

COLLECTIVE AGREEMENT

Between

KCC-244 Holdings Ltd.

(hereinafter referred to as the "Employer")

And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

January 1, 2017 to December 31, 2021

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ARTICLE 1 – PARTIES

1.01 This Agreement is made and entered into by and between:

KCC-244 Holdings Ltd.
(hereinafter termed the "Employer")

Party of the First Part

And

MoveUP (Canadian Office and Professional Employees Union, Local 378)
(hereinafter termed the "Union")

Party of the Second Part

As evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

ARTICLE 2 – PREAMBLE

2.01 Purpose of Agreement

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its Employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement.
- (d) Establish and maintain collective bargaining relations between the Employer and the Union.

ARTICLE 3 – INTERPRETATION

3.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable Provincial and Federal laws.

3.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

3.03 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 to interpretation.

3.04 Gender/Singular and Plural

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and wherever the singular is used, it shall be deemed to include the plural, and vice versa.

3.05 Incorporated Documents

All letters of agreement, understanding or intent signed by and between the Employer and the Union and attached to this Agreement shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.

3.06 Emergency

To be defined throughout this Agreement to be such occurrences as unexpected adverse road or traffic conditions or inclement weather, mechanical or electrical failure or other circumstances beyond the control of the company.

ARTICLE 4 – UNION RECOGNITION, BARGAINING UNIT DESCRIPTION AND APPLICATION OF AGREEMENT

4.01 Union Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of KCC-244 Holdings Ltd. as described by the Certification issued to the Union on the 3rd of June, A.D. 2002, including any changes to said Certification made from time to time by the Labour Relations Board of British Columbia, or any of its successors, but excluding those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors.

4.02 Application of Agreement

Persons 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.

4.03 New Classifications

(a) Classifications of employment will be set out in Appendix "A" which is attached hereto and made part of this Agreement. New positions, covering work performed by employees covered by the Union's Certificate of Bargaining Authority, which may be established during the life of this Agreement or reclassification of existing positions shall be subject to negotiation and agreement between the Employer and the Union. In the event the parties fail to agree to such matters, they may be referred to the grievance and arbitration procedures of this Agreement.

(b) 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 the collective agreement.

ARTICLE 5 – SECURITY OF BARGAINING UNIT WORK

5.01 Exclusivity of Bargaining Unit Work

Duties normally performed by Employees within the bargaining unit will not be performed by non-bargaining unit Employees except in the case of emergencies. The application of this clause does not limit bargaining unit Employees or non-bargaining unit Employees in the performance of functions or use of equipment which are common to their normal duties.

5.02 Contracting Out

- (a) The Employer will not contract out work normally done exclusively by the bargaining unit:
 - i) which results in the layoff of Employees, or
 - ii) to do the job of Employees on layoff.

ARTICLE 6 – UNION MEMBERSHIP AND DUES

6.01 Union Membership

- (a) All Employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New Employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Employer.
- (b) The Employer shall advise the Union of all such newly hired Employees within fifteen (15) calendar days of the date of their employment.

6.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and 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 and assessments, payable to the Union in accordance with the Union constitution and/or bylaws.

6.03 Mandatory Union Dues and Other Deductions

- (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, but not limited to, initiation fees owing or payable to the Union by a member of the Union, as established by the Union.
- (b) Before the Employer is obliged to deduct any amount pursuant to this Article, 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 fifteen (15) calendar days notice in advance of the implementation date.

6.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union not later than the fifteenth (15) day of the month following the date of deduction and shall be accompanied by information specifying the names, social insurance number, gross salary and number of hours worked of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

The employer will deduct and forward the applicable initiation fee from the first pay period.

6.05 Record of Union Deductions (T4 Slips)

The Employer shall supply each Employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the Employee in the previous calendar year. Such record shall be provided to each Employee prior to March 1 of the succeeding calendar year.

6.06 Payment of Union Dues to Preserve Seniority Accrual when Absent from Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the Employee does not continue to make such payments, and a waiver is not granted by the Union, then such Employee shall lose all accumulated seniority and employment shall be terminated.

6.07

The Employer shall place a copy of the Collective Agreement in the lunch room near the bulletin board within 90 calendar days of receiving a revised agreement, ratified and signed by both parties. New employees shall be advised that a copy of the Collective Agreement is available to them in the lunch room at the time of their hire.

Article 7 – UNION REPRESENTATION, VISITATION, AND JOB STEWARDS

7.01 Union Representatives

(a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

(b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.

7.02 Time off Work for Union Business

(a) Employees who are representatives of the Union, as designated by the Union, may be granted reasonable time off during their working hours to perform their

duties and this time shall be deemed to be time worked providing the employee does not leave the premises.

- (b) Time off work with pay for one day shall be granted to one Employee who is appointed by the Union to the bargaining committee and participate in collective bargaining.

7.03 Leave Of Absence for Union Business

- (a) Subject to operational requirements, the Employer will grant, upon written request from the Union, at least two (2) weeks in advance, leaves without pay to not more than one (1) employees at any one time to attend Union conventions, conferences and schools. Such request shall not be unreasonably denied. Additional leaves may be granted, subject to availability of sufficient staff.
- (b) An employee may request leave of absence for up to three (3) years without pay to act as an official or representative of the Union with the time involved considered as service with the Employer and such leave will be for a minimum of six (6) months duration. Such request shall not be unreasonably denied and may upon request be extended from year to year, also not being unreasonably denied.
- (c) Upon mutual agreement an Employee on leave under article 7.03b may continue on company benefit program. The cost of the program will be paid by the Employee or the Union.
- (d) On conclusion of a leave of absence under this Clause 7.03, the Employee may be returned to their former job providing they have the ability, unless the Employer and the Union mutually agree to alternative arrangements. If an employee is unable to return to their former job or workplace the employee will be offered alternative comparable available work.
- (e) For scheduling purposes when the specific period of time has been granted, the employee is expected to be absent for that period and would only be able to return at the discretion of the Employer.
- (f) An employee on leave under article 7.02(b) shall be granted leave without pay for all additional days of bargaining. For this purpose only, the employer agrees to pay the employee their current salary and the employer shall be entitled to recover from the Union, all wages pursuant to this clause, by submitting in writing a statement in detail of such costs to the Union.

7.04 Union Access to Employees

The Employer agrees that access to its premises shall be allowed to any authorized representative of the Union during working hours for the purpose of adjusting disputes or other Union business, upon reasonable advance notice to the Manager representative in charge, provided that such visitation shall not interfere with conduct of the Employer's business. Permission for such access shall not be unreasonably denied.

7.05 No Other Agreement

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

7.06 Union Information for New Employees and Union Insignia

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The new Employee shall be advised of the names and locations of his/her Job Stewards. The Employer agrees that a Job Steward shall be given, upon request, an opportunity without loss of pay, for fifteen (15) minutes within the first thirty (30) days of employment to acquaint the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.

A Union member shall have the right to wear a lapel pin or clothing with the recognized insignia of the Union.

One (1) Union shop card, furnished by the Union, will be displayed to public view at the entrances to the premises. Such card will not exceed 6 inches x 8 inches in dimensions, and shall be surrendered upon demand by the Union.

7.07 Union Communications and Voting and Bulletin Boards

- (a) The Employer shall provide a bulletin board in the Employees lunch or rest areas, for the purpose of posting Union communications. All such notices shall be submitted to the Employer at the time of posting or distribution.
- (b) The Employer agrees that, upon reasonable notice, the Union shall have the right to place ballot boxes in the workplaces of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling or collective agreement votes.
- (c) At its discretion the Employer may provide the Union with the use of available rooms to meet at its premises, free of charge, when required for the purpose of Union business involving employees of the employer.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 Management Rights

Except as specifically limited by this Agreement, all rights to manage the operation and direct the workforce shall remain with the Employer.

8.02 Rules and Regulations

The Employer shall have the right in accordance with Clause 8.01 above to make and to implement rules, regulations and policies in respect of Employees in the bargaining unit, providing that any such rules, regulations and/or policies must satisfy the following conditions:

- (a) they must be consistent with the Collective Agreement;
- (b) they must be reasonable;
- (c) they must be clear and unequivocal

- (d) they must be brought to the attention of the Employee(s) affected before the Employer can initiate any action based on their application;
- (e) the Employee(s) concerned must have been notified that a breach of such rule, regulation or policy would result in discipline, discharge or termination if the rule or regulation is to be used by the Employer as a foundation for any such action;
- (f) such rule, regulation or policy must have been enforced, with reasonable consistency, by the Employer from the time it was introduced.

ARTICLE 9 – PERSONAL RIGHTS

9.01 Discrimination

- (a) The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependants, pregnancy or childbirth, being handicapped, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade Union.

Without limiting the generality of the foregoing, it is specifically understood and agreed that there shall be no restraint, interference, coercion, intimidation or discrimination by the Employer with respect to any Employee for reasons related to union membership or lawful union activity.

- (b) The parties hereto subscribe to the principles of the Human Rights Act of British Columbia and recognize Gender Expression as interpreted by the BC Human Rights Tribunal.

9.02 No Harassment

(a) Prohibition Against Personal Harassment

The Employer recognizes the right of all Employees to work in an environment, which is free of personal harassment. Accordingly, the personal harassment of any Employee is prohibited.

(b) Definition Of Personal Harassment

(i) Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal.

(ii) Sexual harassment, as defined in Clause 9.02(c) below, is also considered to be a form of personal harassment and will not be tolerated.

(c) Definition of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences.

Conduct of a sexual nature includes, but is not limited to,

- (i) sexual or physical assault,
- (ii) propositions in exchange for workplace favours,
- (iii) unwelcome sexual touching,
- (iv) direct insult on the basis of gender,
- (v) relentless unwanted pursuit,
- (vi) other like behaviour.

Whether or not conduct is seen as “unwelcome” will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

(d) Employer and Union Obligations

The Employer and Union must at all times act appropriately to preserve and promote a work environment, which is free from personal harassment. Accordingly, the Employer will undertake and the Union will support (subject to the grievance procedure) discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Employer may also undertake and the Union will support (subject to the grievance procedure) discipline or other appropriate action against any person who under this Article makes a claim of personal harassment, which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary or other action by the Employer with respect to any Employee in the bargaining unit must be for "just cause".

(e) Resolution of Personal Harassment & Respectful Workplace Complaints/Grievances

Allegations of personal harassment raised by any Employee(s) in the bargaining unit shall be subject to resolution by grievance and arbitration, if necessary, in accordance with Clause 9.02(f) below and all other applicable provisions of this Agreement.

(f) Harassment Complaint Resolution By Grievance/Arbitration

(i) Time Limits for Raising Grievance

A grievance concerning personal harassment must be initiated within one hundred eighty (180) calendar days of the complainant's awareness of the

circumstances giving rise to the grievance. These time limits may be extended at any time by mutual agreement between the Union and the Employer.

(ii) Processing the Grievance At Stage II

A grievance concerning personal harassment shall be heard at Stage II by the *owner, KCC-244 Holdings Ltd.* of the Company, or his or her delegate, who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

(iii) Authority Of Arbitrator

An arbitrator hearing a grievance under this Article shall have the authority to:

- uphold or dismiss the grievance; and/or
- return the issue to the Employer to determine the appropriate disciplinary penalty; and
- retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- make such further orders as may be necessary to provide a final and binding resolution of the grievance.

9.03 Employer's Legal Responsibility

- (a)** It is the responsibility of the Employer to advise, as soon as reasonably possible, the employee when the likelihood of legal action against the employee is threatened.
- (b)** The employer will indemnify employees in respect of claims by third parties against employees for the actions arising from the lawful performance of their duties on behalf of the employer except in the case of gross negligence or willful misconduct.

ARTICLE 10 – EMPLOYEE CATEGORIES

10.01 Employee Categories

All Employees hired or used by the Employer within the bargaining unit shall be categorized as Full Time Regular, as defined in this Agreement. All such Employees shall be subject to the probation period referred to in Article 11 of this Agreement.

10.02 Definition of Full Time Regular Employee

"Full Time Regular Employee" means an Employee hired or used in accordance with this Agreement to perform work of a continuing nature in a specific job on a full time basis. The hours of work of such Employee shall be governed by Article 19 and all other applicable provisions of this Agreement.

ARTICLE 11 – PROBATION PERIOD

11.01 Probation Period Define

- (a) A new Employee hired into a job shall be considered on probation for sixty (60) days worked from the date of last entry into the Employer's service.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.

11.02 Employer Obligations during Probation Period

- (a) The Employer shall inform a probationary Employee of the standards which he or she is expected to meet during the probation period.
- (b) The Employer shall inform a probationary Employee of any deficiencies in the Employee's performance.
- (c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful completion of probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

ARTICLE 12 – SENIORITY

12.01 Definition of Seniority

Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 12.

12.02 Calculation of Seniority – General

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union. This process of random selection is, in each case, to be completed by not later than five calendar days after the date of hire, unless this time period is extended by mutual agreement between the Employer and the Union.

12.03 Calculation of Seniority – Probationary Employees

Probationary Employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 11, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article retroactively from their last date of hire.

12.04 Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any and all absences allowed under this collective agreement unless the Employees fails to maintain membership in a good standing in the Union.

12.05 Loss of Seniority

An Employee shall lose his or her seniority only in the event that:

- (a) the Employee is discharged or terminated for just cause and subsequently not reinstated;

- (b) the Employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons his or her position and does not revoke such voluntary termination within twenty-four (24) hours.
- (c) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or the Employee's recall rights expire.
- (d) the Employee accepts any position with the Employer outside of the Bargaining Unit and remains in that position for more than three (3) consecutive months from the date of commencement of such work. Upon expiry of this time limit, and continuation in the position outside of the Bargaining Unit, the Employee shall lose all seniority accumulated under this Agreement. An extension may be granted to the three (3) month period if mutually agreed to between the Employer and the Union.
- (e) the Employee fails to maintain membership in good standing in the Union.

12.06 Seniority List

The Employer shall compile and maintain and post on the employees bulletin board an up to date seniority list including, but not limited to, the name, employment status, job title, job group, pay level, and seniority date of each Employee in the bargaining unit. Upon request the employer shall provide the Union an up to date seniority list including but not limited to the name, address, telephone number, employment status, job title, job group, pay level, and seniority date.

ARTICLE 13 – PERSONNEL FILES AND PERFORMANCE ASSESSMENTS

13.01 Personnel Files

- (a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- (b) No disciplinary comment or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information in a timely manner.
- (c) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods of maintaining such records and files related to Employees as may be implemented by the Employer from time to time.

13.02 Employee Access to Personnel File

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file.

13.03 Union Access to Employee Personnel File

A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon

reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document, record or report contained in the Employee's personnel file.

13.04 Purging Personnel Files

Documentation, which is disciplinary in nature, will be removed from an employee's file following eighteen months without further discipline.

ARTICLE 14 – DISCHARGE, SUSPENSION, DISCIPLINE AND TERMINATION

14.01 Just Cause

The Employer shall only discipline or discharge an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

14.02 Procedural Requirements

(a) 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 office in advance, and a Job Steward or Union Representative must at all times be present.

(b) Notice of Disciplinary Action

The Employer shall provide the Employee with a statement, in writing clearly establishing the reasons for discipline or discharge ~~of~~ at the time of taking any such action. A copy of the statement shall also be provided by the Employer to the Union.

14.03 Work Now, Grieve Later Rule

Employees shall perform all work as directed or assigned by the Employer, unless the directive or assignment is illegal, or dangerous to the Employee's health and safety by any objective standard. Refusal or failure to comply with such an illegal or dangerous order, directive or assignment shall not result in any discipline, discharge or termination.

14.04

The discipline or discharge of any employee must be done by the Employer within twenty (20) calendar days of the date the Employer knew or ought to have known about the circumstances involved.

14.05 No Verbal Warning or Reprimand as Discipline

Letters of expectation or verbal reprimand shall not be deemed to be a disciplinary measure. Discipline shall be in the form of a written warning.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Definition of Grievance

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- (a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether or not any matter is arbitrable; or
- (b) The discipline, discharge or termination of any Employee; or
- (c) It is of the utmost important to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off, with pay, to attend grievance meetings with the Employer.

15.02 Right to Grieve

- (a) Any Employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the Employee.
- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any Employee, or on behalf of any group of Employees including policy grievances.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.
- (d) It is mutually agreed that any Employee or Party exercising his, her or its rights under this Agreement does so without prejudice to his, her or its relations with any Employee or Party or representative of either Party.

15.03 Complaints

An Employee and/or any Job Steward or Union representative may discuss any complaint with their immediate Manager or the owner, KCC-244 Holdings Ltd. prior to initiating a grievance through the Union. This will be considered the Informal Stage/Discussion. Such discussion will take place not later than five (5) working days after the event causing the complaint or within five (5) working days from the time the Employee became aware of the event causing the complaint. If, after registering the complaint and such complaint is not settled within five (5) regular working days or within any longer period which may have been agreed to by the Parties, then the following stages of the Grievance Procedure may be invoked.

15.04 Grievance Process

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate stage by:

- (i) setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - (iii) stating the redress or other action required to resolve the matter;
 - (iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements, as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

15.05 Stages of Appeal

(a) Stages

A grievance shall be appealed in writing by the Union or the Employer through the following stages:

(i) Stage I

The Manager of the Employee(s) concerned and a Job Steward, or their respective alternate(s);

(ii) Stage II

The Manager of the Employer and a full-time paid representative of the Union and a Job Steward or their respective alternate(s) and the grievor(s);

(b) Discipline, Discharge or Termination Grievances

A grievance concerning the discipline, discharge or termination of any Employee shall be initiated at Stage II of the grievance procedure.

(c) Bypassing Stage(s)

By mutual agreement between the Employer and the Union, any stage of the grievance procedure may be bypassed with respect to any grievance.

15.06 Disclosure of Information

The Parties specifically agree to provide each other, in a timely manner, with disclosure of all relevant evidence applicable to any existing grievance.

15.07 Policy or Group Grievance

Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation which affects more than one (1) Employee, either Party may initiate a policy or a group grievance, as the case may be, within thirty (30) calendar days of the occurrence giving rise to the grievance being known. A Policy or Group Grievance shall be initiated at Stage II.

15.08 Time Limits

(a) Initiating a Grievance

Except as set out in Article 15.07 all grievances must be initiated within ten (10) working days of the occurrence, or the grievor's knowledge of the occurrence, giving rise to the grievance.

(b) Convening a Grievance Hearing

A grievance hearing under this Article must, in each case, be convened within ten (10) working days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.

(c) Grievance Hearing Response

The grieving Party shall be provided with a written response by the other Party within ten (10) working days following the date of the conclusion of the grievance hearing.

(d) Appealing a Grievance Denial

A grievance which is denied at Stage I of the grievance procedure set forth in this Article must be appealed to the next stage of the grievance procedure within ten (10) working days following the date of receipt of the written denial of the grievance.

(e) Referral to Arbitration

A grievance which is denied at Stage II of the grievance procedure must be referred to Arbitration within ten (10) working days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union.

15.09 Deviation from Grievance Procedure

(a) The Employer will not enter into discussion, or negotiation of any kind with respect to a grievance with the grievor(s). Once a grievance has been initiated by the Union without the prior, express written consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a "without prejudice" basis.

(c) The grieving Party may at its discretion, by written notice, withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

15.10 Effect of Settlements

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

ARTICLE 16 - ARBITRATION

16.01 Reference to Arbitration

After exhausting the grievance procedure and subject to the applicable time limits as set forth in this Agreement, the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

16.02 Selection of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single Arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an Arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister Of Labour for the province of British Columbia appoint the Arbitrator. The arbitrators to be considered first by the parties are, in order: Mark Brown, Wayne Moore, Rick Coleman, John Kinzie and Michael Fleming.

16.03 Jurisdiction of Arbitrator

- (a)** Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.
- (b)** Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to conform to any technicality.
- (c)** Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.

16.04 Decision of Arbitrator

- (a)** The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall be final and binding on the Employer, the Union and each Employee in the bargaining unit affected by the decision.
- (b)** Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify the decision or decide any issue in dispute and the Arbitrator shall have jurisdiction to resolve these matters.
- (c) Discipline Grievances**
Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an Employee has been disciplined, discharged or terminated for other than just cause or that, if just cause exists the penalty is inappropriate, the Arbitrator, the Labour Relations Board, or other body shall have the power:

- (i) Direct the employer to reinstate the employee with full pay, including retroactivity and interest, and to make the employee “whole” with respect to all seniority, benefits and other rights and entitlements which would have accrued to the employee under the Collective Agreement had they remained working.
- (ii) Make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of the Agreement.
- (iii) In determining the “make whole” order the arbitrator may take into consideration the efforts of the employee to mitigate his losses through seeking to obtain alternate employment or sources of income.

16.05 Arbitration Expenses

The fees and expenses of the Arbitrator shall be borne equally by the Parties, subject to the provisions of Section 90 of the Labour Relations Code of British Columbia.

16.06 New Expedited Arbitration Procedure

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

The parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure.

- 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- 2) The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- 3) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- 4) The offices of MoveUP or KCC-244 Holdings Ltd. will be used for the process on an alternating basis.
- 5) No legal counsel will be used by either party. The Union will designate and use a union representative. The Employer will use employees of their Labour Relations Department.
- 6) The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- 7) The parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.

- 8) Within one week (7 calendar days) of the hearing, the parties will provide an agreed statement of facts to the arbitrator.
- 9) Wherever possible the arbitrator will attempt to mediate a settlement between the parties. The arbitrator shall have no authority to amend or alter the terms of the collective agreement.
- 10) In such case that the arbitrator must write a decision, such decision shall be one to five pages long and to the point.
- 11) Any decisions arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation and application of the decision.
- 12) Procedure Guidelines
 - a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - b) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
 - c) The Argument: The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the arbitrator.
 - d) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with the parties to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- 13) The Mediator/Arbitrator will be selected jointly between the Parties (Union and the Employer) starting with the arbitrators listed in Article 16.02. If they are unable to reach agreement within one week (7 days) of agreement to go to Expedited Arbitration, the Labour Relations Board shall be asked to appoint a Mediator/Arbitrator under Section 105 of the Labour Relations Code.

ARTICLE 17 – HIRING AND PROMOTION

17.01 Definition of Job Vacancy

The Employer shall post job vacancies of more than thirty (30) calendar days, provided employees are available with the necessary qualifications and ability to fill the vacant position. Copies of the job posting shall be sent to the Union.

17.02 Posting Job Vacancies

(a) Except as expressly provided otherwise by this Agreement, all job vacancies shall be posted, in paper form, by the Employer on a bargaining unit wide basis for five (5) consecutive working days to give all eligible Employees an opportunity to apply for the job(s).

(b) Job Posting To Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, salary range, hours of work, duties, qualifications, replacement or addition to staff or new position, any special conditions pertaining to the vacancy, the posting and closing dates of the job posting and the date by which the vacancy is to be filled. For Full Time Temporary vacancies, if the projected or actual end date for the job is known by the Employer, this information shall be included in the job posting.

17.03 Eligibility for Posted Job Vacancies

(a) All Employees Are Eligible After Probation Period

All Employees who have completed their probation period per Article 11 shall be eligible to apply and be considered for any posted job vacancy, except as expressly provided by this agreement.

(b) Eligibility of Laid Off Employees

All Employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall.

(c) Eligibility of Late Applicants

A late applicant may be considered for any posted job vacancy, provided such Employee's application is received by the Employer before any other person has been informed of being the successful candidate for the vacant position.

17.04 Filling Posted Job Vacancies

(a) Applicants to Be Acknowledged

The Employer shall acknowledge and the Union shall be advised of the name of the person selected to fill the vacancy.

17.05 Job Selection Criteria

(a) Ability Test

All job selections under this Article shall be on the basis of qualifications and ability to perform the vacant job, and shall include consideration of an Employee's performance in his or her current job. Where an Employee who has less seniority is selected, such Employees ability shall be significantly and demonstrably higher than the candidates who have greater seniority.

(b) Selection Criteria to Be Reasonably, Fairly And Consistently Established And Applied

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

(c) Priority for Job Selection

All job selections under this Article shall be given to applicants in the bargaining unit who have the ability and qualifications to perform the vacant job and shall include consideration of an employee's performance on his/her current job.

Should more than one (1) employee within the bargaining unit meet the above requirements, then preference shall be given to the senior employee.

If the vacancy is not filled in accordance with this clause the Employer shall have the right to hire from external sources, providing that the same ability and qualifications requirements are maintained.

17.06 Definition of Temporary Vacancy

A temporary vacancy shall be deemed to exist when:

- (a)** an incumbent Full Time Regular Employee is absent from his or her position for any reason for a temporary period of twelve (12) consecutive months or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union in accordance with the applicable provisions of this Agreement; or when
- (b)** bargaining unit work of a transient nature, other than that described in Clause 17.06(a) above, is required by the Employer to be performed for a temporary period of six (6) consecutive months or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union.

ARTICLE 18 - WAGE ADMINISTRATION

18.01 Salary Scales

- (a)** Employees shall be classified and paid in accordance with wage structure for classifications set forth in Appendix "A" attached. All regular employees will be paid on a bi-weekly basis on the basis of hours worked.
- (b)** This Agreement shall not be so construed as to reduce the rates of pay of any employee within the Bargaining Unit, nor shall it be so construed that any regular employee may not be given an increase in pay before the period specified up to the maximum of the salary scales set out in Schedule "A" attached, except that all accelerated salary progression will be discussed and agreed in advance with the Union.

18.02

- (a)** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate.
- (b)** Any employee working any portion of a higher job classification exceeding fifteen (15) minutes, the employee will be paid at the higher rate for the full day.

18.03 Downgrading Due to Job Reclassification

When a job is downgraded in terms of salary due to a job reclassification, each affected employee shall receive Red Circle Salary Treatment.

Red Circle – Such Employees will retain the higher rate of pay until such time as the rate of pay for the new job exceeds that higher rate.

ARTICLE 19 – HOURS OF WORK AND SHIFT PREMIUMS

19.01 Day Shift

The standard work day will consist of eight (8) hours, worked between the hours of seven (7:00) A.M. and three thirty (3:30) P.M. with a designated thirty (30) minute lunch period.

19.02 Afternoon Shift

Where a second shift is employed, the hours of work will be eight (8) hours for which eight (8) hours will be paid plus a premium of sixty cents (\$.60) per hour. Shift hours shall be from 3:30 P.M. to 12:00 A.M. and there will be a thirty (30) minute lunch period.

19.03 Night Shift

Where a third shift is employed, the hours of work will be eight (8) hours for which eight (8) hours will be paid, plus a premium of sixty cents (\$.60) per hour. Shift hours shall be from 12:00 A.M. to 8:00 A.M. There will be a thirty (30) minute lunch period.

19.04 Change of Start And Stop Times

- (a)** By mutual agreement between the Company and the Union the regular starting and stopping times of standard work shifts may be changed.

19.05 Regular Week

The regular work week will consist of five consecutive days, Monday to Friday inclusive, with relation to all shifts.

19.06 Minimum Daily Hours of Work

Any employee who reports for his regularly scheduled shift will receive a minimum of four (4) hours pay at their classified rate of pay. This provision shall not apply:

- (a)** in the event of an emergency or power failure;
- (b)** if the employee was advised in advance not to report to work;
- (c)** if the employee leaves work of his own accord.

19.07 Rest Periods

Each Employee shall receive two (2) paid rest periods, free from work, in each work day, with each such period being fifteen (15) consecutive minutes in duration. The first such rest break shall occur prior to the lunch period and the second such rest period shall occur after the lunch period. No rest period shall be consecutive with any lunch period, except by mutual agreement between the Employer and the Employee. These rest periods shall be in addition to any other work breaks prescribed by this Agreement.

19.08 Lunch Period

Each Employee shall receive a lunch period free from work in each work day as follows:

- (a) Standard - The standard lunch period shall be one-half (1/2) hour at or near the midpoint of the workday.

19.09 No Split Shifts

Under no circumstance shall there be any splitting of any Employee's hours of work in any workday.

19.10 Shift Selections

Employees will select shifts in seniority order within each classification in March of each year. Shift selections will be effective in the first full work week in April. No overtime will be incurred as a result of such shift selections.

Employees who fail to select a shift will remain on their current shift if their seniority permits. Employees who are not able to remain on their shifts will select an alternate shift as soon as possible.

When positions are posted, Employees in those classifications may select those shifts, in seniority order, prior to filling the vacancies.

Exceptional circumstances that arise as a result of shift selections will be resolved by mutual agreement.

The Employer may change the shifts of individuals to meet operational requirements. Except in emergencies, the Employer will provide 48 hours notice of such shift change. If less than 48 hours notice is provided, overtime will be paid for such changed shifts worked during the 48 hours. Employees will be returned to their normal shift as soon as possible provided they receive at least nine (9) hours off work between shifts. Notice will not be required if a change is to return an Employee to his normal shift.

Employees will be permitted to trade shifts with the Supervisor's approval. No overtime will be paid for such trades.

ARTICLE 20 - OVERTIME HOURS/PREMIUM PAY

20.01 Overtime Defined

All time worked in excess or outside of an Employee's scheduled hours of work, as defined in Article 19, shall be considered overtime and paid for in accordance with this Article.

20.02 Overtime Rate

Time and one half (1 1/2) will be paid for:

1. All continuous work performed in excess of eight (8) hours but less than eleven (11) hours in any one day, Monday through Friday inclusive.
2. The first eight (8) hours worked in excess of forty (40) straight time hours in the regular work week.
3. All hours worked on the employee's first regular scheduled day off and on any day on which a Statutory Holiday is observed, in addition to the holiday pay.

Doubletime will be paid for:

1. All continuous work performed in excess of eleven (11) hours in any one day, Monday through Friday inclusive.
2. All hours worked in excess of forty (40) hours worked in a week. For the purpose of calculating weekly overtime under this section, only the first eight hours worked Monday to Friday by an employee in each day are counted, no matter how long the employee works on any day of the week.
3. All hours worked on an employee's second regularly scheduled day off.

20.03 Overtime on a Regularly Scheduled Day Off

Time worked on a regularly scheduled day off shall be paid at double the Employee's regular rate of pay with a minimum of two (2) hours pay at the double time rate.

20.04 Time Worked During Lunch, Meal or Rest Periods

When an Employee works through their lunch, meal or rest periods and does not receive an alternate time off for such break they shall receive time and one half (1 1/2) their regular rate of pay for the duration of such break(s).

20.05 Call Outs

When an Employee, who has left work, is subsequently called back to work during off-scheduled hours, such return to work shall be defined as a call out and the Employee shall be paid at the appropriate overtime rate of pay for a minimum of four (4) hours beginning at the time the Employee commences work. The exception to this shall be when the call out extends to commencement of the Employee's next scheduled shift in which case overtime shall be paid in accordance with Article 20.02.

20.06 Overtime Distribution

Overtime shall be voluntary except in cases where there are no volunteers among those who normally perform the work in which case the overtime may be assigned starting with the most junior employee who normally performs the work required.

ARTICLE 21 - LAYOFF, RECALL AND SEVERANCE

21.01 Reduction of Staff

If a reduction of staff is necessary, the Employer will first endeavour to make such reduction by attrition. Should this not be possible, the Company shall give as much notice as possible.

21.02 Notice of Layoff

Except in the case of emergency, the employer will provide an employee three (3) days of notice of layoff or pay in lieu.

21.03 Severance

Employees terminated as a result of permanent plant closure or technological change and who cannot reasonably expect to be recalled shall receive severance pay as follows:

After three (3) months – one (1) week

one (1) year – two (2) weeks

three (3) years – three (3) weeks plus one week for each additional year of service to a maximum of eight (8) weeks pay.

21.04 Bumping Rights

The employee with the least amount of seniority in any job will be the first laid off from that job, but may displace an employee in a similar or lower classification with less seniority providing they are able to satisfactorily do the job. Employees who are displaced from their jobs as a result of such bump back procedure may themselves bump employees having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.

21.05 Recall

A regular employee who is displaced and laid off under this Agreement shall have the right for a period of one (1) years or his length of service whichever is less, from the date of his last being laid off to be recalled to work.

21.06 Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee, with a copy to the Union office. The employee must respond to such notice within seven (7) calendar days of the date the notice was mailed. An employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, shall not lose seniority and recall rights thereby. Where more than one employee is on the recall list in similar classifications, recall shall be made in order of seniority.

21.07 Return to Former Position

Employees who have been bumped will be returned to their former positions on the same basis as employees on the recall list subject to the seniority provisions of the list. An employee who accepts recall to a lower position than formerly held will be considered bumped for purposes of the operation of this section.

21.08 Adjustment Plan

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of member/s of the bargaining unit to which this Agreement applies, the Employer will comply with Section 54 of the Labour Relations Code.

ARTICLE 22 - PAID HOLIDAYS

22.01 Paid Holidays

- (a) For the purposes of this Agreement, the following are acknowledged as Paid Holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
<u>Easter Monday*</u>	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

*Easter Monday takes effect January 1, 2019.

- (b) In addition to the above, any other public holiday gazetted, declared or proclaimed by the Federal Government, or the Government of the Province of British Columbia, shall be deemed to be a Paid Holiday for the purposes of this Agreement.

22.02 Paid Holiday Pay

- (a) **Rate of Pay** - Employees shall receive eight (8) hours pay at their regular rate of pay for each holiday, except that if an Employee has been working eight hours at a higher rate immediately prior to the paid holiday and eight hours immediately following the paid holiday, the higher rate will apply.
- (b) **Eligibility** - Provided an Employee has completed thirty (30) days of employment with the Employer and has worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the Paid Holiday, the Employee will be entitled to holiday pay.

22.03 Paid Holiday Falling on Scheduled Days Off

When a Paid Holiday falls on an Employee's regularly scheduled day off or on a vacation day the Employee shall be entitled to an alternate day off with pay. Such day to be taken on the next following regularly scheduled work day(s) or other mutually agreeable time.

ARTICLE 23 – VACATIONS AND VACATION PAY

23.01 Basis for Earning and Using Vacation Entitlement

Vacation entitlement shall be calculated from anniversary date to anniversary date with pay being based on the employee's gross earnings for the previous year.

23.02 Vacation Days Entitlement

Years Service	Weeks Vacation	Vacation Pay
1-5 years	2	4%*
5-10 years	3	6%*

10 yrs and over	4	8%*
12 yrs and over	5	10%*

* of employee's gross earnings for the previous year.

23.03 Vacation Selection

(a) Subject To Essential Operational Requirements

Selection of vacation periods under this Agreement shall be subject to essential operational requirements, which right the Employer must invoke prior to any vacation selection.

(b) Vacation Selection By Seniority

Employees shall select their vacation periods in order of seniority, from highest to lowest, as defined in this Agreement.

(c) Only One (1) Period Of Vacation To Be Selected At A Time

Only one (1) vacation period per Employee shall be selected by seniority until all Employees have selected one (1) period. Subsequently, all Employees who have chosen to take their vacation in split periods in accordance with Clause 23.03(e) below shall select in order of seniority, from highest to lowest, for a second vacation period and this process shall be repeated for subsequent periods until all periods are chosen.

(d) When Vacation Selection Is To Occur

Scheduling of vacations pursuant to this Clause 23.03 shall be undertaken once in each calendar year for vacations to be taken during the next one (1) year period. Such vacation selection must be completed and each Employee notified by the Employer in writing of his or her approved vacation dates by not later than March 1st in each calendar year, unless an extension is mutually agreed between the Employer and the Union

(e) Split Vacations

Vacations may be taken in split periods but no such split period of vacation shall be less than one (1) working week.

23.04 Postponement of Scheduled Vacation

An employee's period(s) of vacation, once selected in accordance with this provisions of this Article, shall not be postponed unless by mutual agreement of the Parties.

23.05 Termination of Employment

(a) An Employee who terminates for any reason shall be entitled to receive vacation pay for any earned vacation entitlement not taken as provided for under this Article.

(b) In the event that an Employee dies while employed by the Employer, such employee's vacation entitlements, including any banked vacation entitlements, shall be paid to the employee's named beneficiary, or where there is no named beneficiary, to the employee's estate.

ARTICLE 24 - MEDICAL CERTIFICATES AND EXAMINATIONS

24.01 Confidentiality of Medical Information

The Employer and any Union Representative who have access to medical information pertaining to any Employee shall protect the confidentiality of such material in accordance with the law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.

ARTICLE 25 – FAMILY LEAVE

25.01 Pregnancy/Parental Leave

- (a) Employees shall be entitled to Pregnancy Leave of up to seventeen (17) week(s) and Parental Leave of up to thirty seven (37) week(s) for the birth or adoption of a child in compliance with Employment Standards. One month prior to the termination date of such leave the employee must notify the Employer in writing of the intention to return to work.
- (b) Extended Pregnancy Leave Entitlement – On written request, an Employee shall be granted extension(s) to the fifty-two (52) weeks of basic pregnancy leave, up to an additional twenty-six (26) weeks, provided each such request is for medical reasons and is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the Employee's choice. Each such extension to basic pregnancy leave for medical reasons shall be an unpaid leave of absence.
- (c) **Commencement of Pregnancy Leave**
- i) Employees will notify the Company at least three (3) weeks in advance of the date on which the employee intends to begin their leave of absence. An employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Company no later than two (2) weeks prior to the date they originally wished to commence their leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy they shall, on the recommendations of their physician, commence leave of absence immediately.
- ii) The period of pregnancy leave shall commence from eleven (11) weeks prior to the expected date of confinement. However, the Employee may request postponement of the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner of the Employee's choice.
- iii) Once pregnancy leave has commenced the Employee may not return to work during the six (6) week period following the date of delivery, unless the Employee requests in writing a shorter period a minimum of two (2) weeks in advance of the intended date of return and provides a medical certificate from a qualified medical practitioner of the Employee's choice attesting to the Employee's ability to resume work.
- (d) **Continuation of Benefits** – An Employee while on pregnancy leave, including the basic leave period and any extension thereto, as specified under Article 25.01

b), shall be entitled to continued full benefit plan coverage and benefits under this Agreement.

- (e) **Notice of Return to Work** – An Employee on pregnancy leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of her intent to return to work, whichever is the earlier date.

25.02 Parental Leave

- (a) On written request, an Employee whose partner has given birth, shall be granted a leave of absence without pay for parental reasons for a period of (52) continuous weeks. The leave may be commenced at any time within one (1) year following the birth of the child.
- (b) The Employer may require submission of a birth certificate for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- (c) An Employee shall request parental leave at least three (3) weeks in advance of the date of commencement of the leave.

25.03 Adoption Leave

- (a) On written request, an Employee shall be granted a leave of absence without pay for adoption reasons for a period not to exceed fifty-two (52) continuous weeks. The leave may be commenced at any time within one (1) year following the adoption of a child.
- (b) The Employer may request proof of the adoption prior to the commencement of such leave.
- (c) An Employee shall request adoption leave at least three (3) weeks in advance of the date of commencement of the leave.

25.04 Family Care Leave

All Employees shall be entitled up to five (5) days of unpaid time off work in each calendar year for the purposes of attending to family matters. Such unpaid time off work may be taken at one (1) time or in any increments of four (4) or more hours, at the Employee's option. Such unpaid time off work shall be approved by the Employer upon request by an Employee.

25.05 Bereavement Leave

In the event of death in an employee's immediate family which is defined as grandparents, grandchildren, parents, parents-in-law, spouse, children, brother or sister, the employee shall be entitled to be absent from work for a period up to but not more than three (3) paid regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at their straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium. If requested by the employer, the employee shall provide a certificate or reasonable proof of death.

25.06 Impact of Legislation

The provisions for family related leave contained in this Article including, but not limited to, those concerning pregnancy leave are intended to establish minimum standards. If any applicable legislation provides leave provisions which are more favourable to the Employee, such legislation shall apply and prevail.

ARTICLE 26 – OTHER LEAVES OF ABSENCE

26.01 Court and Jury Duty

- (a)** An Employee shall be granted a paid leave of absence for the purpose of attending court as a witness when subpoenaed by the crown.

- (b)** Employees who are required to serve on a jury shall be granted an excused absence for such time as is needed in connection with jury duty. The Employer agrees to pay employees who are required to serve on jury duty the difference between their regular classification rate of pay and the amount allowed by the court for their jury service. Any day an employee is not required to serve on a jury panel, or when he is relieved for the day, he shall call the Employer and shall make himself available for work.

26.02 Personal Leave

A leave of absence without pay for personal reasons, normally not to exceed thirty (30) days, may be granted by the Employer at its discretion for a legitimate reason provided the requirements of the operation permit. Such leave of absence may be renewed at thirty (30) day intervals for a period of up to six (6) months. Seniority will accumulate during the leave. The Union will be advised of such leave at the time it is to go into effect.

26.03 No Call Back From Leave of Absence

- (a)** Once an Employee has commenced an approved leave of absence, such Employee shall not be called back to work by the Employer, without the consent of the Employee.

26.04 Return to Work

- (a)** Delay in Returning to Work – An Employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the Employer with reasonable grounds for the delay. In the event the Employee does not provide reasonable grounds for the delay, the Employee may be subject to discipline.

ARTICLE 27 – NO STRIKE OR LOCKOUT

27.01 No Strike or Lockout

- (a) Parties hereto 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 British Columbia, or any successor legislation.
- (b) Benefits Coverage and Benefits To Continue During Legal Strike Or Lockout

Benefit coverage during a legal strike or lockout will continue in accordance with the provisions of the Labour Relations Code of B.C.

27.02 Picket Lines

It shall not be considered a breach of this Agreement on the part of the Union or on the part of any individual Employee, if any Employee or Employees, on their own volition or by direction of the Union, refuse to cross a picket line or enter picketed premises or work areas arising out of a dispute as defined in the Labour Relations Code of British Columbia, or any successor legislation.

ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY

28.01 Statutory Compliance

The Employer shall provide a work environment, which is in compliance with all applicable legislation governing the workplace with respect to the health and safety of the employees.

28.02 Occupational Health and Safety Committee

- (a) The Occupational Health and Safety Committee shall consist of two (2) representatives appointed by Management and two (2) representatives appointed by the Union.
- (b) Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending Health and Safety Committee meetings or other functions related to Committee activities as designated and approved by the Committee.
- (c) The Occupational Health and Safety Committee will meet on a monthly basis. Minutes of meetings will be:
- sent to WorkSafe BC;
 - sent to the Union office;
 - retained by the Employer;
 - posted on Employee bulletin boards.

28.03 Injured Employee – Daily Earnings

If an Employee is injured on the job and a doctor recommends no further work on that day, the Employer will maintain the Employees daily earning for that day.

28.04 Safety Equipment

Each calendar year employees will be entitled to a boot allowance of up to one hundred and fifty dollars (\$150) for replacement of CSA approved work boots. Receipts must be provided and the old boots turned in.

28.05 First Aid Attendants

- (a)** Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the required Industrial First Aid Certificate shall be borne by the Employer and leave of absence with pay to take the necessary courses shall be granted.
- (b)** Employee's required to possess any level of Industrial First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive fifty cents (\$0.50) per hour for all hours worked.

28.06 First Aid Equipment

The Company will supply a Workers Compensation approved Level II first Aid kit.

28.07 Transportation of Injury Victims

Transportation to the nearest physician or hospital for an Employee who suffers illness or work related injury during working hours and is required to leave for treatment shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the Employee to return to his workplace or personal residence, whichever is most appropriate to the Employee's condition, and such transportation shall be provided and paid for by the Employer.

ARTICLE 29 – LABOUR – MANAGEMENT RELATIONS

29.01 Labour/Management Committee

The Employer and the Union hereby agree to establish a joint Labour/Management Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives.

(a) Objective of Committee

- (i)** The objective of this Committee will be to discuss and to attempt to resolve problems and complaints affecting either Party to this Agreement in a cooperative endeavour to promote harmonious relations between the Employer, the employees and the Union.
- (ii)** Increasing operational efficiency by promoting co-operation between the Employer and its employees.
- (iii)** Subjects discussed by the Committee will not include any matter being processed under the Grievance or Arbitration procedures contained in this Agreement, unless mutually agreed to by the Parties.

(b) Committee Meetings

- (i)** The Committee shall meet on an as needed basis, but not more than once every two months. The parties will develop regularly scheduled meetings.

It is agreed that this Labour/Management Committee satisfies the requirements of Section 53 of the Labour Relations Code.

- (ii) Either Party may request that a meeting of the Committee be convened by providing the other Party with written notice. Each Party shall submit to the other Party, seven (7) days prior to any scheduled meeting, a list of matters to be discussed and such lists shall comprise the agenda for the scheduled meeting.
- (iii) Attendance by any employee at any meeting of the Committee while on working hours shall be deemed to be time worked and requests for such time off shall not be unreasonably denied. Under these circumstances, an employee shall receive all pay and all other rights and entitlements under this Agreement as if he had remained working.
- (iv) **Selection of Chairperson**
Chairing of any meeting of the Labour/Management Committee shall be rotational between the Employer and the Union on a meeting-by-meeting basis.
- (iv) **Minutes of Meeting**
Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the Employer and the Union.

ARTICLE 30 – BENEFIT PLANS

30.01 Medical Insurance plan

All active employees and their families shall be eligible for coverage under the Medical services Plan of B.C. and the premiums shall be paid one hundred percent (100%) by the employer. In the event that spouses or dependants are also employed by the employer, one employee shall be considered the primary and the other the dependant.

30.02 Dental Plan

The Employer shall provide a Dental Plan which will pay in respect of each Employee and his or her spouse and dependants, if any:

- (a) Part A – Basic Services - 80%
- (b) Part B – Major Services Such as Crowns, Bridges and Dentures, etc. - 50%

ARTICLE 31 – SAVING PROVISIONS

31.01 Government Action Affecting Agreement

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, in operative or unenforceable, by a competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:

- (a) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per this Clause 31.01.
- (c) If mutual agreement cannot be reached as provided in Clause 31.01 b) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

31.02 Authority of Arbitrator

An arbitrator acting under this Article shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

ARTICLE 32 – DURATION

32.01 Duration

This Agreement shall be binding and remain in full force for the period from and including **January 1, 2017 to and including December 31, 2021.**

32.02 Notice to Bargain

- (a) This Agreement may be opened for Collective Bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other Party on or after July 31, 2021.
- (b) Where no notice is given by either Party prior to July 31, 2021 both Parties shall be deemed to have given notice under this Article on August 1, 2021 and there upon Article 32.03 below applies.

32.03 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 32.02 above, the Parties shall commence collective bargaining within ten (10) calendar days after the notice was given, or at some other time as may be mutually agreed.

32.04 Change in Agreement

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

32.05 Agreement to Continue to 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 or a legal strike or lockout commences.

32.06 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified shall come into force and effect on the date of ratification of this Agreement by the Parties.

32.07 Exclusions of Operation – Labour Relations Code of BC

The Parties hereto agree to exclude the operation of Sections 50 (2) and (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

Signed at Surrey, BC, this 25th day of May, 2017

SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

“Original copy signed”

Gerry Bak
President
KCC-244 Holdings Ltd.

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

“Original copy signed”

Mike Novak
Union Representative
MoveUP, Local 378

“Original copy signed”

Catherine Bainbridge
Job Steward

Appendix A

POSITION	June 1, 2017	June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021	
Utility		\$18.15	\$18.45	\$18.80	\$19.20	\$19.60
	0-3 months	\$17.15	\$17.45	\$17.80	\$18.20	\$18.60
Machine Operator		\$17.15	\$17.45	\$17.80	\$18.20	\$18.60
	0-3 months	\$16.15	\$16.45	\$16.80	\$17.20	\$17.60
Material Handler		\$17.15	\$17.45	\$17.80	\$18.20	\$18.60
	0-3 months	\$16.15	\$16.45	\$16.80	\$17.20	\$17.60
Packer		\$15.15	\$15.45	\$15.80	\$16.20	\$16.60
	0-3 months	\$14.15	\$14.45	\$14.80	\$15.20	\$15.60

Lead Hand Premium: \$2.00 per hour

All active employees, (thirteen (13) members) of the bargaining unit will receive a signing bonus of one hundred (\$100) dollars and shall be paid on the first pay period following the ratification of this MOU.

Letter of Understanding #2

Between:

**KCC – 244 Holdings Ltd
(Hereinafter called the “Company”)**

And:

**MoveUP (Canadian Office and Professional Employees Union, Local 378)
(Hereinafter called the “Union”)**

RE: First Aid Attendants – Article 28.05(b)

Devinder Gill, Sukhjinder Sanghera and Sumit Kumar Thind shall each be designated as First Aid Attendants in accordance to Article 28.05(b).

Signed at Surrey, BC, this 25th day of May, 2017

SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

“Original copy signed”

Gerry Bak
President
KCC-244 Holdings Ltd.

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

“Original copy signed”

Mike Novak
Union Representative
MoveUP, Local 378