COLLECTIVE AGREEMENT

BETWEEN

THE KAMLOOPS WILDLIFE PARK SOCIETY



-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900



February 1, 2022 - January 31, 2026

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AGREEMENT BETWEEN:

THE KAMLOOPS WILDLIFE PARK SOCIETY,

(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900,

Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress

(hereinafter called the "Union")

LAND ACKNOWLEDGEMENT

Both parties acknowledge that this agreement was negotiated and created within the unceded traditional territory of Secwepemcúl'ecw.

The Secwèpemc people have been stewards to the territory for time immemorial, with deep relationships to the land and all living things within it.

Both parties recognize the importance of reflection of the past and working together for the future in reconciliation practices.

PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

- 1) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, wellbeing and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE, the parties hereto agree as follows:

DEFINITIONS

Full Time

"Regular Full-Time Employee" means an employee who is appointed to a regularly scheduled full time position and is regularly scheduled to work full time. Regular full-time employees accumulate full seniority and are entitled to all benefits outlined in this Collective Agreement.

Seasonal

"Seasonal Employee" means an employee who is appointed to a defined and regularly scheduled position and works a minimum of one thousand three hundred seventy-five (1375) hours annually, OR any employee whose employment has a defined duration over one thousand three hundred seventy-five (1375) hours. Seasonal employees will have the opportunity to apply for additional work as per article 8(a)iv. Seasonal employees accumulate seniority on an hourly basis and receive benefits as outlined in Article 21. When this agreement refers to Part Time it includes the Seasonal employee other than for Article 23.

Part Time

"Part-time Employee" means an employee who is appointed to a regularly scheduled position and works less than one thousand three hundred seventy-five (1375) hours throughout the year. Part-time employees accumulate seniority on an hourly basis and receive a percentage in lieu of benefits as outlined in Article 23 (b).

One year Seniority or Experience

"One year seniority or Experience" related to job postings means two thousand eighty (2080) hours of work

ARTICLE 1 RECOGNITION AND NEGOTIATIONS

- a) The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 900 as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- b) No employee shall be required or permitted to make any written or verbal agreement with the Employer, which may add, alter or conflict with the terms of the Collective Agreement.
- c) The Union recognizes the right of the following persons or groups to perform work related or similar to work performed by the bargaining unit.
 - Volunteers including Members of the Board of Directors and their families, Members of the Kamloops Senior Citizens Railway Society, and Community Volunteer Groups. Volunteers will not be used for the purpose of displacing- employees.

- ➤ EI (Section 25) and Grant Recipients person's engaged under the terms of special grants such persons will not be used to replace Employees of the bargaining unit.
- The Union recognizes that management may assist union staff in their duties or provide training when required without adversely effecting staffing levels.
- d) The Employer and Union recognizes that all employees except managers (including the Accountant) shall be members of the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Except as otherwise provided in the agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

ARTICLE 3 NO DISCRIMINATION

- a) The Employer and its employees and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise based on the prohibited grounds of discrimination outlined in the British Columbia Human Rights Code or by reason of their membership or involvement with a labour union.
- b) The Employer recognizes and supports the right of all employees to function in an environment, which is supportive of mutual respect and dignity, and is free from harassment, which includes sexual harassment as well as other grounds covered under the Human Rights Code. A complaint by an employee shall be dealt with in the normal grievance procedure.

ARTICLE 4 UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment.

ARTICLE 5 CHECKOFF OF UNION DUES

a) At the time of employment, the Employer shall require an employee to sign a check off form authorizing the Employer to deduct from their

- earnings and to pay to the Union, an amount equal to the current monthly Union dues or assessments as established by the Union in accordance with its Constitution and/or By-laws.
- b) Deductions shall be made from the payroll on a bi-weekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to supply new employees with a copy of this agreement and to draw their attention to the conditions of employment, set out in Articles 4 and 5 dealing with Union Security and Dues Check off. The Shop Steward will get twenty (20) minutes paid time to acquaint and orient all new employees of the Union.

ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS

- a) Bargaining Committee: A bargaining committee shall be appointed and consist of equal members not to exceed four (4). The Union and the Employer shall inform each other of the members of the committee.
- b) Representatives: The parties shall have the right at any time to have the assistance of representatives.
- c) Meeting of the Bargaining Committee
 - i) In the event of either the Employer or the Union wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.
 - ii) Two (2) employees will be granted leave with pay to attend bargaining meetings with the Employer.
- d) Function of Bargaining Committee: The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this agreement.
- e) Labour-Management Committee: A joint Labour-Management Committee shall be formed to discuss and attempt to resolve matters which arise and which cause concern to either party. The Committee shall meet at least once every two (2) months. The Committee shall meet during normal working hours and time off to attend the meeting shall be with pay. There shall be up to two (2) people from each party on the Committee.

ARTICLE 8 SENIORITY

a) Seniority List

- i) Seniority for regular full time employees is length of service of employment with the Employer. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January of each year.
- ii) Seniority for *Part time staff* shall be calculated in hours worked. Current part time staff shall have their seniority recalculated to conform to this new system.
- iii) If a Part Time employee secures full time employment with the park their prorated seniority will be carried over to the full time seniority list with the start date.
- iv) Preference shall be given to part time staff for regular vacancies after the regular posting process is completed provided that the employee is qualified to do the work. This will be done through a selection process. Any existing employees who have acquired seniority in the normal manner shall not lose any rights with the implementation of this clause.
- v) Opportunity for part time work shall increase with length of service provided the employee is qualified to do the work and staffing needs of the Park are met.
- b) Seniority of New Employees:

Newly hired employees shall be considered on a probationary period for a period of five hundred twenty (520) hours worked or one hundred eighty (180) calendar days from date of hiring whichever occurs first. The employment of such employees may be terminated for just cause at any time during this period of five hundred twenty (520) hours. After satisfactory completion of the probationary period, an employee shall acquire seniority according to (a) i and ii above

c) If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, they shall not lose seniority rights until a period of twelve (12) months has elapsed. Thereafter, any extension may be granted only with the consent and agreement of the parties hereto.

An employee shall lose seniority in the event:

- i) the employee is discharged for just cause and is not reinstated.
- ii) the employee resigns.
- iii) the employee is absent from work without notifying the Employer unless such notice was not reasonably possible.
- iv) After a layoff, the employee fails to return to work within seven (7) calendar days, after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.

- v) After a layoff of twelve (12) months, an employee shall be struck off the seniority list.
- vi) When an employee loses their seniority, their right to continued employment and/or re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.
- d) Seniority During Transfer to non-bargaining unit Position
- e) If an employee is transferred to a non-bargaining unit position or any other position not covered by this agreement, they shall retain their seniority in the position from which they were transferred for a period not exceeding one (1) year, after which the employee shall lose their seniority.

ARTICLE 9 LAYOFFS AND REHIRINGS

a) Layoffs and Rehiring Procedure

The Employer and the Union recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, except as otherwise mutually agreed, employees shall be laid off in the reverse order of their seniority, provided that those employees retained are qualified to do the work. Except as otherwise mutually agreed, employees shall be recalled in order of their seniority, provided they are qualified to do the work.

b) Notice of Temporary Layoff

The Employer shall notify employees with seniority rights who are to be laid off, ten (10) working days before layoff is to be effective. The provisions of this clause shall not apply because of temporary suspension of work due to inclement weather.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

a) Shall Notify Union

Prior to filling any staff changes or promotions covered by the terms of this agreement, the Employer shall post notice on the bulletin board for a minimum of five (5) working days, in order that all employees will know about the position and be able to make written application therefore. Such notice shall contain the following information; nature of position, required knowledge and education, ability and skills and salary as described in Schedules A and B. Copy of the notice shall also be sent to the Secretary of the Union.

b) New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "B". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union and labour management committee in writing. Within ten (10) working days of submission, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached the issue will be referred to the arbitration procedure of Article 11. Should the Employer proceed with filling the position then the new rate shall become retroactive to the time the position was first filled by the employee.

c) Method of Making Appointments

The Employer and the Union recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications. The successful applicant shall be placed on trial for a period of ninety (90) working days.

In the event the successful applicant proved unsatisfactory in the position during the trial period, they shall be returned to their former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangements of position shall also be returned to their former position and salary without loss of seniority.

d) Union Notification

The CUPE Local 900 office and labour management committee shall be notified of all appointments, hirings, layoffs, rehirings and terminations of employment. All correspondence for such actions should be forwarded to the CUPE Local 900 Office.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

a) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1:

The aggrieved employee shall submit the grievance in writing to the Shop Steward within fifteen (15) days from the time the grievance became known to the employee or the Union.

Step 2:

If the Union considers the grievance to be justified, the employee(s) concerned together with the Shop Steward shall, within fifteen (15) days, first seek to settle the dispute with the General Manager.

Step 3:

Failing agreement being reached in Step 2, the grievance shall be forwarded in writing within ten (10) days to the Executive of the Board of Directors (of the Kamloops Wildlife Park Society) and a hearing shall be arranged within ten (10) days following receipt, in an effort to resolve the grievance.

Step 4:

Failing a satisfactory settlement within ten (10) days after the dispute was first heard by the Executive of the Board of Directors, the Union may refer the dispute to a Section 104 officer.

Step 5:

Where a dispute cannot be resolved between the parties, it will be referred to a Section 104 officer who shall investigate and make a binding decision. Both parties shall choose a mutually agreed upon officer.

- b) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has grievance, Steps 1 and 2 of this Article may be by-passed.
- c) Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance to the Union within fifteen (15) days. The parties shall, if requested, meet to discuss the matter within ten (10) days. Failing a satisfactory settlement being reached, the matter may be referred to a Section 104 officer.
- d) The time limits fixed in the grievance procedure may be extended by mutual consent of the Employer and the Union.
- e) At any stage of the grievance procedure, the Employer and the Union or the Section 104 Officer may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 DISCHARGE AND SUSPENSION

Discharge Procedure

a) An employee with seniority may be suspended or dismissed only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

- b) Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.
- c) Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of forty-eight (48) hours has elapsed from the time of such notification. During the said period of forty-eight (48) hours, the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period of forty-eight (48) hours the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or that suspension is too severe, the employee shall be reinstated with payment for such time that they may have lost from work as a result of having being suspended.
- d) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure.
- e) Any employee shall have the right to have the Union Shop Steward present when a verbal or written reprimand is to be issued. The Employer may also have an additional representative present when discipline or reprimands are issued to Employees.
- f) The parties agree that no bargaining unit employee shall discipline any other bargaining unit employee but shall provide corrective instruction.

ARTICLE 13 HOURS OF WORK

- a) For full time employees, the regular working day shall be eight (8) hours per day with one-half (½) hour unpaid lunch. And, a regular work week shall be forty (40) hours. Upon mutual agreement employees may work four (4) ten (10) hour days equaling a forty (40) hour work week based on a four (4) on three (3) off schedule.
- b) Full time employees shall normally work a weekly shift followed by two (2) consecutive days of rest. Each full time Employee's schedule will be posted for each pay period seven (7) days in advance and will identify the specific work days and days of rest. Shifts may be switched by mutual agreement between the employer and employee at regular rates
- c) For part time employees the schedule will be posted seven (7) days in advance of each pay period. Reasonable efforts will be made to accommodate any requests for shift change or required changes to the schedule.
- d) Subject to Article 14, hours of work may be changed to meet unusual workloads due to weather conditions or needs of the animals.

e) Rest Period

All (full time) employees shall be permitted a fifteen (15) minute paid rest period in both the first (1st) and second (2nd) half of an eight (8) hour work day.

All part time employees shall be permitted rest periods as follows:

- In a four (4) or five (5) hour shift there is one (1) fifteen (15) minute paid rest period.
- In a six (6) hour work day there is a one half ($\frac{1}{2}$) hour unpaid lunch break.
- In a seven (7) hour work day there is a one half (½) hour unpaid lunch break and a fifteen (15) minute paid rest period.
- In an eight (8) hour work day there is a one half (½) hour unpaid lunch break and a fifteen (15) minute paid rest period in both the first (1st) and second (2nd) half of the work day.
- In a ten (10) hour work day there is a one half (½) hour unpaid lunch break and three (3) fifteen (15) minute paid rest periods in the work day.
- An employee can pool rest periods to allow up to two (2) thirty (30) minute breaks.
- f) An employee required to travel out of town for work related business will be paid for travel time as well as work time according to article 13 and 14.

ARTICLE 14 OVERTIME

Overtime will be paid only if preauthorized in writing by Management at the rate described in this article.

- a) Overtime shall be payable after eight (8) hours worked in any day at the rate of time and one-half ($1\frac{1}{2}$) for the first (1^{st}) hour and double (2x) time thereafter. Unless an employee has mutually agreed to four (4) ten (10) hours days for the same work week.
- b) Exclusive of overtime paid in part (a) above, Full Time Staff will be paid at the rate of time and one half (1½) if they work more than forty (40) hours in a week.

Overtime shall be payable for part time workers after one hundred sixty (160) consecutive hours within a four (4) week period of a calendar month starting with the first (1st) day of the month or counting back from the last day of the month (exclusive of overtime paid in (a) above), at a rate of time and one-half (1½) for the first eight (8) hours and double (2x) time thereafter.

On Statutory Holidays either Article 15 (b) or Article 14 (b) applies, not both.

- c) For the purpose of this Article sick leave and vacation periods are considered hours of work.
- d) Banked overtime: The Employer may offer an employee paid time off in lieu of pay including the cap on paid time off and the dates that meet operational requirements. This offer of banked overtime will be accepted at the discretion of the employee. Unused banked time will be paid out or transferred to an RRSP account once yearly at a mutually agreed upon time. Paid time off shall be provided at the same rate as the applicable overtime rates.

Employees may bank up to twenty (20) hours of overtime.

Appropriate records on each pay stub must be kept to track banked overtime.

e) On Call Pay: Employees expected to be on standby (with a pager provided and maintained by the employer) are entitled to one (1) hour of straight time pay for every standby shift consisting of five (5) hours or less.

ARTICLE 15 STATUTORY HOLIDAYS

Full Time Employees:

a) Upon being on active payroll for a period of thirty (30) working days all regular full time and seasonal employees shall be entitled to the following Statutory Holidays, and any other day proclaimed or declared by the Federal, Provincial or Municipal governments as a holiday. These stat holidays shall be taken at times mutually agreed between the employee and the Employer. Accumulated Statutory holidays shall be recorded on pay stubs and may not be accumulated from year to year.

New Year's Day

British Columbia Day

Family Day

Labour Day

Good Friday

Truth & Reconciliation Day

Easter Monday

Thanksgiving Day

Victoria Day

Remembrance Day

Canada Day

Christmas Day

Boxing Day

b) As a onetime requirement only, where any Employee is on active payroll for a period of thirty (30) working days prior to a Statutory Holiday and works fifteen (15) of those days, the employee will be paid at the rate of time and one-half (11/2) for every hour worked on the Statutory Holiday. Part time employees receive a percentage in lieu of a day off as described in Article 23 (b).

On Statutory Holidays either Article 15 (b) or Article 14 (b) applies, not both.

c) Where a full time or seasonal Employee terminates for any reason, their entitlement in (a) above shall be pro-rated and paid out based on the rate of pay at the time of accumulation of the Statutory Holiday to a maximum of eleven (11) days, and any days owing to the employee shall be added to their final pay. Where the employee has taken more days than they are entitled to on the pro-rated basis, any days owing shall be deducted from their final pay.

ARTICLE 16 ANNUAL VACATIONS

a) For Full Time and Seasonal Employees:

Any employee who has been on the seniority list for at least one (1) year as of Jan 1st shall be granted a period of vacation with pay as follows:

After one (1) year's seniority	ten (10) days
After two (2) years' seniority	fifteen (15) days
After five (5) years' seniority	sixteen (16) days
After six (6) years' seniority	seventeen (17) days
After seven (7) years' seniority	eighteen (18) days
After eight (8) years' seniority	twenty (20) days
After eleven (11) years' seniority	twenty-one (21) days
After thirteen (13) years' seniority	twenty-two (22) days
After fifteen (15) years' seniority	twenty-three (23) days
After seventeen (17) years' seniority	twenty-four (24) days
After nineteen (19) years' seniority	twenty-five (25) days

Employees whose seniority date would result in moving up in the vacation allotment after January 1st but prior to December 31st will result in a prorated amount of vacation added to their annual allotment on their anniversary date.

- b) These employees who have been on the seniority list for less than one (1) year as at Jan 1st shall be granted vacation with pay at the rate of one (1) working day for each completed month of seniority but the total allowed shall not exceed ten (10) working days.
- c) There will be no further vacation entitlement beyond nineteen (19) years seniority.
- d) When an employee is on layoff or approved leave of absence without pay, vacation entitlement the following year shall be reduced by one-twelfth (1/12) for each month or major portion thereof such time not worked.

- e) If a statutory holiday or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.
- f) Vacation entitlements shall not be accumulated. Wherever possible, all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed.
- g) Preference over vacation dates shall be determined by employee seniority if booked before March 31st.

ARTICLE 17 HEALTH LEAVE PROVISIONS

a) Health Leave Defined

Health 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) Amount of health Leave

Health leave shall be granted to all Full time and Seasonal employees after completing five hundred twenty (520) hours worked and be accumulated at a rate of five point five four (5.54) hours per two (2) week pay period of service.

In any year where an employee has not used health leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of health leave for future benefits. From the effective date of this agreement, unused health leave shall continue to accrue to a total of one hundred fifty (150) days. A deduction shall be made from accumulated health leave of all normal working days (exclusive of holidays) absent for health leave as defined in Article 17 (a).

c) Proof of Illness

An employee shall, if required by the Employer, produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness.

d) Health Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff; they shall not receive health credit for the period of such absence, but shall retain their cumulative credit if any, existing at the time of such leave or layoff.

e) Health Leave Without Pay

Health leave without pay for a period not exceeding twelve (12) months shall be granted to an employee who does not qualify for health leave with pay or who is unable to return to work at the termination of the period for which health leave pay is granted. Extension in excess of twelve (12) months may only be granted by mutual agreement between the parties hereto.

f) Health Leave Records

A record of all unused health leave shall be kept by the Employer. Any employee is to be advised, on application, of the amount of health leave accrued to their credit.

g) Parental or Personal Day

Employees may use up to three (3) days without loss of pay each year for the purpose of attending to person matters or care of their children. These days shall be deducted from the employee's health leave. Further time may be requested and this will not be unreasonably withheld.

ARTICLE 18 LEAVE OF ABSENCE

a) Bereavement Leave

All regular full time and seasonal employees shall be granted the maximum of four (4) days leave, without loss of pay, in case of the death of a relative in the employee's family to include: spouse, son, son in law, daughter, daughter in law, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

One-half ($\frac{1}{2}$) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of the employee's supervisor.

b) Jury Duty or Court Witness

The Employer shall pay to an employee who is required to serve as a juror or court witness, full wages for the duration of jury duty or as a court witness. Any money the employee receives for such service will be forwarded to the employer.

c) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence without pay, for good and sufficient reason acceptable to the Employer. Requests for such leave shall be made in writing.

d) Union Leave

Leave of absence with pay shall be granted to any employee attending a union sponsored course of instruction, seminar or convention. The Union shall reimburse the employer for all lost wage costs.

e) Parental Leave,

Parental Leave requests for up to fifty-two (52) consecutive weeks must be submitted to management in writing four (4) weeks prior to leave being granted. An employee who returns from approved parental leave of fifty-two (52) unpaid weeks, shall retain the seniority accumulated prior to commencing the leave, but will NOT accumulate seniority during the time covered by the leave.

Upon return of parental leave the employee will return the same or equal position at the same rate of pay.

In the event that changes to parental or maternal leave are instituted by the British Columbia Employment Standards Act, such changes will be immediately implemented by the Employer.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

a) Pay Days

The Employer shall pay all employees bi-weekly (every second (2nd) Friday).

b) Shift Differential

Full Time and Seasonal Employees required to work between 10pm and 6am shall receive seventy one (\$0.71) cents per hour additional compensation for work.

c) RRSP Contributions

The RRSP contributions made by the Employer on behalf of all Full Time Employees shall be made on regular hours worked, including vacation and stat holidays and to exclude overtime hours and sick time.

d) First aid attendant

There shall be a maximum of two (2) designated first aid attendants at any one time and shall receive an additional sixty-five (\$0.65) cents per hour.

e) Higher Rated Classification

In the event an employee is temporarily assigned to a higher rated classification, they shall receive the higher rate of pay. Such assignment shall not exceed thirty (30) days. <u>However, assignments of a minor nature that include occasional partial duties of a higher rated classification shall not receive the higher rate.</u>

ARTICLE 20 SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and their regular salary. The amount paid shall be deducted from the accumulated sick leave of the employee.

ARTICLE 21 BENEFITS

- a) Medical Services Plan of BC
 - i) The Employer shall pay one hundred percent (100%) of the premiums of the BC Government Medical Services Plan for all regular full time and seasonal employees and dependents.
 - ii) Whatever cost saving is realized by the Employer if the Provincial Government reduces or eliminates MSP premiums, such savings will be implemented as employee wage improvements and/or benefits.
- b) Dental plan

Plan A coverage will be one hundred (100%) percent

Plan B coverage will be fifty (50%) percent

Cost sharing will be seventy-five percent/twenty-five percent (75%/25%) for Plan A and seventy-five percent/twenty-five percent (75%/25%) for Plan B.

c) Basic Extended Health Benefit Plan

Coverage shall include eighty (80%) percent reimbursement rate with an annual twenty-five (\$25.00) deductible per family.

There shall be an unlimited lifetime limit.

Cost sharing will be seventy (70%) percent Employer and thirty (30%) percent Employee.

Eye Care Policy of three hundred (\$300.00) dollars over a two (2) year period.

- d) Twenty-five thousand (\$25,000) dollars Life Insurance and AD&D coverage.
- e) Medical Practitioners One thousand five hundred dollars (\$1500.00)
- f) Massage Therapy Five hundred dollars (\$500.00)

ARTICLE 22 GENERAL CONDITIONS

a) No Strike Pending Grievance and Arbitration Procedure

The Union agrees that it will not cause, promote, sanction or authorize any strike, sit down, slow down, sympathetic strike or other interference with work by the employees for any cause whatsoever until all provisions of this agreement relating to grievance and arbitration procedure have been complied with.

b) No Lockout Pending Grievance and Arbitration Procedure

The Employer agrees that it will not create or institute any lockout of the employees with respect to any dispute between the Employer and the Union or the Employer and its employees until all provisions of the agreement relating to grievance and arbitration procedure have been complied with.

c) Bulletin Board

The Employer shall provide a suitable bulletin board upon which the Union may post notices of meetings and such other notices as may be of interest to the employees.

d) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course. In the case where the Employer prepays for a course that an employee fails to complete within a reasonable time (within the parameters of the course), the employee shall repay the Employer for the full tuition fee.

e) Uniforms

The Employer will provide a uniform for all employees. Components colour and style will be determined in the uniform policy by the Labour Management Committee. The employees agree to wear the uniform at all times while at work and to keep the uniform in clean and repaired condition. The Employer agrees that the uniform will be of good quality.

The employer agrees to reimburse up to one hundred (\$100.00) dollars annually towards the purchase of Steel toed CSA approved work boots for outside staff who have completed one thousand three hundred seventy-five (1375) hours.

f) Out of Town Travel: where the employee is directed by the employer to travel out-of-town as part of the employee's Job Requirements, the employee shall receive travel expenses in accordance with the employer's travel expense policy. An employee shall be allowed an option of hotel accommodations if the total time of work and travel exceeds ten (10) hours. A copy of the policy will be provided to the union. The policy will cover per diem charges, accommodations and transportation. Voluntary out of town travel by employees, including any reimbursement of expenses, may be arranged by mutual agreement between the employee and the employer.

ARTICLE 23 PRESENT CONDITIONS AND BENEFITS

- a) All rights, benefits and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed in so far as they are consistent with this agreement, but may be modified by mutual agreement between the Employer and the Union.
- b) It is agreed that eleven (11%) percent of gross pay be paid to all Student and Part Time employees in lieu of all benefits including Benefits, Vacation, Statutory Holidays, Sick Leave and Bereavement pay.

ARTICLE 24 TERM OF AGREEMENT

This agreement shall take effect from February 1, 2022 and shall remain in effect until January 31, 2026 and from year to year unless either party to this agreement gives notice to commence collective bargaining in accordance with the provisions of the Labour Relations Code of British Columbia. During the period of negotiations, this Agreement shall continue in full force and effect.

The parties to this agreement hereby exclude the operation of sub-section 2 of Section 58 of the Industrial Relations Act.

IN WITNESS WHEREOF the parties hereto, their signatures hereto on this 27 day of	by their authorized representatives, have affixed the control of t
ON BEHALF OF: KAMLOOPS WILDLIFE PARK SOCIETY	ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900
Glenn Grant, BCWP General Manager	Harry Nott, National Representative
Hans Dorrius, Board Member	Ken Davis, Local 900 President
Do⊿glas Sage, Board Member	Larissa Deneault, Local 900 Unit Chair (BCWP)
	Darlene Foley, Bargaining Committee Member
	Sylvie Lloyd, Bargaining Committee Member

SCHEDUE "A" WAGE RATES & RRSP

			Year 1 (Current Pay											
Old Position Name	New Position Name	Status	Rate)			Year 2			Year 3			Year 4		
				Feb 1	Jun 1.		Feb 1.	Jun 1.		Feb 1,	Jun 1.		Feb 1.	Jun 1,
A	Animal Care		%	,2022	2022	%	2023	2023	%	2024	2024	%	2025	2025
Animal Care Supervisor	Animal Care Supervisor	FT	2.0	23.37	23.85	2.0	24.33	24.33	2.5	24.94	24.94	2.5	25.57	25.57
Senior Zookeeper	Senior Zookeeper	FT	2.0	22.82	23.29	2.0	23.75	23.75	2.5	24.35	24.35	2.5	24.96	24.96
Animal Health Tech	Vet Tech	FT	2.0	22.82	23.29	2.0	23.75	23.75	2.5	24.35	24.35	2.5	24.96	24.96
Falconer/Zookeeper	Falconer/Zookeeper	FT	2.0	19.12	19.51	8.1	21.10	21.10	2.5	21.63	21.63	2.5	22.17	22.17
Zookeeper II	Zookeeper II	FT	2.0	18.56	18.94	11.4	21.10	21.10	2.5	21.63	21.63	2.5	22.17	22.17
Zookeeper I	Zookeeper I	FT	2.0	16.28	16.61	11.4	18.50	18.50	2.5	18.96	18.96	2.5	19.43	19.43
Assistant Zookeeper	Assistant Zookeeper	Sea	2.0	16.28	16.61	6.0	17.60	17.60	2.5	18.05	18.05	2.5	18.51	18.51
Part time and Students	Part time and Students	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75
	Education													
Education Supervisor	Education Supervisor	FT	2.0	23.37	23.85	2.0	24.33	24.33	2.5	24.94	24.94	2.5	25.57	25.57
Education Vol	Education Vol													
Coordinator	Coordinator II	FT	2.0	20.13	20.54	2.7	21.10	21.10	2.5	21.63	21.63	2.5	22.17	22.17
	Education Vol													
Education Vol Assistant	Coordinator I	FT	2.0	16.28	16.61	11.4	18.50	18.50	2.5	18.96	18.96	2.5	19.43	19.43
Education Leader	Education Assistant	Sea	2.0	16.28	16.61	6.0	17.60	17.60	2.5	18.05	18.05	2.5	18.51	18.51
Part time and Students	Part time and Students	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	1-	17.25	17.75
	Facilities													
Facilities Supervisor	Facilities Supervisor	FT	2.0	23.37	23.85	2.0	24.33	24.33	2.5	24.94	24.94	2.5	25.57	25.57
Facilities Coordinator	Facilities Coordinator II	FT	2.0	20.13	20.54	2.7	21.10	21.10	2.5	21.63	21.63	2.5	22.17	22.17
Facilities Leader	Facilities Coordinator I (Hort)	Sea	2.0	16.28	16.61	11.4	18.50	18.50	2.5	18.96	18.96	2.5	19.43	19.43

Kamloops Wildlife Park & CUPE Local 900
Collective Agreement February 1, 2022 to January 31, 2026
pk*cope491

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			Year 1 (Current Pay											
Old Position Name	New Position Name	Status	Rate)		Rate)		Year 2	2		Year 3		Year 4		
	Facilities Coordinator I													
Seasonal Crew Leader	(Maint)	Sea	2.0	16.28	16.61	11.4	18.50	18.50	2.5	18.96	18.96	2.5	19.43	19.43
Groundskeeper	Facilities Labour	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75
Security/ Custodian	Security/ Custodian	FT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75
Security/ Custodian	Security/ Custodian	Sea	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75
NEW	Town Run	PT	-	15.20	15.65		15.65	16.75	-	16.75	17.25	-	17.25	17.75
Part time and Students	Part time and Students	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75

Gu	est Services													
Guest Services	Guest Services													
Supervisor	Supervisor	FT	2.0	23.37	23.85	2.0	24.33	24.33	2.5	24.94	24.94	2.5	25.57	25.57
Guest Services	Guest Services													
Coordinator	Coordinator	Sea	2.0	18.27	18.64	2.2	19.05	19.05	2.5	19.53	19.53	2.5	20.02	20.02
Admissions Crew Leader	Guest Services Assistant	Sea	2.0	16.28	16.61	6.0	17.60	17.60	2.5	18.05	18.05	2.5	18.51	18.51
Guest Service Clerk	Service clerk	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25		17.25	17.75
Guest Service Clerk	Gift shop clerk	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75

	Café	7-1-1-1-1												
Food Services	Food Services													
Coordinator	Coordinator	Sea	2.0	18.27	18.64	2.2	19.05	19.05	2.5	19.53	19.53	2.5	20.02	20.02
Food Service Leader	Food Services Assistant	Sea	2.0	16.28	16.61	6.0	17.60	17.60	2.5	18.05	18.05	2.5	18.51	18.51
Food Service Clerk	Café clerk	PT	-	15.20	15.65	-	15.65	16.75	-	16.75	17.25	-	17.25	17.75

Projected Provincial Minimum wage increase.

Retroactive pay for Staff for 2022

A one-time payment of \$700.00 will be paid to all staff that did not receive the minimum wage increase on June 1st, 2022.

This payment shall represent retro pay for the period of January 2022 to February 2023 in addition to the 2% wage increase they received on June 1, 2022.

Retroactive pay for Staff for 2023

Retroactive pay for all employees that did not receive a provincial minimum wage increase on June 1, 2023 shall be paid as per new wage structure as of February 1, 2023.

Retro pay shall include the new premium for First Aid Attendants.

LETTER OF UNDERSTANDING #1

BETWEEN

THE KAMLOOPS WILDLIFE PARK SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Schedule "A" – Seniority Pay

With regards to the deletion of Schedule "A" Seniority Pay from the collective agreement it is understood and agreed that all current full time employees and current seasonal employees (should their positions be reclassified to full time) be grandfathered for the benefit of this schedule for the remainder of their employment with the BC Wildlife Park:

Below is a list of all employees to be grandfathered

Ardice Fleck

Darlene Foley

Dannielle Rogers

The original Letter of Understanding was signed on July 23, 2008.

REPEALLED SCHEDULE READ:

Seniority Pay

There shall be seniority pay, paid to full time and seasonal employees on the following basis

After ten (10) years' service - fifty (\$0.50) cents/hr
After fifteen (15) years' service - sixty (\$0.60) cents/hr
After twenty (20) years' service - sixty (\$0.60) cents/hr

The above rates are cumulative, and shall be added to the employee's rates in Schedule-A.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of 2024.

their signatures hereto on thisady or	120211
ON BEHALF OF: KAMLOOPS WILDLIFE PARK SOCIETY	ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900
Glenn Grant, BCWP General Manager	Harry Nott, National Representative
Hans Dorrius, Board Member	Ken Davis, Local 900 President
Douglas Sage, Board Member	Larissa Deneault, Local 900 Unit Chair (BCWP)

Darlene Foley, Bargaining Committee Member

Sylvie Lloyd, Bargaining Committee Member

LETTER OF UNDERSTANDING #2

BETWEEN

THE KAMLOOPS WILDLIFE PARK SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Wage Reopener

The parties agree that in the event the British Columbia Government increases the minimal wage to the point where it is within \$0.40 of the next lowest classification of this Collective Agreement, a wage reopener of the Collective Agreement shall occur.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed

their signatures hereto on this 27 day of , 2024.

ON BEHALF OF:

KAMLOOPS WILDLIFE PARK SOCIETY

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 900

Harry Nott, National Representative

Ken Davis, Local 900 President

Larissa Deneault, Local 900 Unit Chair (BCWP)

Darlene Foley, Bargaining Committee Member

Sylvie Lloyd, Bargaining Committee Member