

COLLECTIVE AGREEMENT

BETWEEN:

GREATER VANCOUVER ZOO

AND:

TEAMSTERS LOCAL UNION 213

August 30, 2002 to September 15, 2006

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**GREATER VANCOUVER ZOO
AND
TEAMSTERS LOCAL 213
COLLECTIVE AGREEMENT**

ARTICLE 1: PURPOSE

The Employer and the Union desire to promote harmonious relations between the Employer, the Union and the employees of the Employer covered by this Agreement. Both parties agree that their mutual interest lies in friendly co-operation to promote the welfare of both the Employer and the employees. Consistent with this, the parties agree to the best of their ability to provide for a competitive and profitable company by meeting or exceeding the educational, community service, entertainment and quality of service expectations of its patrons and local community while providing effective quality care for the animals.

In addition, this agreement: sets forth all agreements between the Vancouver Zoo and the Union regarding rates of pay, hours of work and other conditions of employment; and provides an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.

ARTICLE 2: SCOPE AND UNION RECOGNITION

2.1 Scope

This Agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the *Labour Relations Code* of British Columbia.

2.2 Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in the bargaining unit.

2.3 Definition

In this Agreement, "employee" means an employee in the bargaining unit.

ARTICLE 3: UNION SECURITY

Each employee must, as a condition of employment, be or become a member of the Union within three (3) months following the effective date of this Agreement, or three (3) months following the beginning of his or her employment, whichever is later. Each employee shall remain a member of the Union in good standing as a condition of continuing employment.

ARTICLE 4: UNION DUES

4.1 Failure To Pay Dues

Where an employee is expelled or suspended from, or denied, union membership because of the employee's failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union, the Union may, by written notice, require the Employer to terminate the employment of that employee. The Employer shall take such action provided it considers that it has just cause for termination.

4.2 Payment of Dues

All employees in the bargaining unit except those exempted under Section 17 of the *Labour Relations Code* of British Columbia, shall pay dues to the Union.

4.3 Dues Checkoff

Upon written authorization from an employee, the Employer agrees to deduct Union initiation fees and dues from the employee's wages, and to remit the monies so collected to the Union not later than the 10th day of the following month, together with a written statement containing the names of all employees for whom such deductions were made and the amount of each deduction.

4.4 Amount of Dues and Initiation Fees

Each month the Union shall mail to the Employer a checkoff form, setting out the name of each employee in the Union and the amounts of dues, etc. owed. The Employer shall delete any names of employees who have terminated and add the names of any new employees.

4.5 Disclaimer/Indemnity

The Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions, or charges brought against the Employer by an employee as a result of the application of this Article 4.

ARTICLE 5: UNION REPRESENTATION

5.1 Recognition of Shop Stewards

The Employer shall recognize one (1) Shop Steward, elected or appointed by the Union.

5.2 Qualifications

The Shop Steward shall be an employee who has completed their probationary period.

5.3 Notification

The Union shall notify the Employer in writing of the name of the Shop Steward. The Employer shall not be required to recognize a Shop Steward until it has been so notified.

5.4 Investigation/Processing of Grievances

Except for emergencies or very serious situations, stewards' duties will be performed outside of normal working hours. If such duties are to be performed during working hours, a Steward must first obtain permission from his or her supervisor. In no such case will there be any interference with operations.

5.5 No Union Activities

Neither the Union nor the employees will engage in any Union activities during working hours, or hold meetings at any time on the Employer's premises, except as provided in this Agreement.

5.6 Union Representatives

An authorized representative of the Union shall have the right to contact employees at the workplace to discuss matters respecting this Agreement or its administration. The Union shall obtain authorization from the Employer as to the appropriate time for such contact before meeting the employee(s). Such authorization shall not be unreasonably withheld. The Union will attempt to limit all such contacts to non-working hours.

5.7 Bulletin Board

The Employer shall make a bulletin board available for the posting of Union bulletins regarding meetings, appointment of committees, election of officers, seniority lists, dues, entertainment, and health and safety. All such bulletins must be approved by the Union and the Employer before posting. The Shop Steward shall be responsible for ensuring that the bulletin board is used in accordance with this Agreement.

5.8 Labour Management Committee

A Labour-Management Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. On the written request of any of its member(s), the Labour-Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 Rights Reserved

The Union recognizes and agrees that except as expressly abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

6.2 Management Rights

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- a. hire, direct and assign work to employees;
- b. promote, demote, transfer, lay off, recall or retire employees;
- c. suspend, discipline and discharge employees for just and reasonable cause;
- d. evaluate job performance;
- e. establish new, and abolish existing, job classifications;
- f. establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- g. establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement;
- h. maintain order, discipline and efficiency; and
- i. determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

ARTICLE 7: SENIORITY

7.1 Definition

Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union. Where applicable, for employees other than full time regular employees, seniority shall be calculated on the basis of hours worked.

7.2 Seniority Date

Except as provided in this Agreement, an employee's seniority date will be his or her most recent date of hire.

7.3 Leaving the Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

7.4 Leaves of Absence

Seniority shall continue to accrue during an approved leave of absence authorized by this Agreement, with the exception of a Special Leave of absence, where seniority is frozen but does not accrue.

7.5 Probationers

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

7.6 Seniority List

The Employer shall provide the Union with a current seniority list at least once every six months.

7.7 Loss of Seniority

Seniority shall be lost and employment terminated if an employee:

- a. resigns;
- b. is discharged for just and reasonable cause;
- c. has less than 12 month's seniority, is on continuous layoff for thirteen (13) weeks. Employees with 12 or more months of seniority is on continuous layoff for six (6) months;
- d. after a layoff, fails to report for work after being recalled;
- e. is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives reasons satisfactory to the Employer for his or her failure to do so;
- f. is absent from work due to illness or injury for a period of twenty- six (26) weeks or less, without providing the Employer with a medical certificate from a qualified medical practitioner upon request by the Employer at any time during the illness or injury period, or upon his or her return to work, certifying that the employee was incapable of working due to such illness or injury for a specified period of time which coincides with his or her absence from work;
- g. works for another employer without the Employer's written approval, except while on layoff or, for part-time employees, where the employee is not scheduled to work;
- h. uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- i. fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

ARTICLE 8: EMPLOYMENT STATUS

8.1 Probationary Period

Each employee shall serve a probationary period of 520 hours actually worked, commencing with his or her date of hire. If the Employer, in its sole discretion, decides that the employee is unsuitable for continued employment, that his or her performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his or her duties, the Employer may

terminate the employee's employment at any time during the probationary period. This probationary period may be extended with agreement by the Union. Such agreement will not be unreasonably withheld.

8.2 Full Time Regular Employees

Full-time regular employees are regularly scheduled employees who work an average of forty (40) hours per week on a continuing basis.

8.3 Part-time Regular Employees

Part-time regular employees are regularly scheduled employees who work twenty (20) or more but less than forty (40) hours per week on a continuing basis.

8.4 Temporary Employees

Temporary employees are persons who are called into work by the Employer from time to time, and may or may not have regularly scheduled hours. Temporary employees are not obligated to work when requested, and they are not covered by this Agreement. Such temporary employment opportunities shall first be offered to regular employees who are on layoff.

8.5 Seasonal Employees

Seasonal employees are employees hired for a specified period not exceeding six (6) months' duration in a single calendar year, except where such period is extended by agreement of the parties. If a seasonal employee subsequently becomes a part-time or regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the seasonal employment. There shall be a separate seniority list for seasonal employees.

8.6 Students

Students are persons who registered at an educational institution and whose work for the Employer relates directly to such education related assignments or projects such as career prep training, practicums, veterinary training, etc. Students falling under this clause are not covered by this Agreement. Students will not be used to replace employees in existing regular paid positions.

8.7 Volunteers

Volunteers have been and will continue to be used to perform a variety of functions. Volunteers are not covered by this Agreement. Volunteers will not be used to replace employees in existing regular paid positions.

8.8 Restriction

No seasonal or temporary employees will be hired while a qualified employee with recall rights, and who possesses the necessary qualifications, is on layoff.

ARTICLE 9: VACANCIES AND PROMOTIONS

9.1 Vacancies

Subject to the Employer's needs, vacancies in existing or new classifications for full-time regular employment shall be posted in a conspicuous location for seven (7) consecutive calendar days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the seventh (7th) calendar day after the initial posting, on forms supplied by the Employer. If in the Employer's view there are no suitable applications received by the end of the seventh (7th) calendar day after the initial posting, the Employer may fill the vacancy as it sees fit.

9.2 Criteria

Job awards for promotions or posted vacancies shall be made by the Employer on the following basis: abilities, qualifications and seniority as defined in Article 7 (in that order). If in the Employer's view the abilities and qualifications of two (2) or more applicants are relatively equal, then the employee with the greatest seniority shall be awarded the job.

9.3 Trial Period

Employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of 520 working hours in the new position. If during this trial period the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that he or she cannot do the job, the employee shall be returned to his or her former position or one of equal rank.

ARTICLE 10: LAYOFF AND RECALL

10.1 Layoff

Employees shall be laid off in reverse order of seniority, subject to the employee's present ability to perform the required work.

10.2 Sequence

Where practical, the following order shall apply for layoffs: seasonal, temporary, part-time regular, and then full-time regular employees.

10.3 Bumping

If in the Employer's opinion an employee displaced from his or her position by the lay off procedure has the necessary present ability to do so, that employee may bump another employee with less seniority. In such cases, the employee shall receive the wage rate for the classification into which he or she bumps. There shall be no bumping up. Part-time regular employees may not bump full-time regular employees.

10.4 Recall

For the purposes of recall from layoff, the above procedure and sequence shall be reversed. When an Employee is recalled, the Employer will advise the Employee three (3) working days prior to the date the Employee is to return to work. Employees will be advised of recall by telephone.

If the Employer is unable, after reasonable efforts, to contact the laid off employee within one (1) day, the Employer may recall the next employee in the sequence. In such cases, the Employer will send the employee a letter of recall by courier or by registered mail. If the employee does not reply within two (2) full calendar days, unless he/she has a reason that is acceptable to the Employer, he/she will be terminated.

If the Employee does not report to work as required, or provide the Employer with a reasonable and acceptable reason for not returning as notified, the Employee shall be deemed to have terminated employment.

10.5 Employee's Responsibility

It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

10.6 Rate Upon Recall

Employees recalled to work shall receive the current rate for the classification into which they are recalled.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 Definition

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

11.2 Grievance Procedure

The following grievance procedure shall apply:

Step 1

Within ten (10) working days of the alleged violation, the employee shall attempt to resolve the grievance through discussions with his or her immediate supervisor.

Step 2

If the matter is not resolved at Step 1, the employee shall present the grievance in writing to his or her Department Manager, clearly setting forth full particulars of the alleged violation, including the Article(s) involved and the remedy sought. The written grievance must be presented within fifteen (15) working days of the alleged violation. Within two (2) working days following receipt of the written grievance, the Department Manager shall provide the employee with a written reply.

Step 3

If the matter is not resolved at Step 2, the employee or a Shop Steward shall present the written grievance to the General Manager or designate, within five (5) working days following receipt of the Department Manager's decision. The General Manager shall issue a written reply within five (5) working days following receipt of the written grievance.

11.3 Referral to Arbitration

If the grievance remains unresolved after the conclusion of Step 3, it may be referred to arbitration. Either party shall notify the other party in writing within ten (10) working days of the conclusion of Step 3 of its desire to submit the grievance to arbitration.

11.4 Policy Grievance

The Union or the Employer shall have the right to initiate a policy grievance at Step 3.

11.5 Failure to Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this Article shall be deemed to be settled on the basis of the last written reply received by the grievor.

11.6 Alternate Dispute Resolution

If the parties are unable to resolve the grievance through the normal grievance procedure in Article 11.2, they may agree to the use of other dispute resolution process in which an independent third part will assist the parties in resolving the differences through discussion, mediation; or making written recommendations.

11.7 Settlements

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned.

ARTICLE 12: ARBITRATION

12.1 Choice of Arbitrator

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall agree on a single arbitrator.

12.2 Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

12.3 Jurisdiction of Arbitrator

The arbitrator or arbitration panel shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

12.4 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

ARTICLE 13: DISCIPLINE AND DISMISSAL

The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.

ARTICLE 14: HOURS OF WORK

14.1 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work.

14.2 Normal Hours

Due to the nature of the business of the Zoo including fluctuations caused by seasons of the year, weather conditions, special functions and other factors, the hours of work that follow are generally the norm but may be changed as conditions warrant.

The normal hours of work for full-time regular employees shall be:

- a. Keepers/Assistant Keepers and Maintenance Employees

Eight (8) working hours per day, between the hours of 7:00 a.m. and 9:00 p.m.

- b. Ticket Booth Employees

As required between the hours of 9:00 am and 8:00 pm

- c. Education and Tour Employees

As required between the hours of 9:00 am and 9:00 pm

14.3 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday.

14.4 Starting/Stopping Times

The determination of regular starting and stopping times for daily and weekly work shall be made exclusively by the Employer, and may be changed by the Employer from time to time, subject to the provisions of this Agreement.

14.5 Work Schedules

The Employer shall post the scheduled hours of work on a bulletin board which is easily accessible and visible to employees.

14.6 Change of Shift

The Employer shall provide at least twelve (12) hours notice of a change in shifts, and at least eight (8) consecutive hours free of work between each shift worked except in the case of an emergency.

14.7 Time Cards

All employees must punch in and out on the time card assigned to them. Each employee must punch his or her own time card at the beginning and end of each shift.

14.8 Meal Break

The time of meal breaks is subject to change and is dependent on the nature of the work and operational requirements. As a guideline, an employee who works more than five (5) consecutive hours in one day shall receive an unpaid meal break of either one-half (2) or one(1) hour's duration. Meal breaks will occur at times established by the supervisor.

14.9 Rest Break(s)

The time of rest breaks is subject to change and is dependent on the nature of the work and operational requirements. An employee who works more than six (6) consecutive hours in a day shall receive a either one fifteen (15) minute paid coffee break before the meal break, and a fifteen (15) minute paid coffee break after the meal break, or alternately, one one-half (2) hour rest break before the meal break. An employee who works four (4) hours in a day shall receive one fifteen (15) minute paid rest break. Rest breaks will occur at times established by the supervisor.

14.10 Customer Service

The Employer reserves the right to schedule hours of work, rest periods and meal breaks in order to avoid the interruption of service to the patrons of the zoo.

ARTICLE 15: OVERTIME AND PREMIUMS

15.1 Overtime Pay

An employee shall receive overtime pay of one and one half (1.5) times his or her regular hourly wage for all hours worked in excess of:

- a. eight (8) in a day; and
- b. forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.

15.2 Double Time

An employee shall receive overtime pay of two (2) times his or her regular hourly wage for all hours worked in excess of twelve (12) in a day.

15.3 General Holidays

Where a week contains a General Holiday, the references to hours in a week in Articles 15.1 and 15.2 above shall be reduced by eight (8) hours for each General Holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the General Holiday.

15.4 Authorization Required

No employee is permitted to work unauthorized overtime hours. All overtime must be authorized by the employee's supervisor and the time card initialled accordingly.

15.5 Minimum Pay

The Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of two (2) hours' pay, unless the employee is unfit to perform his or her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

15.6 Hours Free From Work

The Employer shall ensure that each employee has at least thirty two (32) consecutive hours free from work each week. If an employee is required to work during that thirty two (32) hour period, he or she shall be paid time and one-half (1.5) regular hourly wage for all hours worked during that period.

15.7 Overtime Banking

The following overtime banking provisions will become available after the first pay period following October 1, 2002. Overtime shall be paid out except where, upon request of an employee, overtime may be accumulated in equivalent leave with pay. The duration of such leave

will be equal to the overtime worked multiplied by the applicable overtime rate. Subject to operational requirements, an employee will be granted leave with fourteen (14) days notice. In individual circumstances, the Employer may waive the notice requirement.

15.8 No Pyramiding

The Parties agree that there shall be no pyramiding of rates of pay, overtime premiums, shift premiums or other such premiums contained in this Agreement.

ARTICLE 16: GENERAL HOLIDAYS

16.1 General Holidays

The following days are General Holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day

16.2 Eligibility

Eligible employees shall receive the day off with pay on a General Holiday. To be eligible for General Holiday pay, an employee must have:

- a. worked or earned wages for at least fifteen (15) of thirty (30) calendar days immediately preceding the General Holiday; and
- b. worked on the Employer's last day of operation before, and the Employer's first day of operation after, the General Holiday.

16.3 General Holiday Pay

An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday, will be paid an amount equal to an average day's pay determined by the formula

$$\text{amount paid} / \text{days worked}$$

where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

16.4 Work Performed on a General Holiday

If an employee is required to work on a General Holiday, he or she will receive one and one-half (1.5) times his or her regular hourly wage for the work performed on that day.

16.5 Substitution of a Day Off

The Employer may for one or more employees at a workplace substitute another day off for a General Holiday if the employer and the employee or a majority of those employees, as the case may be, agree to the substitution. In such cases, the employee shall be paid the straight time rate for working the day.

16.6 Vacation

If a General Holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such General Holiday.

ARTICLE 17: ANNUAL VACATIONS

17.1 Vacation Entitlement

- a. Employees who have completed one (1) year of continuous service will be entitled to two weeks' paid vacation per annum.
- b. Employees who have completed five (5) years of continuous service shall be entitled to three (3) weeks' paid vacation per annum.
- c. Employees who have completed fifteen (15) years of continuous service shall be entitled to four (4) weeks' paid vacation per annum..

17.2 Vacation Pay

- a. The Employer shall pay annual vacation pay to each employee calculated on the employee's total wages for the year in which the employee earned the vacation, at the rate of two percent (2%) for each week of annual vacation to which the employee is entitled.
- b. The Employer shall pay to each employee the vacation pay to which he or she is entitled in one (1) payment on or before the beginning of his or her annual vacation, or upon termination of employment if the employee has not yet taken his or her vacation for that year.

17.3 Scheduling

- a. Senior employees shall be given preference in the selection of vacation periods. Vacation schedules will be subject to the needs of the Employer.
- b. For further clarification, it is understood and accepted that the busy periods of the year may vary between different classifications of employees. During those busy periods, the ability to take vacations may be restricted.
- c. During busy periods, unless otherwise approved, only one keeper staff member will be

allowed to be on vacation at one time.

- d. The Employer will post vacation schedules for the department during the first two weeks of January in each year. Employees shall select their vacation periods for that calendar year by March 1st, and the employer shall confirm the vacation scheduling by March 31st in each year. Should an employee not select his or her vacation by March 1st, he or she will not be able to use his or her seniority to displace another employee from his or her pre-selected vacation period.

17.4 No Carry Over

Normally vacations must be taken during the 12 months following each employee's anniversary date. Vacation entitlement cannot be banked or carried over from year to year. In exceptional circumstances such as for compassionate reasons, upon receiving a written request, permission may be granted to carry over up to two weeks' vacation.

ARTICLE 18: LEAVES OF ABSENCE

18.1 Union Business

A leave of absence of up to one (1) week without pay may be granted, upon written request by the Union, to one (1) regular employee per year for the purpose of attending to Union business, provided that the Employer's work requirements allow for such leave. The Union will request such leave by giving the Employer at least one month's notice in writing.

18.2 Bereavement Leave

When a death occurs in an employee's immediate family, he or she shall be granted leave for up to one (1) day with pay. "Immediate family" means the employee's spouse, parent, child, brother, sister, or grandparent. Up to two (2) additional days leave without pay may be given at the Employer's discretion. In order to receive paid bereavement leave, an employee must have been scheduled to work on the days of such leave.

18.3 Maternity and Parental Leave

Maternity and Parental leave shall be granted in accordance with the *Employment Standards Act*.

18.4 Jury or Witness Duty

Employees who are required by summons or subpoena to serve as jurors or witnesses shall be granted leave with pay for the required period of attendance. Such employees shall be paid an amount equal to the regular straight-time hourly wages they would have received had they worked as scheduled during such leave to a maximum of two (2) weeks, less any amount of money received for the jury or witness duty. Employees must provide the Employer with an account of all monies received for jury and witness duty, together with proof of service of the summons or subpoena. This leave provision shall not apply to employees required to attend court proceedings in which they are a named party, Labour Relations Board proceedings, or arbitration proceedings,

whether or not a subpoena or summons has been issued.

18.5 Special Leave

An employee with five (5) or more years' seniority may be granted up to one (1) months' leave of absence without pay for personal reasons, upon written application presented to the Employer at least two (2) months in advance. Permission for such leave shall be solely at the Employer's discretion, but shall not be unreasonably withheld. Special leave must not interfere with the operation of the department in which the employee works.

18.6 Benefit Coverage

Should an employee be granted an unpaid leave of absence without pay of greater than one month, except as provided by the *Employment Standards Act*, the Employer shall not be required to continue paying premiums for that employee's health and welfare benefits. The employee shall be given the option of paying the Employer's share of such premiums, in advance, for the duration of his or her leave of absence.

ARTICLE 19: CLASSIFICATIONS AND RATES OF PAY

19.1 Appendix "A"

Each employee shall be paid not less than the hourly rate established by Appendix "A" for their job classification.

19.2 Work in Higher Rated Classification

Where the Employer requires an employee to work temporarily in a higher classification for more than five (5) consecutive days, the employee shall be paid the rate of the classification for the period so employed.

19.3 Work in a Lower Classification

Where the Employer requires an employee to work temporarily in a lower rated classification, the employee shall be paid the rate for his or her regular classification.

19.4 New Classifications

If the Employer creates a new or different classification, it shall establish a wage rate for that classification. The Employer and the Union will then negotiate regarding the applicable wage rate for the classification.

19.5 Pay Days

There shall be a regular pay day every two weeks on Friday. Payroll cutoff will be up to one week prior to the payday. On the pay stub, each active employee shall be provided with a statement of earnings and deductions for the pay period covered. Paydays may be changed with thirty (30) days' notice.

ARTICLE 20: SAFETY

20.1 Safety and Health

The Employer shall make all reasonable provision for the occupational health and safety of employees. Employees are expected to take all reasonable precautions in performing their work and abide by all safety rules and procedures.

20.2 Safety Committee

The Employer and the Union agree to appoint two (2) Safety Representatives to represent the bargaining unit and two (2) Safety Representatives to represent the Employer in the Safety and Health Committee for a period of two (2) years. Where possible, all members will have at least one year of experience working in this or a similar workplace. The functions of this committee are to work toward the objective of creating safe working conditions for all employees by meeting WCB requirements. Meetings of the Safety and Health Committee shall be held monthly during regular working hours.

20.3 Clothing and Equipment

- a. Where necessary, the Company will provide suitable gloves, rubber boots, rain wear and coveralls for all Employees. If safety footwear other than rubber boots is required by WCB regulations, the Employer will provide to each affected employee with greater than one (1) year of service, a refund up to \$50.00 per year provided the purchase is supported by a bona fide receipt. All clothing and equipment that is provided remains the property of the Employer.
- b. First aid kits will be placed maintained in those areas required by the WCB regulations.

20.4 First Aid

Qualified employees assigned to first aid duties will be paid a premium of forty cents (\$0.40) per hour worked above the classified rate. Course costs associated with obtaining first aid certification will be paid by the Employer subject to obtaining prior approval to take the course and successful completion.

20.5 Injury at Work

An employee injured while working on or off site shall suffer no loss of earnings for the hours he/she would have normally worked but were lost on the day on which the accident occurred. Employees must notify the Employer of their injury before leaving the workplace.

ARTICLE 21: RETIREMENT

It is understood that the retirement date for all employees shall be the first day of the month immediately following the employee's 65th birthday unless otherwise approved by the Employer.

ARTICLE 22: NO STRIKES / LOCKOUTS

22.1 Prohibition

There shall be no strikes or lockouts so long as this Agreement continues to operate.

22.2 Definition

In Article 22.1, "strikes" includes any strike, picketing, sit-down, stand-in, study session, slow down, or other curtailment or restriction of production, or interference with work in or about the Employer's operation or premises.

22.3 Discipline / Discharge

The Union agrees that any employee or employees who participate in, take part in, instigate or assist in any strike during the operation of this Agreement shall be subject to discipline or discharge.

ARTICLE 23: GENERAL CONDITIONS

23.1 No Conflicting Agreements

No employee shall be asked to make any written or verbal contract which conflicts with this Agreement.

23.2 Uniforms and Special Clothing

The Employer shall supply uniforms and special clothing for those employees who are required to wear them.

23.3 Tool Allowance

For maintenance employees who are required by the Company to supply their own tools, a tool allowance of \$60 per year will be paid on the last pay cheque of each year.

23.4 Mileage Allowance

Wherever possible, employees are expected to use Company vehicles for conducting Company business off site. Employees who are required and pre-authorized by the Employer to use their own vehicle in the performance of the Employer's business will be paid thirty (\$0.30) cents per kilometer. To receive payment, mileage claims are to be submitted on the form provided.

23.5 Medical Examination

For absences due to illness or injury of greater than three (3) days, employees may be required, at their own expense, to provide a medical certificate verifying that the employee is unable to carry

out his or her normal duties. The Employer may at any time require an employee to take a medical examination, so long as the Employer pays the fees for that examination.

23.6 Train Operation Licensing

Where a regular employee is required by the Employer to hold a train operators' licence, the Employer will pay the full amount for the medical examination, and eye and hearing examinations.

23.7 Medical Services Plan

The Employer agrees to pay 100% of the Medical Service Plan premium for all full-time regular employees. All full-time regular employees hired after the date of ratification of this collective agreement will become eligible for the Plan following one (1) full calendar year of employment.

23.8 Sick Days

Full-time regular employees will be paid for four (4) sick days per year provided such illnesses are supported by medical certification signed by a primary health care provider.

23.9 Savings Clause

If any provision of this Agreement is rendered invalid by statute or by decision of a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

23.10 Headings

Headings are included in this Agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this Agreement.

23.11 Responsibility for Animal Welfare

The Union and the employees recognize the ongoing need to provide the animals requisite food, water and other necessary and proper care at all times, including during negotiations and work stoppages. In the event that Management determines that they are unable to provide such essential services at such time, appropriate bargaining unit personnel will be made available to perform such services. Neither will the Union or employees interrupt delivery of essential items for the welfare of the animals, provided such items are delivered by Management or by customary regular delivery and supplier companies. The Union recognizes the obligations for animal welfare including those mandated by law.

ARTICLE 24 DURATION

24.1 Term

The term of this Agreement shall be from August 30, 2002 to midnight September 15, 2006

24.2 Notice to Bargain

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

24.3 Exclusion

The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code* of British Columbia.

Greater Vancouver Regional Zoo

Teamsters Local 213

Joon Bahk, General Manager

Kirk Dyck, Business Representative

Don Adams, Consultant

October 27, 2002

APPENDIX "A" WAGES

Category	Title	Year 1 Date of Ratification	Year 2 1 year from date of Ratification	Year 3 2 years from date of Ratification	Year 4 3 years from date of Ratification
Seasonal	All Classifications	8.25	8.39	8.56	8.73
Probationary		Will receive ESA, or if the job rate is higher, at least 80% of the job rate			
Level I	Cashier Bus Tour Guide Educator Assist. Animal Keeper Labourer	9.00	9.16	9.34	9.53
Level II	Head Cashier Train Tour Guide Animal Keeper Animal Technician Maintenance Worker Clerk	10.75	10.94	11.16	11.38
Level III	Senior Animal Keeper Senior Animal Technician Senior Education Coordinator	12.75	12.97	13.23	13.50
Level IV	Mechanic Senior Tour Staff/Mechanic Carpenter	13.75	13.99	14.27	14.56

Notes:

1. Current employees will not have their wages reduced. In years 2, 3 and 4, such employees will receive the same percentage increase as for others in that Category so long as the employee remains in their current job.
2. S. McElroy is temporarily performing Head Cashier duties and will receive the rate for as long as she is assigned to the position.
3. L. Owens will be paid the Level IV rate of pay as long as she is working in her current position.
4. Senior Tour Staff/Mechanic pertains to Mr. D. Mattka only.