

# COLLECTIVE AGREEMENT

Between



**Victoria Bug Zoo**  
(hereinafter referred to as the "Employer")

And



**(Canadian Office and Professional Employees Union, Local 378)**  
(hereinafter referred to as the "Union")

**Effective: July 15, 2024 to April 30, 2026**

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## **ARTICLE 1 – GENERAL AGREEMENT**

### **1.01 Parties to the Agreement**

This collective bargaining agreement (the “Agreement”) is made and entered into by and between: Victoria Bug Zoo (Hereinafter termed the “Employer”) and MoveUP (Canadian Office and Professional Employees Union, Local 378) (Hereinafter termed the “Union”) as evidenced by signature(s) of their duty authorizes representative(s) hereinafter affixed. Collectively, the Employer and the Union are referred to as the “Parties”.

### **1.02 Change in Agreement**

This Agreement may be changed at anytime during this life of this Agreement by the written mutual agreement of the Parties.

### **1.03 No Other Agreement**

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with the terms and conditions of this Agreement.

### **1.04 Definition of Days and Years**

All references to “days” means “calendar days” and references to “years” means “calendar years” unless otherwise specified in the Agreement.

## **ARTICLE 2 – INTERPRETATION**

### **2.01 Interpretation**

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia.

### **2.02 Headings**

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The management of the Victoria Bug Zoo and its direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe reasonable rules and regulations, to hire, layoff, assign employees working hours, suspend, transfer, promote, demote, discipline and discharge employees for proper cause is vested with the Victoria Bug Zoo. The Victoria Bug Zoo in exercising these rights shall not discriminate against any employee and shall give full consideration to the rights of the employee. It is agreed that these functions will be exercised in a fair and reasonable manner and in a manner consistent with the term of this agreement.

## **ARTICLE 4 – UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION**

### **4.01 Union Recognition and Bargaining Unit Description**

The Employer recognizes MoveUP (Canadian Office and Professional Employees Union, Local 378) as the sole and exclusive collective bargaining agent for all employees of the Victoria Bug Zoo as described in a certification issued to the Union on September 20, 2022, and as may be varied from time to time.

#### **4.02 Bargaining Agent Recognition**

- a) Where the Employer establishes a new position, and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either Party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of this Agreement.
- b) Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such employees are required to perform their work functions anywhere within the Province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

### **ARTICLE 5 – UNION REPRESENTATION**

#### **5.01 Union Representation**

##### **a) Union Representatives**

- i. The Employer recognizes the Union's right to select one (1) primary job steward and one (1) alternate steward to represent employees in matters pertaining to this Agreement.
- ii. The Union agrees to provide the Employer with a list of the employees designated as job steward(s) and to notify the Employer immediately in writing of any changes in the designation.
- iii. With prior approval from a Manager, job stewards shall be permitted to perform their duties as job stewards during working hours. Such approval will not be unreasonably denied. Except where provided otherwise in this Article 5, the performance of job steward duties will be without loss of pay by the Employer.
- iv. Where possible, once prior approval from a Manager has been obtained, the time necessary for a job steward to perform their duties will be scheduled into the monthly schedule of the job stewards at a time that is mutually agreeable to the job stewards and the Employer.



- v. The Union shall make efforts to ensure that the performance of job steward duties during working hours is reasonable and not excessive. If the Employer considers the performance of job steward duties during working hours by one or more job stewards to be unreasonable or excessive, the Employer shall notify the Union of its concerns and the Parties will meet within seven (7) days to discuss the Employer's concerns.

#### **b) Duties of Job Stewards**

The duties and responsibilities of job stewards will be conducted in a manner and at times that do not interfere with the Employer's normal business operations. The duties and responsibilities of job stewards shall be limited to the following activities:

- i. Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required subject to the provisions of Article 10.
- ii. The transmission of Union bulletins and/or notices by posting on the designated Union bulletin board.
- iii. Meeting with new employees to provide information in accordance with Article 6.05(b).

#### **c) Union Bulletin Board**

- i. The Employer shall provide one (1) bulletin board in the employee break room for the exclusive use of the Union members at the workplace.
- ii. The Employer shall provide an electronic bulletin board, Slack channel, or other electronic platform as may be used in the workplace from time to time, for the exclusive use of the Union members at the workplace.
- iii. Only job stewards shall be authorized to post Union bulletins and/or notices to bulletin boards provided by the Employer.

### **5.02 Time Off Work for Other Union Business**

- a) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councilors, or other Union officials, or representatives (the "**Officials**"). The Employer shall cooperate with Officials in the performance of their duties on behalf of the Union and its membership.
- b) Unless there are circumstances beyond their control, with at least fifteen (15) days' notice and subject to the Employer's operational needs, Officials who are also members of the bargaining unit shall be granted a leave of absence for conducting Union business. A bargaining unit employee who is an Official will not unreasonably use or extend this leave.

- c) Subject to the Employer's operational needs, the Employer shall grant time off for job stewards to attend seminars and training courses. Such time off will not be unreasonably withheld. A job steward will not unreasonably use or extend this leave.
- d) Any leave of absence granted under Article 5.02 is without pay by the Employer. Officials and jobs stewards shall be paid their regular rate of pay by the Union for such leaves and the Union will reimburse the Employer for any benefits cost.

### **5.03 Bargaining Committee**

The Union shall pay all lost wages to bargaining unit employees, including job stewards, who serve as bargaining committee members during collective bargaining.

### **5.04 Union Access**

- a) Subject to Article 5.04(b), the Employer shall grant access to its premises to representatives of the Union who are not members of the bargaining unit for the purpose of meeting with the Employer or the Union's bargaining unit members to adjudicate disputes and address other Union business. The Union shall make reasonable efforts to limit the total number of Union representatives who access the Employer's premises at any given time.
- b) Unless there are circumstances beyond its control, the Union shall notify the Employer at least seven (7) days before it seeks access to the premises and shall provide its desired date, time, projected number of representatives, and the duration of access in such notice. Access shall be subject to prior approval from the Employer and provided that such access does not interfere with the Employer's operational need. Access will not include access to restricted areas. Approval for access shall not be unreasonably denied.

### **5.05 Union Insignia**

Union members shall have the right to wear the recognized insignia of the Union, in the form of accessories only.

### **5.06 No Discrimination for Union Activity**

There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

## **ARTICLE 6 – UNION MEMBERSHIP AND DUES**

### **6.01 Union Membership**

- a) The Employer agrees that all employees covered by this Agreement, within seven (7) days of the signing of this Agreement, or within seven (7) days of the date of employment with the Employer, whichever event shall later occur, as a condition of continued employment with the Employer, shall become and remain members of the Union.
- b) The Employer shall advise the Union of all newly hired employees within fifteen (15) days of the date of their employment.
- c) The Union will provide the Employer with all relevant documents for Union dues authorization.

### **6.02 Union Dues Authorization**

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages substantially in the form supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees or assessments payable to the Union in accordance with the Union constitution and/or bylaws.

### **6.03 Union Dues and Assessments Deduction**

- a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union.
- b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the employee to the Union.
- c) Before the Employer is obliged to deduct any amount pursuant to Article 6, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of twenty (20) days' notice in advance of the implementation date of any change in deductions pursuant to Article 6.

#### **6.04 Remittance of Deductions**

- a) All deductions made by the Employer pursuant to Article 6 shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.
- b) The Employer shall provide the Union with a complete listing of all the following for the period of time being reported in a form acceptable to the Parties:
  - i) new hires;
  - ii) terminations;
  - iii) salary revisions; and
  - iv) employees on unpaid leaves of absence.

#### **6.05 Information for New Employees**

- a) The Employer shall provide the new employee with a copy of the Agreement either electronically or physically if printed and provided by the Union. The Employer shall advise new employees of the names of their job steward(s).
- b) The Employer shall give a job steward the opportunity to meet with new employees within regular working hours, without loss of pay, for fifteen (15) minutes within the first thirty (30) days of employment for the purpose of acquainting the employees with the benefits and duties of Union membership and employee responsibilities and obligations to the Employer and the Union. The job steward will use good faith efforts to combine meetings of employees where reasonable to do so.

### **ARTICLE 7 – PERSONAL RIGHTS**

#### **7.01 Legislation**

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

## **7.02 Non-Discrimination**

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of race, ethnic origin, colour, creed, national origin, Indigenous status, ancestry, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, membership in a trade union or because a person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, association or relationship with a person identified by one of the above grounds, perception that on of the above grounds applies.

## **7.03 Respectful Workplace**

The Employer is responsible for ensuring that all employees work in an environment free from bullying and harassment.

# **ARTICLE 8 - EMPLOYEE CATEGORIES**

## **8.01 Employee Definition**

- a) Probationary Employee
  - i. A Probationary Employee is an employee who has not successfully completed probation pursuant to Article 13.01.
- b) Regular Employee
  - i. Regular Employees are employees working twenty (20) hours or more per week and who have completed their probationary period.
  - ii. Regular Employees shall be covered by all terms and conditions of this Agreement, except those which apply specifically and exclusively to Probationary Employees and Part-Time Employees.
- c) Part-Time Employee
  - i. Part-Time Employees are employees working less than twenty (20) hours per week and who have completed their probationary period.
  - ii. Part-Time Employees are excluded from Article 20 of this Agreement.

## **ARTICLE 9 - SENIORITY**

### **9.01 Definition of Seniority**

- a) Seniority shall be defined as and calculated on the total number of hours paid to an employee from their original date of hire. Upon ratification, and to generate an initial seniority list, seniority will be calculated based on the Employer's currently available records of hours paid up to the date of ratification.
- b) Probationary Period: Probationary Employees will not accrue seniority until they successfully complete their probationary period. Upon completing the probationary period, employees shall be credited with their past paid hours worked retroactive to their original date of hire.

### **9.02 Loss of Seniority**

Except as provided in Article 9.03, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the bargaining unit for the purpose of determining seniority credit.

### **9.03 Seniority Upon Returning to the Bargaining Unit**

An employee in a bargaining unit position that is removed from the bargaining unit either by agreement between the Union and the Employer under Article 5.02 or under the Labour Relations Code of B.C. shall, upon return to a bargaining unit position or re-inclusion in the removed position, retain credit for their past paid hours prior to exiting the bargaining unit. Such an employee will not be credited with their hours worked outside the bargaining unit for the purposes of seniority.

### **9.04 Service While on Layoff**

An employee laid off and placed on the recall list under Article 18 will retain credit for their past hours worked during the recall period.

### **9.05 Seniority List**

The Employer will supply the Union with a seniority list in January of each year, and at such times that may be required for the administration of this agreement.

## **ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **10.01 Extension of Time Limits**

The time limits in Article 10 are mandatory and may only be extended by mutual agreement in writing between the Union and the Employer.

### **10.02 Grievance Defined**

- a) Grievance means any difference or dispute concerning:  
  
the interpretation, application, administration or alleged violation of this Agreement, whether between the Employer and any employee(s) bound by this Agreement or between the Employer and the Union.
- b) An “Individual Employee Grievance” is a complaint made by an individual employee against the Employer.
- c) A “Group or Policy Grievance” is a complaint made by the Union or Employer which affects more than one (1) employee or which is of general application to this Agreement.

### **10.03 Grievance Procedure**

#### **Step 1**

Individual Employee Grievance: The employee involved shall bring the grievance to a Manager within ten (10) days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. Within ten (10) days after notice, the employee and the Manager will have a discussion either in person or by electronic correspondence to resolve the grievance. The employee shall at their request be accompanied by a job steward or Representative of the Union for this discussion at the employee’s request

#### **Step 2**

Individual Employee Grievance: Within ten (10) days of the Step 1 meeting, and if a satisfactory settlement is not reached at Step 1, the Union shall submit a formal written grievance to the Employer containing the details prescribed below.

Group or Policy Grievance: The Employer or Union shall submit a formal written grievance containing the details prescribed below within ten (10) days after the party became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. Within a further ten (10) days of notice, the Employer and the Union shall meet physically or via phone or video conference to resolve the grievance.

A formal written grievance shall contain the following information:

- i. The nature of the grievance and the circumstances from which it arose;
- ii. The provision(s) of the Agreement at issue or alleged to have been violated; and
- iii. The remedy or action requested to resolve the grievance.

### **Step 3**

Individual Employee Grievance: Within ten (10) days of receipt of the Step 2 grievance, and if a satisfactory settlement is not reached at Step 2, the Union and the Employer shall hold a meeting at Step 3 to attempt to resolve the grievance. Failing settlement within a further ten (10) days of the Step 3 meeting, the Union may refer the grievance to Arbitration via a notice to arbitrate.

Group or Policy Grievance: Within ten (10) days of receipt of grieving party's written response following the Step 2 meeting, the parties shall meet to attempt to resolve the grievance at Step 3. If within ten (10) days of the Step 3 meeting a satisfactory settlement is not reached, then either party may refer the grievance to Arbitration via a notice to arbitrate.

#### **10.04 Notice to Arbitrate**

After exhausting the Grievance Procedure, and in accordance with the timelines in Step 3 for submitting a notice to arbitrate, the grieving party may by written notice to the other party refer an unresolved grievance to arbitration. The written notice to arbitrate will re-state and confirm the details of the grievance as prescribed by the Grievance Procedure.

#### **10.05 Selection of Single Arbitrator**

- a) Once notice of arbitration has been received, the Parties shall meet within ten (10) days to decide upon a single Arbitrator.
- b) Failing agreement upon or a candidate being unwilling to act as a single Arbitrator, either party may apply to the Labour Relations Board for the appointment of an arbitrator.

#### **10.07 Decision of the Arbitrator**

The Arbitrator shall deliver their award, in writing, to each of the Parties. The award and shall be final and binding on the Parties, subject to any right to appeal. The Arbitrator shall not be vested with the power to change, modify, or alter any terms of this Agreement.

#### **10.08 Costs of Arbitration**

Each party shall pay their own costs and expenses of the arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.



## **ARTICLE 11 – DISCIPLINE, DISCHARGE AND TERMINATION**

### **11.01 Just Cause and Discipline**

- a) It is hereby agreed that the Employer has the right to discipline or discharge for just cause. The burden of proof of just cause shall rest with the Employer.
- b) The Employer shall provide the employee with a statement, in writing, of the disciplinary action being taken and the reasons for such action, at the time of taking any such action, with copy to the Union or a job steward.

### **11.02 Right to Union Representation**

When a meeting is to occur involving any employee with respect to the discipline or discharge of the employee, the Employer shall advise the Union or a job steward in advance and, if an employee elects, a job steward or Union representative will be present at the meeting. These meetings shall be conducted when the employee is on shift and without loss of pay.

## **ARTICLE 12 - PERSONNEL FILE AND PERFORMANCE ASSESSMENT**

### **12.01 Personnel File**

- a) An employee, or the Union with the written authority of the employee, will be entitled to review the employee's personnel file. The Employer will provide copies of file entries as requested. On request, the Union representative shall be provided with copies of any relevant document, record or report contained in the employee's personnel file.
- b) Personnel files will be kept confidential, and access will be given only to those supervisory personnel that require the information in the course of their duties.

### **12.02 Purging Personnel Files**

All reprimand notices, disciplinary measures or letters of expectation will remain on the employee file for twenty four (24) months from the date of notice or reprimand unless there is a reoccurrence of the same. If a repeat infraction occurs within the twenty four (24) month period, the original and subsequent notices or reprimands will remain on the file for a further twenty four (24) months from the date of the most recent notice or reprimand.

### **12.03 Compliance with Privacy Legislation**

The Parties shall comply with the provisions of the Personal Information Protection Act.

## **ARTICLE 13 - PROBATIONARY EMPLOYEES**

### **13.01 Probation Period**

- a) All employees shall be considered on probation either for the first 356 hours of work during their employment or until six (6) months from the first (1<sup>st</sup>) day worked has elapsed, whichever is first reached by the employee during their employment.
- b) The probationary period may be extended by mutual agreement between the Employer and the Union.

### **13.02 Employer Obligations During Probationary Period**

- a) The Employer shall inform a Probationary Employee of the standards which they are expected to meet during the probation period; and shall also provide reasonably appropriate training and orientation necessary to assist the new employee to meet these standards.
- b) The Employer shall inform a Probationary Employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the Probationary Employee.
- c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful completion of the probation period by a new employee or otherwise terminate the employee.
- d) A Probationary Employee who the Employer determines has not successfully completed probation will receive notice of termination or pay in lieu of notice of termination based on the employee's length of service in accordance with section 63 of the Employment Standards Act of British Columbia. For clarity, a Probationary Employee who has not met the minimum length of service under the Employment Standards Act of British Columbia shall not be entitled to notice or pay in lieu.
- e) Where the Employer lays off a Probationary Employee during their probationary period, Article 18 of this Agreement shall apply.

## **ARTICLE 14 - JOB POSTINGS & SELECTION**

### **14.01**

Vacant positions shall be posted on the Union bulletin board for a minimum of five (5) days, as well as emailed to all current employees. The Employer shall fill vacancies from within the bargaining unit provided employees are available and they have the necessary qualifications for the position. When qualifications, or skill and ability are equal, seniority shall be the determining factor.

## **ARTICLE 15 – SALARIES AND PAYROLL**

### **15.01 Salary Scale**

Salary scales for existing classifications will be paid in accordance with the following salary schedule:

All employees:       \$21.00

Wages shall be retroactive to May 1, 2024

### **15.02 Job Descriptions**

- a) The Employer shall provide a job description to the Union that describes the duties and responsibilities of a Bug Zoo Employee. Such descriptions, when developed, or changed, shall be forwarded to the Union
- b) An employee required by the Employer to perform work temporarily in an excluded Managerial position, other than the classification of a Bug Zoo Employee, shall be paid at the higher management rate for such time worked

### **15.03 New or Changed Bargaining Unit Positions**

- a) If the Employer establishes a new job classification within the bargaining unit, or materially modifies the duties and responsibilities of a Bug Zoo Employee, the Employer will provide the Union with the new or changed job description
- b) The Employer may create and fill a new job classification prior to reaching agreement on the salary with the Union
- c) The Parties will meet within fifteen (15) days to negotiate the salary for the newly created classification or modified Bug Zoo Employee job if the Union does not agree with the salary established by the Employer

- d) If the Employer and the Union are unable to agree on a salary for the new or modified job, the matter of the salary will be referred to arbitration under this Agreement
- e) If the Employer establishes a new job classification within the bargaining unit, the Parties will meet within fifteen (15) days to negotiate how Article 18 will apply to the newly created classification.

#### **15.04 Employees to be Paid Bi-Weekly**

- a) Employer to Pay Bi-Weekly

The Employer shall pay Employees on a bi-weekly basis for the life of this Agreement

- b) Pay Statements

The Employer shall provide employees pay statements on every bi-weekly pay period

### **ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY**

#### **16.01 Occupational Health and Safety**

- a) The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.
- b) There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this Health and Safety Article.

#### **16.02 Worker Representative**

- a) A worker representative shall be selected by the Union to act as the worker health and safety representative required by Division 5 of the Workers' Compensation Act.
- b) To the extent practicable, the worker representative shall perform the same duties and functions of a joint committee under section 36 of the Workers Compensation Act.
- c) The worker representative shall meet a representative of the Employer once in January, March, June and October to address unsafe, hazardous, or dangerous working conditions. The worker representative may request an additional meeting with a representative of the Employer in the event that an urgent safety matter arises. Meetings shall be scheduled into the worker representative's shift schedule and shall not exceed one (1) hour in length. The worker representative shall suffer no loss of pay for attending such meetings or performing duties necessary to their role as worker representative.

- d) Minutes of meetings between the worker representative and the representative of the Employer shall be kept by the worker representative. The worker representative will provide a copy of the minutes to the Employer.
- e) The Employer shall post a copy of the three (3) most recent meeting minutes on the Union bulletin board in the employee break room. If requested by the Union, the Employer will send a copy of the minutes to the Union.

## **ARTICLE 17 - TRAINING AND EDUCATION**

### **17.01 Training for New Species of Animals**

The Employer will provide employees with paid time during their normal working hours to review Employer provided materials on new species of animals added to the workplace.

## **ARTICLE 18 - LAYOFF, RECALL AND SEVERANCE**

### **18.01 Lay-Off and Bumping**

If the Employer determines reduction of staff is necessary, the Employer may lay off bargaining unit employees in order of seniority, beginning with the least senior employee.

### **18.02 Notice of Lay-Off**

- a) An employee who has not completed three (3) consecutive months of service and who is to be laid off shall not be entitled to any rights under Article 18 of this Agreement. As a result, such employee will not be entitled to any notice of lay off or pay in lieu of notice upon the termination of their employment.
- b) An employee who has completed three (3) consecutive months of service and who is to be laid off shall receive written notice of layoff or pay in lieu of notice, in accordance with section 63 of the Employment Standards Act of British Columbia. Any such written notice will specify the anticipated lay off date.

### **18.03 Recall Rights**

- a) An employee who has completed three (3) consecutive months of service and who is laid off can elect to be placed on a recall list for a period of twelve (12) months.

- b) If an employee who is eligible to be placed on recall elects not to be placed on the recall list but instead elects to end their employment, the notice of lay-off received under Article 18.02 shall discharge the Employer's liability resulting from the employee's length of service at the time of termination.

#### **18.04 Recall by Seniority**

Employees laid-off shall be recalled by seniority and shall have the right to return to a vacancy in their former job classification or to a similar classification if created per Article 15.

#### **18.05 Recall Notification**

Notice of recall to an employee who has been laid-off shall be made in-person, by registered mail, courier or email to the last known residential or email address of the employee. The employee must respond to such notice within three (3) days of receiving it or shall lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, for which the Employer may request proof, shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the list for the remaining recall period.

#### **18.06 Salary on Recalls**

Employees recalled to their former position shall receive the current rate of pay for the position.

#### **18.07 Time Spent on Recall**

- a) If the employee is recalled before the expiration of the recall period, their time spent on the recall list will count towards calculating the employee's total length of service for future employment-related purposes.
- b) If the recall period expires and the employee has not been recalled, their employment will be deemed to have been terminated at the beginning of the layoff. The notice of lay off received by the employee under Article 18.02 at the beginning of the layoff shall discharge the Employer's liability resulting from the employee's length of service at the time of termination.

## **ARTICLE 19 - TECHNOLOGICAL CHANGE**

### **19.01 Definition**

- a) “Technological Change” for the purposes of this Agreement shall mean the introduction by the Employer into its operations of equipment or material of a different nature or kind than that previously used by the Employer in its operations which results in a significant reduction in the number of bargaining unit employees, or a change in the manner, method or procedure in which the Employer carries on its operations, that results in such reduction.
- b) Article 19 does not apply in cases of layoff due to shortage of work, or where the Employer reorganizes to do the same work with fewer staff.

### **19.02 Notice of Technological Change**

When the Employer intends to introduce any Technological Change into its operation, it shall give the Union at least sixty (60) days’ notice before the implementation of such Technological Change. The Employer will meet with the Union to review the effects of the intended Technological Change, such as the number and classifications of bargaining unit employees likely to be affected.

### **19.03 Lay-Offs Due to Technological Change**

- a) If a bargaining unit employee is laid-off due to a Technological Change, the Employer shall provide that employee with written notice of lay off in accordance with Article 18.02. Any notice of lay off may be delivered at the same time as or during the sixty (60) days notice of the Technological Change provided to the Union.
- b) Any layoffs resulting from a Technological Change shall be conducted in accordance with Article 18.

## **ARTICLE 20 - GROUP BENEFITS PLAN**

### **Eligibility**

- a) After three (3) months, a Regular Employee shall be eligible for benefits under the Victoria Bug Zoo group benefits plan.
- b) The plan will be fifty percent (50%) employer paid and fifty percent (50%) employee paid. A copy of the plan will be provided to employees.
- c) The current insurance benefits plan for Regular Employees shall be maintained in full force and effect for such employees during the term of the Agreement.
- d) Regular Employees who reduce their hours to that of a Part-Time Employee will lose their benefits after performing Part-Time Employee hours across thirty (30) calendar days. A Regular Employee who is on a leave of absence, or who is on the recall list, and whose hours are reduced will not lose their status as a Regular Employee nor their entitlement to benefits, subject to the following conditions:
  - i. the approval of the benefit carrier and compliance with the terms and conditions of the carrier's plan; and
  - ii. upon the Employer's request, the employee provides prior written confirmation that they will reimburse the Employer for the costs of the employee portion of the premium and provides reimbursement for same on a monthly basis.
- e) The Employer will only be responsible for making the group benefits plan available to Regular Employees and payment of its share of the requisite premium such that a dispute about the administration of benefits by the carrier is inarbitrable.

## **ARTICLE 21 - MEDICAL CERTIFICATES AND EXAMINATIONS**

### **21.01 Medical Certificates**

- a) At the request of the Employer, the employee shall be required to provide a medical certificate from a qualified medical practitioner for any absences due to illness or injury of three (3) consecutive days or more, or on the third (or more) separate absences occurring in a six (6) month period. The cost of obtaining such a certificate shall be borne by the Employer.
- b) Any medical certificate requested and provided shall state:
  - a. Confirmation that the leave or absence was connected to an illness, injury or other medical condition;



- b. the date the employee attended their examination; and
- c. the date when the employee is expected to return to work.

### **21.02 Confidentiality of Medical Information**

The Employer shall ensure medical information is maintained in strict confidence and is not to be used for any non-work-related purposes.

## **ARTICLE 22 - HOURS OF WORK**

### **22.01 Standard Work**

- a) Employees shall submit their availability for upcoming work schedules at least twenty (20) days before the first (1st) day of each calendar month and twenty (20) days before the sixteenth (16th) day of each calendar month
- b) The Employer will post an employee schedule at least fourteen (14) days in advance of the week for which the schedule applies.
- c) Employees are required to provide the Employer with no less than three (3) days' notice of their inability to report scheduled work, unless circumstances beyond the control of the employee prevent such notification

### **22.02 Breaks**

- a) The Employer must ensure:
  - i. no employee works more than 5 consecutive hours without a meal break; and
  - ii. each meal break lasts at least a half (1/2) hour.
- b) The Employer who requires an employee to work or be available for work during a meal break must count the meal break as time worked by the employee.
- c) Every employee who works longer than three (3) consecutive hours shall be entitled to an unpaid fifteen (15) minute break. For clarity, an employee who works longer than five (5) consecutive hours shall be entitled to both an unpaid fifteen (15) minute break and a meal break.

### **22.03 Days of Rest**

Employees will be entitled to two (2) days of rest each calendar week unless otherwise mutually agreed upon by the Employer and employee

#### **22.04 Minimum Shift Length**

All employee shifts shall be for a minimum of three (3) hours, unless an employee specifically requests and/or agrees to a shift of two (2) hours, or where an employee is scheduled to attend an employee meeting which is shorter than three (3) hours

#### **22.05 Touring Length**

- a) The length of a tour will be limited to two (2) hours for the following periods: the months of March, July, and August; the last two weeks of December; and all weekends
- b) The length of a tour will be limited to two-and-a-half (2.5) hours for all other times not mentioned in Article 22.05(a)
- c) If an employee and the Employer agree, the employee can work a longer tour length than stated in Article 22.05(a) or (b), up to a maximum of three-and-a-half (3.5) hours

### **ARTICLE 23 – OVERTIME**

#### **23.01 Overtime**

- a) Overtime must be pre-approved by the employee's Manager, or their designate, prior to working overtime.
- b) "Overtime" means work authorized by the Employer and performed by an employee in excess of:
  - i. hours worked in excess of an eight (8) hour day;
  - ii. hours worked in excess of forty (40) hours in a week.

#### **23.02 Overtime Compensation**

Overtime shall be compensated at the rate of one-and-one half (1 and 1/2) times for time over eight (8) hours and double time for all hours worked in excess of 12 hours worked in a day.

## **ARTICLE 24 – VACATIONS AND VACATION PAY**

### **24.01 Annual Vacation**

- a) Employees will earn and receive annual vacation with pay and as set out below:
  - i. Upon completion of the first six (6) months' service, a Regular Employee Shall be entitled to receive an advance of three (3) days' vacation which if taken, will be deducted from the ten (10) days' vacation time they would receive following completion of their first year of service. The Regular Employee will receive vacation pay at a rate of four (4) percent on their total wages earned prior to taking the three (3) days of advanced vacation.
  - ii. Employees who have completed more than one (1) year of service, from their date of hire, shall be entitled to the following vacation time and pay:

| <b>Years of Completed Service</b> | <b>Vacation Time</b> | <b>Vacation Pay %</b> |
|-----------------------------------|----------------------|-----------------------|
| 1-4 years                         | ten (10) days        | 4%                    |
| 5-9 years                         | Fifteen (15) days    | 6%                    |
| 10 or more years                  | Twenty (20) days     | 8%                    |

### **24.02 Statutory Holiday Coinciding with a Day of Vacation**

Where a statutory holiday occurs during an employee's vacation, the provisions of Article 25.04 shall apply.

### **24.03 Termination of Employment**

- a) On termination of employment, and employee will receive vacation pay in accordance with Article 24.01 less any pay actually received for vacation taken.
- b) On termination, and employee will be paid all vacation entitlements based upon the salary rate at the time the entitlements were earned.

## ARTICLE 25 – STATUTORY HOLIDAYS

### 25.01 Statutory Holidays

- a) For the purpose of this Agreement, the following are acknowledged as statutory holidays and are collectively referred to as the “**Statutory Holidays**”:

|                |   |
|----------------|---|
| New Year’s Day | Labour Day                                |
| Family Day     | National Day for Truth and Reconciliation |
| Good Friday    | Thanksgiving                              |
| Victoria Day   | Remembrance Day                           |
| Canada Day     | Christmas Day                             |
| B.C. Day       |   |

- b) If any other public holiday gazetted, declared, or proclaimed by the Government of the Province of British Columbia shall be deemed to be statutory holiday for the purposes of this Agreement.
- c) If an employee and the Employer agree, the employee can substitute another day off work in lieu of the Statutory Holiday.

### 25.02 Statutory Holiday Pay

- a) An employee who is given a day off on a Statutory Holiday shall receive statutory holiday pay if they have (a) been employed for at least 30 days before the Statutory Holiday; and (b) worked or earned wages for 15 of the 30 days preceding the Statutory Holiday.
- b) Employees who qualify for statutory holiday pay shall be paid the equivalent of an average day’s pay in accordance with section 45 of the Employment Standards Act of British Columbia, regardless of whether the Statutory Holiday falls on the employee’s regularly scheduled day off.

### 25.03 Work on a Statutory Holiday

An employee who works on a Statutory Holiday or another substituted day shall be paid one and one half (1.5x) their base hourly rate for the hours worked on that day and an average day’s pay calculated in accordance with section 45 of the Employment Standards Act of British Columbia.

#### **25.04 Statutory Holiday Coinciding with a Day of Vacation**

For each Statutory Holiday which falls within an employee's scheduled vacation period, the employee shall be paid statutory holiday pay in accordance with Article 25.02 for that day. The day of the Statutory Holiday shall not be counted as a vacation day and therefore will not reduce the employee's vacation entitlement. The employee and the Employer will reschedule the vacation day to another mutually agreeable date.

### **ARTICLE 26 – SECURITY OF BARGAINING UNIT WORK**

#### **26.01 Exclusivity of Bargaining Unit Work**

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees.

#### **26.02 Exception to Exclusivity of Bargaining Unit Work**

Notwithstanding the above, it is understood that Managers have historically performed certain bargaining unit duties, including not limited to conducting tours, when not performing management duties or administrative tasks. As a result, it will not be a breach of this Agreement for Managers to perform such duties where they deem it reasonable to maintain business operations and satisfactory levels of customer service.

### **ARTICLE 27 - LEAVE OF ABSENCE**

#### **27.01 Proof for Leaves of Absence**

If requested by the Employer, the employee must, as soon as practicable, provide the Employer with reasonably sufficient proof or a certificate from a medical or nurse practitioner certifying that the employee is entitled to any of the leaves listed below.

#### **27.02 Changes to the Employment Standards Act of British Columbia**

If the Employment Standards Act of British Columbia is amended to reduce the entitlements in any of the leaves of absence referenced in this Article, the Parties agree that the leaves as drafted herein will remain unaffected for the duration of the Agreement.

### **27.03 Maternity Leave and Parental Leave**

Employees shall be provided with Maternity Leave and Parental Leave in accordance with the Employment Standards Act of British Columbia.

### **27.04 Bereavement Leave**

- a) Bereavement Leave will be provided to employees in accordance with the Employment Standards Act of British Columbia. For reference, an employee is entitled to a leave of absence with pay for up to three (3) days on the death of a member of the employee's immediate family.
- b) "Immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, or the child or parent of an employee's spouse, and any person who lives with an employee as a member of the employee's family.
- c) In addition to Article 27.03(a), an employee will be entitled to:
  - i. three (3) days unpaid leave related to complications related to fertility treatments, miscarriage, abortion, termination of pregnancy, or stillborn birth; and
  - ii. two (2) days unpaid leave for travel to attend the funeral of any immediate family member outside the Greater Victoria Area.

### **27.05 Injury or Illness Leave (Paid Sick Leave)**

Injury or Illness Leave will be provided to employees in accordance with the Employment Standards Act of British Columbia. For reference, all employees shall be entitled to five (5) paid sick days and three (3) unpaid sick days each year.

### **27.06 Compassionate Care Leave**

Compassionate care leave will be provided to employees in accordance with the Employment Standards Act of British Columbia. For reference, all employees are entitled to up to twenty seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty six (26) weeks.

### **27.07 Family Responsibility Leave**

Family Responsibility Leave will be provided to employees in accordance with the Employment Standards Act of British Columbia. For reference, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- i. the care, health or education of a child in the employee's care, or
- ii. the care or health of any other member of the employee's immediate family.

### **27.08 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo medical intervention to seek surgical reconstruction or alignment with their gender, will be granted four (4) days of unpaid leave. In addition, the employee may use the Injury or Illness Leave under Article 27.04, and other such leaves under this Agreement, as applicable, to support their convalescence.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

### **27.09 Domestic or Sexual Violence Leave**

Domestic or Sexual Violence Leave will be provided to employees in accordance with the Employment Standards Act of British Columbia. For reference, an employee who requests leave under this Article shall be entitled to up to five (5) days of paid leave and five (5) more days of unpaid leave. If necessary, the employee may take up to fifteen (15) more weeks of unpaid leave.

### **27.10 Leaves of Absence Without Pay**

Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee. Wherever possible the leave of absence should be requested in writing at least four (4) weeks before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work. Such leave of absence shall not be unreasonably denied.

## **ARTICLE 28 - NO STRIKE OR LOCKOUT**

### **28.01 No Strike or Lockout**

The Parties agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of B.C.

### **28.02 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line as defined by the Labour Relations Code of B.C. Any employee thus failing to report for duty at the premises of the Employer shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

## **ARTICLE 29 – GENERAL PROVISIONS**

### **29.01 Preparation and Distribution of the Collective Agreement**

- a) The Employer will make reasonable efforts to bring the terms of this Agreement to the attention of its management and supervisory personnel who have any responsibility for any employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all employees.
- b) The Union agrees to print and provide to the Employer as many copies of the collective agreement as necessary for the Employer to fulfill its obligation.

## **ARTICLE 30 – GENERAL PROVISIONS**

### **30.01 Duration**

- a) This Agreement shall be binding and remain in full force for the period from and including **July 15, 2024** to and including **April 30, 2026**

### **30.02 Notice to Bargain**

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining



### **30.03 Agreement to Continue in Force**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be

### **30.04 Exclusion of Operation – Labour Relations Code of B.C.**

The parties hereto agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of B.C. or any subsequent equivalent legislative provisions

### **30.05 Letters of Understanding and Memorandums**

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Employer Officers or Representatives

### **30.06 Incorporated Documents**

- a) All appendices to this Agreement and all Letters or Memoranda of Agreement or Understanding and/or any similar instruments signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein writing and shall so apply
- b) The Employer's benefit plan is not incorporated into this Agreement

### **30.07 Notification of Employer Policies and Procedures**

The Employer agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Employer will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of a grievance pursuant to Article 10.

### **30.08 Surveillance Cameras**

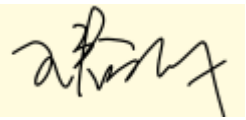


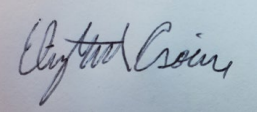

- a) The Parties recognize and acknowledge the Employer's interest in operating cameras in the workplace due to prior incidents of theft and vandalism, the risks of leaving live animals at the workplace unattended during non-business hours, and the safety risk associated with the presence and handling of live animals during business hours

- b) There shall be no surveillance cameras in the employee breakroom or in the rearing room
- c) The surveillance cameras shall not record any audio during employee working hours
- d) The Employer will establish adequate policies and procedures to ensure the following:
  - i. That access to any surveillance footage shall be restricted to a minimal number of authorized individuals (the “Authorized Individuals”) and that the Employer identify the Authorized Individuals to the Union;
  - ii. That the Authorized Individuals shall only review surveillance footage to investigate a security or safety incident, such as criminal activity or concerns regarding animal safety, or where a review of the surveillance footage is authorized by the Personal Information Protection Act or by other law;
  - iii. That current and new employees shall be informed about the purpose of the surveillance cameras; and
  - iv. That any surveillance footage be securely stored for a specified time period, and destroyed or overwritten at the end of that specified time period.
- e) The Parties agree that as an exercise of management rights the Employer’s can replace and upgrade the cameras currently situated in the workplace and add new cameras to workplace in locations which reflect the Employer’s interest described in Article 30.8(a). If the Employer replaces and upgrades any currently situated cameras or adds new cameras in the workplace, it will provide the Union with fourteen (14) days’ written notice.

Signed this 6<sup>th</sup> day of September, 2024 at Burnaby, B.C.

Signed on behalf of the Victoria Bug Zoo

Signed on behalf of MoveUP,  
(Canadian Office and Professional Employees Union, Local 378)

|   |  |  |
|---|--|--|
|  |  |    |
| Chunli Wang, Employer   |  | Phil Bargaen, Union Representative   |
|   |  |    |
|   |  | Meaghan Morrice, Union Representative  |
|   |  |   |
|   |  | Liz Cronin, Bargaining Committee   |
|   |  |  |
|   |  | Alyssa Allen, Bargaining Committee   |