

RATIFICATION DOCUMENT

between the

ROYALE PENINSULA RETIREMENT RESIDENCE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

PROPOSALS THAT ARE ADMINISTRATIVE

Amend Agreement Language to be Gender Neutral:

The Union proposes the collective agreement be amended to include only gender-neutral language. Any such change shall not change the meaning or interpretation of language.

Examples of changes:

- His/hers → they/theirs
- Maternity → pregnancy
- Mother/father → parent(s)

Amend Agreement to Incorporate BCGEU Formatting Standards:

The Union proposes that upon reaching a tentative agreement the BCGEU shall draft an amended copy of the agreement updated with the latest formatting standards. Any such change shall not change the meaning or interpretation of language. The Union shall provide the Employer with a draft copy identifying formatting changes and the Employer shall have a veto on any such change. A copy of the formatting standards is attached.

Amend Agreement to reflect the end of MSP:

The Union proposes that all references to the Medical Services Plan be removed from the agreement as the plan ceases on December 31, 2019.

Note: This includes agreement to delete Article 25.2 (BC Medical Services Plan).

DEFINITIONS

"Basic rate of pay" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 1 (Wage Table) 4.

"Spouse" - means a person ~~of the opposite sex or same sex~~ to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for one year or more.

"Employee" - means a member of the bargaining unit who is:

- (a) "full-time employees" - full-time employees are regularly scheduled employees who work an average of 37½ or more hours per week on a continuing basis or **40 hours per week for night Care Aides**.

ARTICLE 1 - PREAMBLE

1.5 Use of **Gender-Neutral** ~~Feminine~~ and Singular Terms

The parties agree to use gender neutral terms in the agreement. Wherever the ~~feminine~~ or singular is used, the same will be construed as including the ~~masculine~~ or plural unless otherwise specifically stated.

ARTICLE 7 – EMPLOYER – UNION RELATIONS

7.3 (New) Bargaining Unit Staff Meetings

The Union may request to conduct a one-hour meeting at the Employer's place of business so long as it does not interfere in the normal operation of the Residence. The Union agrees to provide the Employer with four weeks' notice of the meeting and the Employer agrees to provide a room for the meeting. Such meetings shall be scheduled at a mutually agreeable time and are without loss of pay for employees to attend.

ARTICLE 10 - DISCIPLINE

10.5 Employment Abandoned

Any employee who fails to report for work for three or more consecutive scheduled shifts and does not notify the General Manager or designate, will be considered as having abandoned their position. An employee will be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

In the event an employee has been required to provide a doctor's note they shall have 5 calendar days from the time it is requested to produce the documentation. The Employer will reimburse the employee for the cost of obtaining the note up to \$25.00.

ARTICLE 11 – SENIORITY

11.1 Seniority Defined

(a) Seniority will be recognized and will accrue based on straight time hours paid from their **an employee's** most recent date of hire. ~~and~~

(b) Straight time hours paid will include:

- time spent on unpaid jury duty, pregnancy, parental and adoption leave, compassionate care leave, and
- All leaves of absence under Article 2.11 (Leave of Absence for Union Business);**
- leave during which an employee is in receipt of WorkSafeBC benefits; **and**
or other leaves of absence due to illness or injury to a maximum of twenty (20) consecutive working shifts in a calendar year.

~~(b)~~ **(c)** Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire. Casual employees who become regular employees will have their casual seniority recognized.

11.5 Seniority List

(a) The Employer will provide the Union with a seniority list quarterly, ~~on the first day~~ **in the first week** of January, April, July and October of each year. The list will include each employee's name, status (i.e. regular or casual), classification and seniority.

(b) A copy of seniority lists will be supplied to the President of the Union or designate and to the bargaining unit Chairperson. **The Employer will post the list on the Union bulletin board (Article 2.7).**

Such lists will be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

ARTICLE 12 – VACANCY POSTING

12.1 Job Posting

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following will apply:

(a) If the vacancy or new job has a duration of 60 calendar days or more, the vacancy or new job (including salary rate, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and ~~when the commencement date~~ **which pay period the start date** will be **in**), before being filled, will be posted for a minimum of ~~7~~ **14** calendar days, in a manner which gives all employees access. The Employer may advertise externally at the same time. A change in the starting or quitting times, shift schedules, or scheduled days off will not constitute a vacancy. **It is also understood that the circumstances may arise that are outside of the Employer's control that may delay the start date of the vacancy or new job.**

(b) Vacancies of 60 calendar days or less will be filled in accordance with Clause 30.5 Procedure for Calling Casual and Part-Time Employees for Casual Work.

(c) The Employer will post a written copy of any vacancy on the Union bulletin board (Article 2.7).

(d) All applications for posted vacancies will be submitted in writing to the Employer by the closing date.

ARTICLE 14 – HOURS OF WORK

14.1 Hours of Work

(b) It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and will not be a guarantee as to hours of work per day or per week or otherwise. Employment letters will be provided to newly hired employees outlining their status and regular hours of work.

(c) The regular work shift for all employees will consist of:

- (1) seven and one-half hours of work exclusive of a one-half hour unpaid meal break; or
- (2) nine hours of work exclusive of one-half hour unpaid meal break
- (3) **eight hours inclusive of a one-half hour paid meal break for night Care Aides;**
- (4) ~~3~~ ten hours of work inclusive of a one-half hour paid meal break; or
- (5) ~~4~~ four hours of work inclusive of a 15 minute paid break; or
- (6) ~~5~~ such other shift as agreed by the parties.

14.2 Scheduling

(b) The Employer may amend the start and stop times of scheduled hours of work **subject to 14.3 (Changes in Scheduling) below.**

(g) *NEW* Where the Employer seeks to implement a change in the shift schedules of regular employees which will affect a majority of employees involved in the rotation, the Employer will seek input and feedback from the affected employees.

14.6 Meal and Rest Periods'

(d) An employee is entitled to take his/her unpaid meal break away from the premises. Employees will advise their supervisor/designate when they intend to leave the premises and when they return to commence work. Employees required by the Employer to work during their scheduled unpaid meal break will have their meal break rescheduled to an alternate time during the shift. Meal breaks which are rescheduled must be rescheduled by the employee at least one hour prior to the end of the employee's shift. An employee whose meal break is not rescheduled, or cannot be rescheduled at least one hour prior to the end of the shift, will be paid for the meal break at the applicable rate, including overtime, provided that the total hours worked exceeds those set out in Clause 14.1. **The Employer acknowledges that no employee is required to work more than 5 consecutive hours without a meal break.**

(g) ~~The current practice of employees paying a maximum of \$1.95 (inclusive of GST) per entrée will continue for the life of this agreement.~~ **Employees will have the option of purchasing a meal from the Employer at a designated price. It is understood that the intent of this language is to cover the costs of the meal.**

14.10 Shift Premium

~~Effective April 1, 2014, employees scheduled to work the night shift will be paid a shift premium of 25¢ per hour for the hours worked between 11:00 p.m. and 8:00 a.m.~~

~~Effective April 1, 2015, employees scheduled to work the night shift will be paid a shift premium of 50¢ per hour for the hours worked between 11:00 p.m. and 8:00 a.m.~~

Night Shift Premium

Effective two pay periods from ratification there will be a night shift premium of \$0.55 per hour for the hours worked between 5:00 p.m. and 8:00 a.m.

Effective April 1, 2022 there will be a night shift premium of \$0.60 per hour for the hours worked between 5:00 p.m. and 8:00 a.m.

ARTICLE 17 - PAID HOLIDAYS**17.1 Paid Holidays**

Full-time and part-time employees who have completed 30 days employment will receive the following holidays with pay:

New Year's Day (January 1)	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day (November 11)
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
BC Day	

ARTICLE 18 – OVERTIME**18.1 Overtime**

(a) All overtime must be authorized in writing, in advance by the Employer or their designate, except

in cases of emergency.

(b) Authorized work performed in excess of:

- (1) 7½ hours in a day; or
- (2) 10 hours in a day
- (3) **8 hours in a shift for night Care Aides; or**
- ~~(4)~~ 9 hours in a day; or
- ~~(5)~~ **37½ hours in a week; or**
- ~~(6)~~ 40 hours in a week.

will be paid at the rate of one and one-half times the employee's basic rate of pay.

(c) – (h) Maintain current language.

ARTICLE 19 – VACATION

19.1 Vacation Entitlement

Vacations with pay will be granted to full-time regular and part-time employees based on their length of years of service. The vacation year is July 1st to June 30th. Vacation is earned on an accrual basis **on an "earn then take format"**. An employee's first vacation year commences on July 1st following the employee's date of hire.

(a) For full-time regular and part-time employees:

Vacation Year	Vacation	Vacation Pay
Less than 1 year from initial hire date to June 30	One day per month to a maximum of 10 days	4%
1 st , 2 nd and 3 rd year	Two weeks or 75 hours	4%
4 th and 5 th year	Three weeks or 112.5 hours	6%
6 th to 10 th year	Four weeks or 150 hours	8%
11 th year and over	Five weeks or 187.5 hours	10%

Part-time regular employee vacation will be prorated based on hours worked.

**Note: The parties agree to renew Letter of Understanding: Vacation Entitlement*

19.3 Scheduling of Vacation

(a) Vacation request lists will be posted as follows:

- (1) November 1st for the period January 1st through June 30th, and
- (2) May 1st for the period July 1st through December 31st.

(b) Subject to operational requirements, seniority will be the factor in determining vacation requests received prior to November 1st and May 1st of each year if no other agreement can be reached among employees. Requests received after November 1st and May 1st will be approved on a first come, first served basis, subject to operational requirements as determined by the General Manager or designate.

- (c) Vacation requests will be approved or denied by the Employer in writing by December 1st for the period of January 1st through June 30th and by June 1st for the period of July 1st through December 31st. **Vacation requests received after November 1st and May 1st will be approved or denied through the notification system in the Employer's payroll software within 7 days of receiving the request.**
- (d) Where an employee chooses to split his/her annual vacation, his/her second choice of vacation will be made only after all other employees concerned have made their initial selection. If an employee's first choice of vacation period is denied, their second choice will become their first choice and their third choice will become their second choice. Subsequent vacation periods will be treated in like manner.
- (e) The vacation schedule will be posted by December 1st and June 1st.

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave Entitlement

- (b) Where it appears an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation and the cost will be borne by the employee. **The employee shall provide any requested medical document within five (5) days. The Employer will reimburse employees for the cost of obtaining the documentation up to \$25.00.**
- (c) The Employer may request proof of illness or injury reasonably acceptable to the Employer for any absence in excess of three scheduled shifts, where there appears to be a pattern of absence or where there are frequent absences that are not supported by medical documentation.

20.2 Certification of Fitness

- (c) Employees in receipt of WorkSafeBC benefits will be credited with seniority during any absence due to injury. **Seniority for the purposes of this clause means the employee's regularly scheduled hours during the term of their absence.**

20.3 Notice of Absence/Return to Work

- (b) Employees who have been absent from work due to extended illness or injury **for more than 30 days** must provide ~~sufficient~~ **a minimum of 2 weeks'** notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

ARTICLE 21 – LEAVES OF ABSENCE

21.3 Bereavement Leave

- (a) When a death occurs in an employee's immediate family (which will include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother in law, sister-in-law, grandparent, or grandchild, or any relative permanently residing in the employee's household), regular employees will be eligible for leave up to a maximum of five consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three days.
- (b) Bereavement leave with pay will not apply when an employee is on an unpaid leave of absence.
- (c) In the event the funeral is out of town or out of the country, requests for additional time off

without pay will not be unreasonably denied by the Employer.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

21.4 Special Leave

Special Leave with pay will be as follows:

- (a) Marriage Leave - three days
- (b) **Birth or adoption of a child** Paternity Leave - one day
- (c) Adoption Leave - one day

21.6 Compassionate Care Leave

(a) An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to **27** ~~eight~~ weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. **The employee may extend the leave by obtaining a new medical certificate.** There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 during such leaves.

(b) An employee is entitled for leave of absence without pay to care for a family member whose health has significantly changed. Employees are entitled to up to 36 weeks for family members 19 years of age or younger, and 16 weeks for family members over 19. The Employer may request a medical certificate.

21.7 Unpaid Leave - Public Office

Employees will be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a municipal, provincial or federal, **First Nation, Métis or Inuit** election will be granted unpaid leave of absence for a period up to 90 calendar days.
- (b) Employees elected to public office will be granted unpaid leave of absence for a period up to five years.

ARTICLE 22 – MATERNITY, ADOPTION AND PARENTAL LEAVE

*Note: text of this article will change under a gender-neutral language review. These changes will not change the meaning or interpretation of the article.

22.1 **Pregnancy** ~~Maternity~~ Leave

- (a) A pregnant employee who requests leave under this article is entitled to up to 17 weeks of unpaid leave:
 - (1) *Beginning*
 - (i) no earlier than **13** ~~11~~ weeks before the expected birth date, and
 - (ii) no later than the actual birth date.

(2) *Ending*

(i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than 17 weeks after the actual birth date.

(b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

(c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).

(d) A request for leave must:

(1) be given in writing to the Employer;

(2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave, and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).

(e) A request for a shorter period under Subsection (a)(2)(i) must:

(1) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and

(2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

22.2 Parental Leave

(a) An employee who requests parental leave under this article is entitled to:

(1) for a birth mother who takes leave under Article 22.1 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to ~~61~~ 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.1 **(Pregnancy Leave)** unless the Employer and the employee agree otherwise;

(2) for a **birth, non-birth, or adoptive parent** ~~mother~~ who does not take leave under Article 22.1 **(Pregnancy Leave)** in relation to the birth **or adoption** of the child or children with respect to whom the parental leave is to be taken, up to ~~62~~ 37 consecutive weeks of unpaid leave beginning **within 78 weeks of** after the child's birth **or placement**, ~~and within 52 weeks after that event;~~

~~(3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; and~~

~~(4) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.~~

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).

(c) A request for leave must:

(1) be given in writing to the Employer;

(2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four weeks before the employee proposes to begin leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(d) An employee's combined entitlement to leave under Clauses 22.1 **(Pregnancy Leave)** and 22.2 **(Parental Leave)** is limited to **78** 52 weeks plus any additional leave the employee is entitled to under Clauses 22.1(c) or 22.2**(be)**.

22.3 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 22.1 **(Pregnancy Leave)** and 22.2 **(Parental Leave)** will provide the Employer with at least one month's written notice. On return from leave, an employee will be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 will apply.

22.4 Benefit Plan

(a) If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of **62** 37 weeks.

(b) If an employee fails to return to work, the Employer will recover monies paid under this section.

ARTICLE 23 – **JOINT** OCCUPATIONAL HEALTH AND SAFETY

23.1 Health and Safety Committee

(a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the *Workers Compensation Act*, ~~to be comprised of two employee representatives and one employer representative.~~

(b) ~~This committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the Workers Compensation Act.~~ **The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with the Act.**

(c) A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

(d) The parties agree to participate in developing a program to reduce risk of occupational injury or illness.

(e) This committee will hold regular meetings, but no less than once per month or as necessary and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer, WorkSafeBC and the Union. The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions.

(f) The Committee will be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee.

(g) The meetings will be scheduled on employer time and employees will be granted equivalent time, with pay, off if scheduled on a day off. There will be no loss of pay or seniority for attending committee meetings.

(h) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation. The Employer has a process in place that must be followed by the Employee in the event the employee exercises this right.

(i) The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees.

(j) The Employer will assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.

23.2 Investigation of Accidents – MCL

23.3 Employees Working Alone – MCL

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.1 Enrolment in Benefit Plans

(a) Eligible employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has enrolled in a plan or has withdrawn may enrol in a plan subject to carrier approval and conditions. Re-enrolment will occur only at the sign-up opportunities in January and July.

(b) Benefits are only available to employees who are regularly scheduled to work 20 hours or more per week and who have completed the probationary period. Additional hours picked up under Clause 30.4 Employee Call-in (Casual/Part-time) and/or 30.5 Procedure for Calling Casual and Part-Time Employees for Casual Work are not included in the 20 hour threshold calculation.

(c) The Employer will **notify the Union of any proposed changes to benefit plans or carrier, and** provide eligible employees with at least 30 days advance notice of changes to the cost of the benefit plans.

(d) Employees who are on a Leave of Absence pursuant to Article 21 – Leave of Absence are required to prepay to the Employer the cost of maintaining their benefits. If at their own discretion, the Employer maintains the benefits of the employee, they will be allowed to recoup any costs via payroll deduction.

The parties agree to delete semi-private hospitalization from the Employee Benefit Plan.

ARTICLE 26 – PAYMENT OF WAGES

26.1 Rates of Pay

- (a) All employees will be paid by direct deposit.
- (b) Employees will be paid in accordance with Appendix **14**.

(c) The distribution of pay stubs shall be online. The Employer shall ensure that employees have access to a computer and printer should they need to print their pay stub or other payroll documents.

ARTICLE 29 – HARASSMENT

29.1 Harassment

MCL

29.2 Sexual Harassment *New*

Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment.

The Employer has a policy and process in place to support the Employee in the event the employee has a situation that arises in the workplace.

29.3 Complaint Procedure

MCL

29.4 Anti-Bullying *New*

The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

The Employer has a policy and process in place to support the Employee in the event the employee has a situation that arises in the workplace.

ARTICLE 30 – CASUAL EMPLOYEES

30.3 Application of Agreement

All of the provisions of the collective agreement will apply to casual employees except the following:

Article 13	Layoff and Recall
Clause 14.2(a)	Scheduling
Clause 14.3	Changes in Scheduling
Clause 14.8	Exchange in Shifts Call-in
Article 17	Paid Holidays, except Clause 17.1 Paid Holidays
Article 19	Vacation
Article 20	Sick Leave
Article 21	Leaves of Absence
Article 22	Maternity/Adoption and Parental Leave
Article 25	Health and Welfare Benefits

ARTICLE 31 - DURATION OF AGREEMENT

31.1 Duration

This agreement will be for the period from April 1, 2016, up to and including March 31, 2020: **from April 1, 2020 to the earlier of**

- (a) Wage levelling by the Government of BC (the Government) ends for employees; or**
- (b) March 31, 2023.**

31.2 Notice to Bargain

(a) This agreement may be opened to collective bargaining by either party giving written notice to the other party **as stipulated in Memorandum of Understanding #XX (Re: Term of Agreement).** ~~On or after December 31, 2019, but in any event, no later than midnight March 31, 2020.~~

~~(b) Where no notice is given by either party prior to March 31, 2020, both parties will be deemed to have given notice under this section on March 31, 2020.~~

Wages

Signing Bonus for employees who are currently on staff and have been actively working at the Royale Peninsula from May 15th, 2020 up to date of ratification.

- **Full time – lump sum of \$350.00**
- **Part time – lump sum of \$200.00**
- **Casuals (with worked hours at the Royale Peninsula from May 15th, 2020 to date of ratification) - \$50.00**

MEMORANDUM OF UNDERSTANDING XX *NEW***Re: Term of Agreement****The parties agree that:****1. If the Government of BC (the Government) ends wage levelling before March 31, 2023:**

a. The parties agree to meet within sixty (60) days. When meeting to renegotiate the collective agreement, the parties will restrict the scope of bargaining to wages only.

b. The term of the new collective agreement will be one year, unless the parties agree otherwise.

c. Notice to bargain will be served by either party by giving written notice to the other party when they receive notice from the Government that wage levelling will end. Every effort will be made to give notice at least 60 days in advance, when that much notice is given by the Government.

2. If this collective agreement expires on March 31, 2023:

a. Notice to bargain will be served by either party giving written notice to the other party on or after December 31, 2022, but in any event, no later than midnight March 31, 2023.