
- whichever is the earliest.

1.2 The operation of sub-sections (2) and (3) of Section 50 of the *Labour Relations Code* shall be specifically excluded and shall not be applicable to this Agreement.

**2. UNION SECURITY**

- (a) All current Employees who are now members of the Union shall remain members of the Union. Union dues will be deducted by the Employer on the

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first pay period after signing of this first Collective Agreement. All future Employees shall become members of the Union and have dues deducted by the pay period immediately following the date of hire. All such Employees shall remain members of the Union as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union. All Employees of the Employer covered by this agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future Employees of the Employer covered by this agreement, shall, as a condition of continued employment, become and remain members in good standing in the Union.

- (b) It is agreed that all Employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Union equal to the Union's bi-weekly dues; such payments to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods provided the Employee works any part of the pay period. The Employer will acquire the signature of new Employees on Union Application for Membership and Dues Deduction Authorization Cards at the same time as the Employee signs Employment forms. The completed documents will be forwarded to the Union within ten (10) calendar days (M-F). These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.
- i. The Employer shall honour a written assignment of wages to the Union as prescribed by this Article.
  - ii. The Union will supply the applications and check-off cards to the Employer. The Employer will forward the completed cards to the Union within ten (10) calendar days (M-F).
  - iii. The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution / By-Laws of the Union. The Employer agrees to forward all monies and transmit the total of the amounts so deducted to the Secretary-Treasurer of the Union by the fifteenth (15) day of the month following, along with a list of the Employees in respect of whom such deductions have been made. Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.
  - iv. Notwithstanding any provision contained in this Article, there shall be no financial responsibility on the part of the Employer for fees, dues, or assessments of an Employee unless there are sufficient unpaid wages owing to that Employee by the Employer.
  - v. Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.
- (c) In order to provide job security for the Employees, the Employer agrees that all work or services performed by Employees shall not be contracted out, transferred, leased, assigned or conveyed, in whole or in part, to any other person, organization, or non-bargaining unit employee except for those services already performed currently and historically, since 2017, by the Employer's volunteers.

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Persons whose jobs are not in the bargaining unit (paid or unpaid) will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties, which includes the stipulations for use of volunteers in the Letter of Understanding (LOU) #1 for Volunteers.

- (d) The Employer agrees that for the term of this Agreement, no work carried out by members of the bargaining unit shall be contracted out, except that work currently contracted out or done by volunteers shall continue to be at the discretion of the Employer.
- (e) No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- (f) The Employer agrees to provide the Union the names, addresses, phone numbers, and any other contact information held by the Employer and the status of each bargaining unit member annually as described by law.

**3. EMPLOYEE DEFINITIONS**

A Regular Full-Time Employee is an Employee who is employed on a full-time basis of thirty (30), thirty-five (35), thirty-seven and one half (37½), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

A Regular Part-Time Employee is an Employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

A Temporary Employee is an Employee who is employed for a term of less than six (6) months and includes summer students and interns.

An Auxiliary Employee is any other Employee.

**4. REMUNERATION**

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement.
- (b) Any changes in salary rates as outlined in Schedule "A", or changes in job classification, or, if it becomes necessary to engage an Employee in a class not provided for in Schedule "A", the salary to be paid shall be handled in accordance with Article 17.
- (c) Individual pay adjustments arising from reclassifications, revaluations, and promotions (but not acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.
- (d) The hourly rates set forth in Schedule "A" shall be the basis for the application of any general salary increases.
- (e) Where an Employee is required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by two (2) consecutive days off.

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- (f) The normal daily hours of work for Employees shall be up to eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid meal period, scheduled between the hours of 6:00 am to 11:00 pm, worked over five (5) consecutive days with two (2) days of rest.
- (g) Regular Part-Time Employees may work non-standard hours as outlined in this Agreement; however, all other provisions of this Agreement shall apply.
- (h) Overtime is regulated by Article 6 of this Agreement.

**4.1 Daily Guarantee**

- (a) Subject to the provisions of paragraph (c), an Employee who commences work on the Employee's scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of paragraph (c), an Employee reporting for the Employee's scheduled shift on the call of the Employer, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (c) In any case where an Employee:
  - (i) reports for their regular shift but refuses to commence work, or
  - (ii) commences work but refuses to continue working, the Employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

**5. HOURS OF WORK AND WORK WEEK**

- (a) The Cat Sanctuary is open from 6:00 am to 11:00 pm for Employees, seven (7) days a week and all B.C. Statutory Holidays.  
  
No Employee shall be required to work more than eight (8) consecutive hours per day. Break Entitlements:
  - i. Employees working a seven (7) hour shift or more shall be entitled to an unpaid thirty (30) minute meal break and two (2) paid fifteen (15) minutes rest periods. An unpaid thirty-minute (30) break shall be allowed for a meal break, with staggered office hours so that offices remain open during the full day with a paid (15) minute rest period in the first half (1/2) of the workday and a second such rest period in the second half (1/2) of the workday.
  - ii. Employees working five (5) hours or more but less than seven (7) hours are entitled to a fifteen (15) minute paid rest period and an unpaid thirty (30) minute meal break.
  - iii. Employees working less than five (5) hours are entitled to fifteen (15) minute paid rest period during their shift.
- (b) Where an Employee is required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by two (2) consecutive days off.

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- (c) The normal daily hours of work for Employees shall be up to eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid meal break, scheduled between the hours of 6:00 am to 11:00 pm, worked over five (5) consecutive days with two (2) days of rest.
- (d) Regular Part-Time Employees may work non-standard hours as outlined in this Agreement; however, all other provisions of this Collective Agreement shall apply.
- (e) Overtime is regulated by Article 6 of this Agreement.

**6. OVERTIME**

**6.1 Overtime Defined**

All time worked beyond the normal scheduled workday (eight (8) hours) or the normal scheduled work week (forty (40) hours/five (5) -day week), at the request of the Management in writing (text or email), shall be deemed as overtime. No overtime shall be worked by any Employees unless preauthorized in writing by the Manager.

**6.2 Overtime – Normal Workday**

Employees shall be paid at overtime rates for all overtime worked immediately preceding or following their normal workday upon written notice (text or email) in advance by the Manager. All work in excess of the normal workday shall be paid at time and one-half (1½ X) the regular hourly rate for the first four (4) hours of overtime, and double (2X) the regular hourly rate for anytime over twelve (12) hours in a day.

**6.3 Overtime – Holidays**

Any Employee who is required to work on a B.C. Statutory Holiday shall be paid at the rate of time and one-half (1½ X) the regular rate of pay.

**6.4 Overtime – Day of Rest**

- a) As per the *B.C. Employment Standards Act ("B.C. ESA")*, the Employee is entitled to at least thirty - two (32) consecutive hours off work each week (a seven (7) day period) (the "rest period"). Should the Employee be required to work during that rest period, all time worked on Employee's rest day, up to eight (8) hours shall be paid for at time and one-half (1.5 X) the regular rate of pay. After eight (8) hours and up to twelve (12) hours the Employee shall be paid double (2X) the Employee's regular rate of pay. After twelve (12) hours any time worked will be triple (3X) the Employee's regular rate of pay.
- b) After forty-eight (48) hours in a work week time shall be paid at double (2X) the regular rate of pay.

**7. BREAKS**

- (a) All Employees preapproved in writing by the Manager to work through their breaks, will be paid at their regular rate of pay or overtime rate where applicable, as set forth in Article 6.

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- (b) When an Employee works two (2) hours overtime beyond eight (8) hours on a day, they shall receive a thirty (30) minute paid rest break and thereafter a thirty (30) minute paid rest period every three and one half (3.5) hours worked.

**8. VACATIONS**

8.1 All vacation allowance earned during a calendar year must be taken prior to December 31<sup>st</sup> of the following year. There shall not be any payouts in lieu of taking vacation time.

- (a) Annual Vacations are as follows:

A year is deemed to be the period from January 1 to December 31.

For the first five (5) years of employment, ten (10) days annual vacation. In the year of hire, vacation will be prorated to the number of months worked in the year.

Thereafter, annual vacations are as follows:

Year 6-14	15 days
Year 15-22	20 days
Year 23 and up	25 days

- (b) If a B.C. Statutory Holiday falls on or is observed during the Employee's vacation period, the Employee shall not be required to use a vacation day for such B.C. Statutory Holiday.
- (c) Subject to the requirements of Employer's operations, an Employee shall be granted the vacation period preferred by the Employee. Preference over vacation dates shall be determined by the Employee's seniority.
- (d) Any Employee who has not selected their vacation period(s) by October 15 for January to June of the following calendar year, or by April 15 for July to December of the same calendar year will not have any seniority rights with regards to being given preferential treatment in selecting their vacation period over other Employees with less seniority.
- (e) If an Employee who has left the employment of the Employer having taken more vacation pay than the Employee has earned on a prorated basis, the Employer is entitled to deduct the amount owing from the Employee's final pay.

**9. STATUTORY HOLIDAYS**

All Employees shall be entitled to a holiday with one (1) day's pay on the following public holidays, namely:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

and any other day proclaimed or declared by the B.C. Provincial Government as a Statutory Holiday.

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- (a) When a Statutory Holiday falls on the Employees regular scheduled day off they will have the following scheduled working day off with one (1) day's pay.
- (b) The overtime pay for work performed on a Statutory Holiday or day observed as such is in addition to any statutory holiday pay that an Employee may be entitled to under this Article.

**10 EMPLOYEE BENEFITS**

**10.1 Continuation of Existing Conditions**

All rights, benefits and working conditions which employees now enjoy, receive or possess as employees of the Regional Animal Protection Society shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Regional Animal Protection Society and the Union.

**10.2 Continuation of Existing Benefit Plan**

The Employer and Employees shall equally share the premium costs of the Benefits Plan and there shall be no variance in the cost of the Benefit Plan unless agreed to by the Employer and the Union. The Employer shall endeavour to continue to provide a benefit plan for Employees that is comparable in cost to the existing benefit coverage to the Benefit Plan that is currently in effect through Pacific Blue Cross and Employer will make best efforts to ensure that benefits continue without disruption.

The Employer's sole obligation with respect to benefits is limited to the payment of its share of the premium costs of the Benefits Plan. The Employer has no obligation, responsibility or liability for the payment of actual benefits in any circumstance. A denial of coverage or a refusal to pay benefits does not constitute a breach of this Agreement.

**10.3 Benefit Plan Premiums**

The premium cost of providing EHC/Dental benefits shall be borne fifty percent (50%) by the Employer and fifty percent (50%) by the Employees. The Employees' contributions shall be made by payroll deduction.

**10.4 Survivor Benefits**

In the event of an employee's death during service with the Employer, all outstanding monies owed, benefit entitlements, and life insurance benefits shall be paid to the employee's beneficiary.

**10.5 Sick Leave**

- (a) Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled.
- (b) Entitlement to sick leave commences after an Employee has completed ninety (90) days of employment.
- (c) Regular Full-Time Employees are entitled to up to five (5) cumulative paid sick days per year.
- (d) Regular Part-Time Employees are entitled on a prorated basis to the same sick leave to which Regular Full-Time Employees are entitled.

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- (e) An Employee may be required to produce a doctor's certificate to the Employer for any sick leave exceeding five (5) continuous days. The cost of the certificate shall be paid for by the Employer to a maximum of one hundred (\$100.00) dollars upon submission of a receipt.

**11 WORKING CONDITIONS**

**11.1 Probation Period**

- (a) Newly hired Employees shall be considered on a probationary basis for a period of ninety (90) calendar days from the date of hiring. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer is entitled to terminate a probationary Employee if the Employee is unsuitable for continued employment.
- (b) In determining suitability, the Employer is entitled to consider factor(s) which could reasonably be expected to affect the employment relationship including conduct, quality of work, ability to work with others or the ability to meet performance standards of the Employer.
- (c) After completion of the ninety (90) day probationary period, seniority shall be effective from the original date of employment except as otherwise provided in this Agreement.

**11.2 Seniority**

Seniority is defined as the length of service within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Except as provided in this Agreement, seniority shall be used to determine preference or priority for promotion, transfer, layoff, permanent reduction in the workforce, and recall, as set out in other provisions of this Agreement.

Seniority is determined to be the date of hire for all Regular Full-time or Part-time Employees.

**11.3 Loss of Seniority**

An Employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff, or leave approved by the Employer. An Employee shall only lose their seniority in the event:

- (a) they are discharged for just cause and not reinstated;
- (b) they resign in writing;
- (c) they fail to report to work within ten (10) calendar days following a recall to work and after being notified by email to do so, unless through sickness or other *bona fide* reasons. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

**11.4 Job Posting and Promotional Policy**

- (a) When a permanent or temporary job vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position at the worksite for a minimum of seven (7) days and send

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the notice electronically to all Employees. Qualified internal applicants will be considered and interviewed prior to external candidates.

- (b) An Employee who is awarded a posted job (permanent or temporary) will be granted the higher rate of pay if there is an increase in pay, upon taking over the duties of the new job.
- (c) In making staff changes, promotions, or transfers, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Where two (2) or more Employees are equally capable of filling the positions, the senior applicant shall be chosen.
- (d) If a job vacancy can be filled by an absent Employee (i.e. an Employee on a medical leave/compensation, protected leave, approved leave, or vacation), a temporary appointment to the vacancy may be made.
- (e) Any internal applicants who are unsuccessful in obtaining a job vacancy from an internal posting will be given a verbal report to them within two (2) weeks with the reasons that they were not successful in obtaining the above-mentioned posting.

**11.5 Trial Period**

- (a) The successful applicant who is appointed to another position within the bargaining unit shall complete a trial period of sixty (60) calendar days. Conditional upon satisfactory completion of the trial period, the Employee shall become permanent in the position.
- (b) If, during the trial period, the successful applicant proves unsatisfactory in the position or if the applicant wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority.
- (c) Any other Employees promoted or transferred because of the rearrangement of positions shall also be returned to their comparable position without loss of seniority or pay. Any unsuccessful applicants for the original posting will then be considered. If there are no unsuccessful applicants, then the position would be reposted.

**11.6 Pay for Acting in a Higher Paid Position**

- (a) On every occasion that an Employee is temporarily required to perform the duties of a higher paid position covered by the Collective Agreement, the Employee shall be paid at the rate of pay for such position for the hours worked.
- (b) Where an Employee is assigned to a lower paying position, the Employee shall receive their regular rate of pay.

**11.7 Layoff Procedure**

- (a) A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- (b) In the event of layoffs, Employees shall be laid off in reverse order of their seniority. The Employer may lay off Employees with lessor seniority by job classification seniority, in such cases that employee will be entitled to paragraph 11.7(c).

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- (c) Any Employee has the right to displace an Employee bargaining unit wide with lesser seniority in a lay-off situation, provided that they have the ability to perform the work.
- (d) Seniority will be maintained and accumulated during approved absences which include but not limited to medical, *WorkSafeBC*, Maternity, Parental, Union and any other prescribed leaves under the BC ESA.
- (e) Seniority will be maintained but not accumulated during layoffs.
- (f) An Employee who accepts a position with the Employer outside the bargaining unit and is returned to the bargaining unit within three (3) calendar months shall maintain their seniority but shall not accumulate seniority while in that position.
- (g) When effecting a reduction in the work force, the Employer will enter into discussion with the Union pursuant to Section 54 of the *B.C. Labour Relations Code*.

**11.8 Recall Procedure**

- (a) Employees shall be recalled from layoff in order of seniority.
- (b) It shall be the responsibility of the Employee to keep the Employer and the Union informed of the Employee's current contact information. Employees shall be notified of recall to this contact information.
- (c) No new Employees shall be hired until Article 11.8 (a) and in accordance with 11.3 (c) has been exhausted and those laid off with seniority have been given an opportunity to return to work.

**11.9 Leave of Absence – Union Officials**

**(a) Union Leave of Absences – Union Paid**

All applications for leave of absence, without pay, shall be granted to Union representatives, with fourteen (14) days written notice provided the Employer will grant leave if operational requirements allow, and will not be unreasonably denied. In circumstances where the fourteen (14) days written notice cannot be provided the Employer will grant leave if operational requirements allow.

- i. Requests for unpaid Union leave of absences are intended to cover but not limited to events such as: CUPE Conventions, the B.C. Federation of Labour Convention, the Canadian Labour Congress Convention, Union Education, transacting other business in connection with matters affecting members of the bargaining unit, or any other Union business deemed necessary by the local.
- ii. Where an unpaid Union Leave application is granted, The Employer shall continue to pay the applicant's regular wages or salary, including the Employer's regular contributions towards extended medical benefits, with all such monies being reimbursed to the Employer by the Union within no more than sixty (60) days following an invoice being provided to the Union by the Employer.
- iii. Leave of absences shall be in accordance with Article 14(a) of this Agreement.

**(b) Union Leave of Absences – Employer Paid**

Employees appointed by the Union to act as stewards under this Agreement, may, with approval in advance from the Employer, be granted reasonable time off from their job, without loss of pay to attend to matters outlined below. Any such activities will be conducted with the least disruption to operations. Such leave will not be unreasonably withheld for the following purposes:

- i. Representing members in all matters related to investigations, discipline and grievances with the employer.
- ii. Attending Labour Management Committee Meetings as per Article 19.

**11.10 Bereavement Leave**

(a) In case of a death in their immediate family, an Employee may be granted a leave of absence of up to three (3) days. An additional leave of two (2) days may be requested where extended travel is required to attend the funeral. Such leaves will be with pay and shall not be unreasonably withheld and may be subject to verification when requested by the Employer.

(i) Immediate family means husband, wife, common-law spouse, mother, father, step-mother, step-father, children, sister, brother, mother-in-law and father-in-law, sister-in-law and brother-in-law, niece, nephew and grandparents, or

(ii) Any other relative if living in the Employee's household.

(b) Should an Employee require time off as a result of the death of a family member not listed in this Article, the Manager or delegate will give consideration to an Employee's request to utilize earned vacation or other time banks. Such consideration will take into account operational considerations but will not be unreasonably withheld.

**11.11 Family Leave**

Employees may utilize up to five (5) days per year of accumulated sick days for the express purposes of providing for the needed care, education, or health interests of their immediate family. Immediate family is defined as the Employee's wife, husband, partner, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or common-law spouse.

**11.12 Jury Duty and Crown Witness Leave**

Any Employee who is required to serve as a juror or as a witness on behalf of the Crown shall suffer no deduction in pay for the period of absence for such service, provided all jury pay or witness fees received by such Employee are returned to the Employer.

**11.13 Maternity and Parental Leave**

**a) Birth Mother**

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

**b) Non-Birthing Parent**

An Employee who is the non-birthing parent of a newborn child shall be entitled up to sixty-two (62) consecutive weeks of parental leave without pay. The Employee shall take the leave within seventy-eight (78) weeks of the child's birth.

**c) Adoptive Parent**

An Employee who is an adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The Employee shall take the parental leave within seventy-eight (78) weeks of the date the child comes within the care and custody of the Employee.

**d) Extensions - Special Circumstances**

An Employee shall be entitled to an additional five (5) weeks of unpaid leave where a physician certifies that the child has a physical, psychological or emotional condition requiring an additional period of parental care.

**e) Maximum Allowable Leave**

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be as stipulated by the Employment Standards Act of BC or seventy-eight (78) continuous weeks, whichever is longest.

**f) Notice Requirements and Commencement of Leave**

- i. A pregnant Employee who elects to request maternity leave shall provide the Employer with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.
- ii. An Employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- iii. An Employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of parental leave. In the case of adoption of a child, the Employee shall provide as much notice as possible.
- iv. An Employee on maternity, adoption or parental leave shall provide two (2) weeks' notice prior to the date the Employee intends to return to work.
- v. A birth mother who wishes to return to work within six (6) weeks following the actual date of a birth may be required to provide a certificate from a medical practitioner stating the Employee is able to return to work.
- vi. Where a pregnant Employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

**g) Return to Work**

Employee must provide two (2) weeks' notice to the Employer of intent to return to work.

On resuming employment an Employee shall be reinstated to the Employee's previous position or to a comparable position if the Employee's previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in this Collective Agreement, and vacation entitlement

(but not for statutory holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an Employee may elect not to take that portion of vacation, which is unpaid.

**h) Protection During Maternity Leave and/or Parental Leave**

Maternity leave shall be considered as a right. Accordingly, no Employee shall be laid off or otherwise adversely affected in employment because of pregnancy.

The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy, so long as the pregnant Employee is able to perform the functions of the Employee's job specifications. Where working conditions may be hazardous to an unborn child or to the pregnant Employee, the Employee shall be entitled to transfer to another position, provided the Employee is capable of performing the work and is otherwise entitled thereto by virtue of seniority, so long as a vacancy exists in another position. Should another position not be available, the pregnant Employee shall be entitled to an unpaid leave of absence under the provisions of this Article and any other applicable articles of this Collective Agreement.

**i) Maternity and/or Parental Leave – Replacement**

Any replacement for an Employee qualifying under this Article shall be considered a Temporary Employee and not restricted by Article 3 of this Agreement.

**j) All Medical certificates required under this Article will be reimbursed by the Employer.**

**11.14 Domestic Violence Leave**

The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an Employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

An Employee dealing with violence or abuse in their personal life will be granted up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to twenty-six (26) additional weeks without pay which shall be taken in one (1) continuous period.

The Employer must maintain confidentiality in respect to all matters related to an Employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except where another Employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned Employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such

meetings. All information will be treated as confidential and shall only be shared as agreed.

**11.15 Military Leave**

No Employee shall lose their employment with the Employer when required to enter into the Armed Forces during periods of declared hostilities. It is agreed and understood that with reference to seniority, where an Employee has entered the Armed Forces, while in the employ of the Employer and upon return from the Armed Forces has returned to the employ of the Employer, such Employee shall be credited with the period of time in the Armed Forces, as though it were service with the Employer.

**11.17 Individual Rights Protection**

The Employer and the Union are fully supportive of their respective responsibilities under the applicable provincial/federal legislation respecting Human Rights. Nothing in this section impedes the rights of the Employer to manage its business and the Union recognizes the right of the Employer to implement and administer policies and procedures pertaining to its workforce and safeguarding its Employees.

**12 PROTECTIVE CLOTHING**

The Employer will provide all Personal Protection Equipment (PPE) as deemed necessary by the Employer or as required by *WorkSafeBC* Regulations.

**13 GRIEVANCE PROCEDURE**

Any difference concerning the dismissal, discipline or suspension of an Employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of discussion between the Union and the Employer and shall be finally and conclusively settled in the following manner:

**(a) Step 1 – Manager**

Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the Employee(s) first became aware of the incident, whichever is later, the Employee(s) and the Union shall submit the grievance to the Manager in writing, including the particulars of the alleged violation, the clauses violated, the date and circumstances of the incident and the remedy being sought. The Manager and Employee(s) (who shall be entitled to Union representation) shall meet to discuss the grievance and the Manager shall render a written decision within ten (10) calendar days of receiving the written grievance.

**(b) Step 2 – Employer's Grievance Committee**

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) calendar days of receiving the response, refer the grievance, in writing to the Grievance Committee of the Employer. The Grievance Committee of the Employer shall meet with the Union within ten (10) calendar days of the grievance being referred and shall render its decision within ten (10) calendar days of the meeting with the Union.

**(c) Step 3 – Arbitration**

Failing satisfactory settlement at Step 2 the either Party may, within thirty (30) calendar days, refer the grievance to Arbitration.

The Arbitration process will be pursuant to the *B.C. Labour Relations Code*.

Where either party has referred a grievance to arbitration, the parties must agree on a single arbitrator within ten (10) days or, failing such agreement, either party may apply to the Director of the Collective Agreement Arbitration Bureau, established under the *B.C. Labour Relations Code*, shall appoint a single arbitrator.

The Union and the Employer shall share equally the cost of the fees and expenses of the Arbitrator.

**(d) Group grievances, policy grievances or any grievance dealing with a dismissal shall be presented at Step 2 of Article 13.1.**

**(e) The above time limits may be extended by mutual agreement of the Employer and the Union.**

**14 UNION ACTIVITY**

**(a) The Union Steward or Union Representative, with approval from the Employer, shall be granted reasonable time, such time to be defined by the Employer on a case by case basis, from their job for the purpose of dealing with grievances brought forward by the Employer or the Union allowing that such business be conducted with the least disruption to the operations as determined by the Employer.**

**(b) The time lost by a Steward from their regular scheduled shifts, in their handling of grievances, will be considered as time worked and paid at their hourly rate of pay. Any time spent by the Steward outside of regular scheduled shifts in dealing with Union activity shall not be paid by the Employer.**

**(c) The Union shall regularly notify the Employer in writing of the names of the one Union Steward, their alternate, their position and contact information.**

**(d) The Employer will notify the Union as soon as reasonably possible if any Employee is to be disciplined, suspended, or discharged.**

**(e) Any representative of the Union's bargaining committee, who is in the employ of the Employer, shall have the right to attend bargaining sessions with the Employer, without loss of remuneration but at the sole expense of the Union. The Employer will invoice the Union for the reimbursement. If bargaining has been cancelled by the Employer with less than twenty-four (24) hours' notice, the Employer will be responsible for reimbursement of fifty percent (50%) of the Employee's wages. If bargaining has been cancelled by the Union with less than twenty-four (24) hours' notice, the Union will be responsible for reimbursement of one hundred percent (100%) of the Employee's wages and the Employee will not be required to return to work.**

**(f) One Union Steward or alternate will be given a maximum thirty (30) minutes, at the end of their workday, to provide newly hired Employees a Union orientation.**

**(g) When the Employer intends to discuss matters with an Employee for express purposes that could reasonably lead to discipline or dismissal, the Employee may elect to have a Steward or other representative from the Union present. The Employer shall notify the Employee at least twenty-four (24) hours in advance except**

in emergency situations and notify the Employee of the right to contact the Union for representation prior to the meeting. This Article shall not apply to workplace discussions that are of an operational nature, and which will not form part of the disciplinary record. Nothing in this provision shall prevent the Employer from taking immediate action in addressing serious workplace violations.

(h) The Employer will provide a notice board in each workplace for the posting of all official Union notices.

## 15 **GENERAL PROVISIONS**

### 15.1 **Seniority List**

Up-to-date seniority lists shall be provided to the Union and posted on all bulletin boards in January of each year. Such lists shall reflect the seniority standing of each Employee covered by this Agreement, both bargaining-unit wide and by classification. These lists shall be subject to correction upon proper representation by the Employer and the Union.

### 15.2 **Job Descriptions**

The Employer shall maintain current job descriptions for all bargaining unit jobs and provide such job descriptions to the Union.

### 15.3 **Discipline Records**

- (a) The Employer shall provide the Steward and the Union with a copy of any written record of the disciplinary action (including reprimands) which is to be recorded in the Employee's file.
- (b) An Employee shall have the right at any reasonable time, to access and review their own personnel file in the presence of the Steward or another representative from the Union and shall have the right to respond in writing to any document contained therein, except disciplinary action the Employee did not successfully challenge by grievance, with such a response becoming part of the permanent record.
- (c) All discipline records will be removed from the Employee's personnel file twenty-four (24) months after the discipline was issued.

### 15.4 **Pay Days**

Employee shall be paid semi-monthly and there shall be twenty-four (24) pay periods per year.

### 15.5 **B.C. Employment Standards Act**

The parties agree that, except where a provision in the Agreement specifically contemplates otherwise, the B.C. ESA principles shall apply to all Employees covered by this Agreement.

## 16 **EMPLOYEE REIMBURSEMENTS**

All equipment including communication equipment shall be paid for by the Employer. The following costs shall be reimbursed to the Employee:

- (a) All out of pocket expenses incurred by the Employees will be reimbursed at cost with the exception of vehicle mileage which will be reimbursed at CRA rates.
- (b) All reimbursements shall be paid to the Employee within 30 calendar days of incurring such costs.
- (c) All expenses to be incurred by the Employee must be pre-approved by the Manager in writing.

**17 CLASSIFICATION AND EVALUATION OF POSITIONS**

- 17.01 In the event that a new position is created, the Employer will prepare a job description and/or a classification and enter into discussion with the union to establish a pay rate for the new position.
- 17.02 Should the Union dispute the job description/class specification or the wage rate for it, then the Union may file a grievance in accordance with Article 13 of this Agreement. Pending resolution of any such grievance, the Employer may proceed to fill the new position on the basis of the challenged job description/classification and wage rate. In the event that there is a change in the wage rate as a result of the grievance, such change will be retroactive to the date the new position was filled.

**18 TECHNOLOGICAL CHANGE**

The Employer will provide the Union with no less than one hundred and twenty (120) days' notice of intention to institute technological change which would involve the termination, lay-off or change of positions of Employees. For the purposes of this section "technological change" means the automation of equipment, or the mechanization or automation of duties which results in the displacement of an Employee from their regular position.

When such technological change is made, the Employee affected shall be given training and/or upgrading for the new position where possible or transferred to a different position. Where the above cannot be done, the displacement of Employees shall be affected as a reduction of the work force as outlined in Article 11.7 Layoff and 11.8 Recall.

**19 LABOUR/MANAGEMENT COMMITTEE**

A Committee shall be established comprising of two (2) representatives of the Employer and the two (2) representatives of the Union who will meet on a regular monthly basis.

**20 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

An Occupational Health and Safety Committee (the "OH&S Committee") shall be established consisting of two (2) representatives of the Employer and two (2) Union appointed representatives. The OH&S Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chair of the Board of Directors.

- (a) It shall be the duty of every Employee to report immediately to their Supervisor or Manager any unsafe working conditions or any situation which they think is unsafe.
- (b) Complaints in regard to general safety conditions shall be reported to the Manager who will then provide information to the OH&S committee.

Regional Animal Protection Society (Cat Sanctuary) and CUPE 718-03  
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- (c) A Worker Health and Safety Representatives shall be chosen in accordance with the Occupational Health & Safety Regulations. Worker representatives are to be selected according to the procedures established by the Union. The OH&S committee shall meet monthly. A copy of all meeting minutes shall be posted to the Union bulletin board and sent to both the Union and the Employer.
- (d) If an incident should occur, the Worker Representative and/or Steward shall be notified by the Employer and permitted access to the place of the incident to make an independent investigation.

**21 MANAGEMENT RIGHTS**

The Union recognizes that it is the right of the Employer to conduct its business and operations efficiently and exercise the regular and customary function of the Employer and to direct the working forces, provided such direction is not arbitrary, discriminatory or exercised in bad faith, and always subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement will be decided through the Grievance Procedure.

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, nor by reason of the employee's membership or activity in the Union.

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Contract.


**22 LABOUR DISPUTES**

In the event of a labour dispute, the Employer will apply for Essential Services designation. While the determination for Essential Services is being considered the Union and Employer agree to meet to discuss the minimum service levels for the care of the animals.

DATED this *Eighteenth Day of February 2022* in the City of Richmond;

**FOR REGIONAL ANIMAL PROTECTION SOCIETY  
(CAT SANCTUARY)**

  
Eyal Lichtmann, CEO

  
Fearn Edmonds- RAPS President

  
Catherine Ellsmere- RAPS Vice-President

**FOR CUPE, LOCAL 718 – 03**

  
Dal Benning – CUPE 718 President

  
Tamara Laza – CUPE National Representative

**Regional Animal Protection Society (Cat Sanctuary) and CUPE 718-03  
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**SCHEDULE "A" – WAGES AND CLASSIFICATIONS**

<b>Position</b>	<b>Current</b>	<b>Nov 1, 2021- Dec 31, 2022</b>	<b>Jan 1, 2023- Dec 31, 2023</b>	<b>Jan 1, 2024- Dec 31, 2024</b>	<b>Jan 1, 2025- Dec 31, 2025</b>
<b>Summer Students <sup>(2)</sup></b>	\$15.20	\$15.20	\$15.20 or minimum wage	\$15.20 or minimum wage	\$15.20 or minimum wage
<b>Animal Care 1</b>	\$15.20	\$15.50	\$15.81	\$16.13	\$16.45
<b>Animal Care 2</b>	\$16.00	\$17.00	\$17.34	\$17.69	\$18.04
<b>Animal Care 3</b>	\$17.00	\$18.50	\$18.87	\$19.25	\$19.63
<b>Maintenance Supervisor <sup>(3)</sup></b>	\$19.60	\$19.60	\$19.99	\$20.39	\$20.80
<b>Maintenance Assistant</b>	\$16.00	\$16.00	\$16.32	\$16.65	\$16.98
<b>Volunteer Coordinator</b>	\$17.00	\$17.00	\$17.34	\$17.69	\$18.04
<b>Assistant Supervisor Adoption Centre <sup>(3)</sup></b>	\$21.00	\$21.00	\$21.42	\$21.85	\$22.29
<b>Supervisor Adoption Centre <sup>(3)</sup></b>	\$22.00	\$22.00	\$22.44	\$22.89	\$23.35

1. *Students hired for three (3) calendar months or less will be classified separately as student Employee's and remunerated at the minimum wage as designated in legislation. If students work beyond three (3) calendar months, the student(s) will automatically receive the rate of pay for the classification they are working.*
2. *The hours for these positions may be varied by mutual agreement between the Employee and the Employer based on the standard hours of work within the work week.*

Regional Animal Protection Society (Cat Sanctuary) and CUPE 718-03  
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Letter of Understanding (LOU) #1

REGIONAL ANIMAL PROTECTION SOCIETY (CAT SANCTUARY)  
AND CUPE LOCAL 718-03

**VOLUNTEERS**

- a) It is agreed that Volunteers, based on current and historical activities, have served and currently do serve an important role in animal welfare at the RAPS Cat Sanctuary as defined in the BC Labour Relations Board Certification date 23<sup>rd</sup> day of March 2020 and are recognized as strategic and valuable to the care of the animals and RAPS' links to the community. \*See note
- b) It is further agreed that the Volunteers will be supernumerary to established positions in the bargaining unit. The use of Volunteers will not result in the lay-off of existing employees in the bargaining unit; nor will Volunteers be used to fill existing established positions within the bargaining unit except where currently and historically the volunteers have filled such regular staff roles and duties where no other bargaining unit employee(s) are available to cover the vacancy.
- c) Duties of all volunteers shall be established by the Employer based on current and historical activities and shall be provided to the Union.
- d) All Volunteers will be the ultimate responsibility of Management.
- e) This Letter of Understanding will be in force and effect for the duration of the Collective Agreement.

\*The intent behind "Historical" would be the three (3) years prior to organizing the employees.

Agreed on the Eighteenth Day of January 2022 in the City of Richmond

FOR REGIONAL ANIMAL PROTECTION SOCIETY  
(CAT SANCTUARY)

FOR CUPE, LOCAL 718 – 03

  
Eyal Lichtmann, CEO

  
Dal Benning – CUPE 718 President

  
Fearn Edmonds- RAPS President

  
Tamara Laza –CUPE National Representative

  
Catherine Ellsmere- RAPS Vice-President

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