

COLLECTIVE AGREEMENT

between

**PACIFIC NATIONAL EXHIBITION
(the Employer)**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1004
(the Union)**



Effective from January 1, 2017 to December 31, 2020

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COLLECTIVE AGREEMENT*between***THE PACIFIC NATIONAL EXHIBITION***(hereinafter called "the Employer")***PARTY OF THE FIRST PART***and***THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004***(hereinafter called "the Union")***PARTY OF THE SECOND PART****WHEREAS:**

The Exhibition is an "employer" within the meaning of the *Labour Relations Code of B.C.*, the Union is the certified bargaining agent for the employees of the Employer working at Exhibition Park, Vancouver, B.C., except those employees excluded by the Code and those employees covered by the bargaining units for which the IBEW Local 213, the IUOE Local 882, and IATSE Local 118 have been certified, and the parties have carried on collective bargaining pursuant to the Code and have reached a Collective Agreement, as hereinafter expressed;

THE PARTIES AGREE AS FOLLOWS:**ARTICLE 1 - TERM OF AGREEMENT**

(a) This Agreement shall remain in force and effect for January 1, **2017** up to and including December 31, **2020**.

(b) Should either party, within four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to commence collective bargaining, or should the parties be deemed to have given such notice under the *Labour Relations Code*, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (1) the Union commences a lawful strike pursuant to the *Labour Relations Code*, or
- (2) the Employer commences a lawful lock-out pursuant to the *Labour Relations Code*, or
- (3) the Parties have concluded a renewal or revision of this Agreement or have entered into a new collective agreement, whichever occurs first.

Subsections (2) and (3) of Section 50 of the *Labour Relations Code* are excluded from and are not applicable to this Agreement.

ARTICLE 2 - DEFINITIONS

(a) "*Regular full-time employee*" is an employee who works regularly scheduled full-time shifts of thirty-five (35), thirty-eight (38) or forty (40) hours per week as the normal full-time hours for that regular full-time employee's classification.

(b) "*Regular part-time employee*" is a PNE Operation employee who is employed on a regular basis, but who works less than the number of shifts and hours required for regular full-time employment.

(c) *“Seasonal employee”* is a Playland Operations seasonal employee who is employed in a classification listed under Schedule C-2, for any number of shifts or hours, during the Division's operating season.

(d) *“Casual employee”* is an employee who is employed to supplement the regular work force on a full-time or part-time basis, and who is employed for a specified length of time at the time of hiring, which specified length of time may be extended or shortened by circumstances which could not be foreseen at the time of hiring.

(e) *“Regular work force or Regular employee”* is the Employer's complement of regular full-time employees and regular part-time employees.

(f) *“Playland Operations operating season”* is that period of time when the Playland Operations is open to the public. Without limiting the Division's ability to open to the public at other times, its operating season normally commences at the normal start of Spring Break in Vancouver schools or three (3) weeks prior to Easter, whichever occurs first, and ends up to two (2) weeks following Thanksgiving. When the Division opens to the public at other times, it shall notify the Union as far in advance of such openings as possible to permit opportunity for the parties to discuss the terms and conditions of employment to apply to those seasonal employees to be employed during such opening.

(g) *“Fair-time employee”* is a PNE Operation employee who is employed in any classification, for any number of shifts or hours, during the Fair Period. The Employer may also employ any fair-time employee for up to sixteen (16) hours in the three (3) weeks immediately preceding the Fair period for purposes of training only.

(h) *“Fair period”* includes:

[See Letter of Understanding #8 regarding Articles 2(h) (2) and (3)]

(1) The period of time beginning two (2) weeks prior to the opening day of the annual Fair and ending two (2) weeks after the closing day of the Annual Fair. The Employer may employ fair-time employees up to one (1) week before the start of the Fair Period for purposes of training and orientation, including but not limited to the training of fair-time supervisors.

(2) The Fair Period also includes any festival, fair or other multi-day event produced by the Employer during the remainder of the year provided such festival, fair or other multi-day event is at least one (1) week or longer duration, including a set-up period not to exceed four (4) working days in duration before the opening day of such festival, fair or event and a tear-down period not to exceed four (4) working days after the closing day of such festival, fair or other multi-day event.

(3) Laid off regular full-time employees shall be offered available work at any festival, fair or other multi-day event under this Subsection (2) before fair-time employees and/or seasonal Playland employees are employed, provided that the laid-off employees shall be paid the applicable fair-time rates should they accept such work. Additional Fair Period events under Subsection (2) shall not be covered by the present practice of vacation blackouts. Weekend premiums shall apply during such events unless the parties mutually agree otherwise. Work that would normally be performed by regular full-time employees during the period when such events are held shall continue to be performed and the regular full-time rate shall continue to apply to such work.

ARTICLE 3 - UNION SECURITY

3.1 Exclusive Bargaining Authority

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agency for all its employees, except those excluded by the *Labour Relations Code of B.C.*, and those covered by the bargaining units for which the IBEW Local 213, IUOE Local 882, and IATSE Local 118 have been certified.
- (b) The Employer shall not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or working conditions of such employee(s).

3.2 Union Membership

- (a) All employees shall become members of the Union and shall remain members in good standing, as a condition of employment. No employee shall be deprived of employment by reason of loss of Union membership for reasons other than failure to pay the regular Union dues, which all members of the Union are required to pay, nor shall any employee be deprived of employment by reason of a refusal by the Union to admit such employee to membership.
- (b) The Employer shall require seasonal and fair-time employees to complete an application for Union membership, at the same time they complete their application for employment.

3.3 Union Dues

- (a) All bargaining unit employees shall pay to the Union, such dues and assessments as are levied by the Union in accordance with its Constitution and Bylaws.
- (b) The Employer shall deduct such amounts from each employee's biweekly pay cheque and shall forward same to the Secretary Treasurer of the Union, no later than the 15th day of the following month, together with a list of those employees from whom deductions were made.
- (c) The Employer shall show the total amount of Union dues and levies deducted on the employees' T4 slips.
- (d) The Employer shall deduct the full amount of Union dues and fees from each fair-time employee's first pay cheque, which amount shall be forwarded to the Union with the employee's application for Union membership.

3.4 Work Direction

- (a) Members of the Union shall not be required to take work direction from any person other than a member of the Union, a member of the Employer's management, or a person delegated to provide such direction by the **President & CEO** or designate or the **Vice President, Human Resources**, except that Union members may be directed by one of the above to take direction from the Employer's electricians, engineers or the IATSE Technical Director, while working with same, provided that the work performed under such direction is within the Union member's job specifications.

3.5 Assistance from National Representatives

- (a) The Union shall have the right to have assistance from **its Business Agents** or National Representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

3.6 Working with Non-Union Employees

- (a) No bargaining unit employee shall be required to work with or share duties with any non-union employee of the Employer or any non-union employee of any employer under contract to the Employer, provided that contracts in existence at the time of the signing of this Agreement shall be honoured, but not renewed.
- (b) The above notwithstanding, the Playland Operations may continue to enter into contracts of the type it has typically entered into on a historical basis.

3.7 Information to the Union

- (a) The Employer shall supply the Union with the names, email addresses (if available) and addresses of all bargaining unit employees, twice per year. **Part-time**, seasonal and fair-time employees shall be recorded on a separate list.
- (b) For purposes of collective bargaining, the Employer shall supply the Union with the following information, no later than March 31st of the year in which this Agreement expires:
 - (1) the names, email addresses (if available), addresses, telephone numbers **(including mobile numbers)**, and birth dates of employees, **listed by employee status**;
 - (2) a list of employees, by classification;
 - (3) a summary of benefit status (i.e. single, couple, family);
 - (4) total hours worked, by employee;
 - (5) sick leave usage, by employee; and
 - (6) the terms of the group life, dental and extended health plans.

3.8 Changes Affecting the Agreement

- (a) Any reports or recommendations made to the Board dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, workloads or reduction of employment, shall be communicated to the Union, sufficiently in advance of being dealt with by the Board to afford the Union reasonable opportunity to consider and make representations to the Board concerning same.
- (b) If employees are deprived of employment by the implementation of any such change, they shall receive priority consideration for other employment with the Employer.
- (c) The Union's representations to the Board under this Section (3.8) shall be made without undue delay.

ARTICLE 4 - MANAGEMENT RIGHTS

Any rights of Management which are not specifically mentioned in this Agreement and which are not contrary to its intention shall continue in full force and effect for the term of this Agreement.

ARTICLE 5 - LABOUR MANAGEMENT COMMITTEE

- (a) A joint Labour Management Committee shall be formed consisting of up to **six (6)** members appointed by CUPE Local 1004, with at least one (1) member from each of the following:

- PNE Operations
- Playland Operations
- Part-time staff
- Administration

CUPE Local 1004 staff and the CUPE National Representative shall attend as required.

This Committee shall enjoy the full support of both parties in the interest of improving relations between the parties, service to the public and job security for employees.

(b) The Committee shall meet no less often than **four times (4x)** per year or more often, at the request of either party. The Committee shall establish its own procedures. The terms of reference for the Committee shall be as follows:

- (1) to consider constructive criticism of all activities so that better relations may exist between the Employer and its employees;
- (2) to discuss methods for improving operations and extending services to the public;
- (3) to review minutes of the Safety Committee;
- (4) to review suggestions from employees, as well as employee questions about working conditions and service; and
- (5) to discuss situations which might lead to grievances and/or a deterioration of the relationship between the parties.

(c) The Committee shall have no authority to vary the terms of this Agreement or in any other way act as a bargaining committee. The Committee shall not have authority to deal with any matter that is the subject of an active grievance under Article 7. The minutes of Committee meetings shall be forwarded to the Board of Directors of the Employer, for their information, and shall be posted in the work areas for the information of the employees.

ARTICLE 6 - HEALTH AND SAFETY

All WorkSafe BC Occupational Health and Safety Regulations, applicable to the Employer's operations, shall be adhered to by the Employer, the Union and all employees covered by this Agreement.

6.1 Occupational Health and Safety Committee

- (a) A joint Occupational Health and Safety Committee shall be established, the size and composition of which shall be mutually determined by the parties. This Committee shall be representative of all of the Employer's operational units. The Union shall appoint no fewer than four (4) representatives to the Committee.
- (b) The Occupational Health and Safety Committee shall meet at the call of either party. It shall deal with safety matters raised by Committee members and safety matters referred to it by the Employer or the Union.
- (c) The Occupational Health and Safety Committee shall be responsible to the Labour/Management Committee, which shall receive minutes of Health and Safety Committee meetings.
- (d) The Employer shall provide the Occupational Health and Safety Committee with access to information on all biological agents, compounds, substances, by-products and physical hazards associated with the work environment.
- (e) The Employer shall provide the Union and the Occupational Health and Safety Committee, on a monthly basis, with details of every accident and/or safety incident with the potential for injury to employees, and every occurrence of an occupational disease.

- (f) The Employer shall provide the Union and the Occupational Health and Safety Committee with health and safety records, reports and data provided to and by the Workers' Compensation Board and other Government departments and agencies.

6.2 Safety and Protective Equipment

In cases where the Employer has issued protective clothing or equipment to employees, it shall be mandatory for the employees to wear such clothing or equipment, as directed by the Employer.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES

7.1 Definition of Grievance

- (a) For purposes of this Agreement, a grievance is defined as any difference concerning the dismissal, discipline or suspension of an employee, or any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, or any other dispute as defined in the *Labour Relations Code of B.C.*
- (b) All grievances arising during the term of this Agreement shall be finally and conclusively settled using the following procedures, without a stoppage of work.

7.2 Grievance Procedure

- (a) *Step 1:* Within ten (10) calendar days of the incident giving rise to the grievance, or within ten (10) calendar days after the grievor, the shop steward or the Union first became aware of such incident, the grievor, the shop steward or other representative of the Union shall present the grievance, in writing, to the applicable non-union supervisor. When the applicable non-union supervisor is absent, the grievance shall be presented to the applicable Department Head. The grievor shall be in attendance when the grievance is presented at this Step. When a Step 1 grievance has been referred to the Department Head, Step 2 of the grievance procedure shall not apply to that grievance. The Union shall forward a copy of all Step 1 grievances to the Director, Human Resources.
- (b) *Step 2:* When the grievance is not settled within seven (7) calendar days of being presented at Step 1, or when the applicable supervisor has stated that the matter is beyond their authority, the shop steward or other representative of the Union shall present the grievance to the applicable Department Head. The grievor shall be in attendance when the grievance is presented at this Step.
- (c) *Step 3:* When the grievance is not settled within seven (7) calendar days of being presented to the Department Head at Step 2, or when the Department Head has stated that the matter is beyond their authority, the Union's Chief Shop Steward or the Union's Business Agent shall present the grievance to the **Vice President, Human Resources**.
- (d) *Step 4:* When the grievance is not settled within seven (7) calendar days of being presented to the **Vice President, Human Resources** under Step 3, the Union's Chief Shop Steward or the Union's Business Agent shall, within a further seven (7) calendar days, present the grievance to the **President & CEO** or designate. The Director, Human Resources shall be in attendance when the grievance is presented at this Step.
- (e) *Step 5:* When the grievance is not settled within seven (7) calendar days of being presented to the **President & CEO** or designate at Step 4, either party may submit the grievance to Arbitration for final resolution.

7.3 Employer Grievances

- (a) Should the Employer wish to submit a grievance under this Agreement, it shall forward same to the Secretary of the Union, in writing. The Union's Business Agent and the **Vice President, Human Resources** shall meet to discuss Employer grievances within seven (7) calendar days, after the grievance has been received by the Union.
- (b) If an Employer grievance is not settled within seven (7) calendar days after the first meeting referred to above, it may be submitted to arbitration by either party for final resolution.

7.4 Arbitration Procedures

- (a) When a grievance is submitted to arbitration under this Agreement, it shall be adjudicated by a Board of Arbitration consisting of three (3) members, one (1) member appointed by the Employer, one (1) member appointed by the Union and the third member, who shall be the Chairperson of the Board, selected by the two (2) members so appointed.
- (b) The parties shall each appoint their representatives to the Board of Arbitration within fourteen (14) calendar days after the grievance has been referred to arbitration. The two (2) members so appointed shall select a mutually acceptable Chairperson within fourteen (14) calendar days, after they have both been appointed. Should either party fail to appoint its member to the Board, or should the members so appointed fail to agree on a Chairperson, within the prescribed time limits, either party may apply to the Minister of Labour to have such member or the Chairperson appointed, as the case may be.
- (c) The decision of the Arbitration Board shall be final and binding upon both the parties.
- (d) Each party shall bear the fees and expenses of the member it has appointed to the Board, plus one-half (½) of the fees and expenses of the Chairperson.

7.5 Expedited Arbitration

- (a) As an alternative to arbitration under Section 7.4, the parties may mutually agree, on a case by case basis, to refer any grievance to expedited arbitration under this section.
- (b) Expedited arbitration decisions shall be limited in application to each particular dispute and are without prejudice. Such decisions shall have no precedent value and shall not be referred to by either party in any subsequent proceeding. Expedited arbitration decisions shall be rendered verbally to parties within five (5) calendar days of the hearing and confirmed in writing, with a brief statement of reasons.
- (c) The parties shall mutually agree on an expedited arbitrator.
- (d) The parties shall equally share the costs of the fees and expenses of the expedited arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitration board established under this article.
- (e) As the process is intended to be non-legal, lawyers will not be used to represent either party at expedited arbitration. The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (f) A brief of pertinent documents and a statement of agreed upon facts shall be jointly presented to the expedited arbitrator.
- (g) All presentations shall be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations. Responses

to opening statements shall cover any facts that are in dispute and any additional facts available. Argument will be presented only to points in issue.

(h) Expedited arbitration decisions shall be final and binding upon the parties and shall not be subject to appeal of any kind.

7.6 Time Limits

(a) The time limits set out in this Article **(7)** may be extended by mutual agreement of the parties, on a case by case basis. Requests for an extension of the time limits shall not be unreasonably denied by either party.

7.7 Wrongful Dismissal, Suspension or Discipline

(a) Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than just cause, it may:

- (1) direct the Employer to reinstate such employee and pay to such employee a sum equal to the wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum, as in the opinion of the Board, is fair and reasonable; or
- (2) make such other order as the Board considers fair and reasonable, having regard to the terms of this Agreement.

ARTICLE 8 - RESPECTFUL WORKPLACE

(a) **The Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the BC Human Rights Code shall not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (including gender identity or gender expression), sexual orientation, age (between 19 and older) and criminal or summary conviction for an offense that is unrelated to the employment of that person.**

(b) The Employer recognizes the right of employees to work in an environment that is free from **bullying, harassment and** sexual harassment.

(c) Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:

- (1) sexual solicitation or advances; inappropriate touching or sexual comments; and
- (2) any threat of reprisal, which might reasonably be perceived as placing a condition on employment by a person in authority after improper conduct is rejected.

(d)

(1) An employee wishing to discuss a concern arising from alleged **bullying, harassment or** sexual harassment shall contact the **Vice President, Human Resources**, or the **President & CEO** or designate when appropriate, within a reasonable period of time following the alleged offence. The employee may be accompanied by a representative of the Union, if they so desire.

(2) The Vice President, Human Resources or the **President & CEO** or designate, when appropriate, shall investigate the complaint **in accordance with the PNE's Respectful Workplace Policy** and in consultation with the applicable divisional Manager or designate and the Union, and shall take such action as is necessary to resolve the matter. If the matter is not resolved to

the satisfaction of the employee who registered the complaint, it may be referred to the arbitration procedure under this Agreement for resolution.

- (e) If the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer shall take appropriate disciplinary action against the employee lodging the complaint.
- (f) All complaints and discussions regarding complaints of **bullying, harassment and** sexual harassment lodged under this article shall be treated in the strictest confidence.

ARTICLE 9 - SENIORITY

9.1 Probationary Period

(a) This Collective Agreement contains two (2) seniority units, one (1) for the PNE Operation, the other for the Playland Operation. Except as set out in Appendix B, PNE Operation employees shall earn and exercise seniority only within the PNE Operations seniority unit and the Playland employees shall earn and exercise seniority only within the Playland Operations seniority unit. In order to complete their probationary period, regular full-time employees and casual employees must accumulate:

- (1) a total of one thousand and forty-four (1,044) straight-time hours during any fifteen (15) consecutive month period, while working in a position in which the normal full-time hours are forty (40) per week, or
- (2) a total of nine hundred and ninety two (992) straight-time hours during any fifteen (15) consecutive month period, while working in a position in which the normal full-time hours are thirty-eight (38) per week or
- (3) a total of nine hundred and thirteen (913) straight-time hours during any fifteen (15) consecutive month period, while working in a position in which the normal full-time hours are thirty-five (35) per week.

After successfully completing their probationary period, regular full-time employees shall attain seniority retroactively to include their probationary period. **Effective on the date a casual employee attains regular full-time employee status, their seniority date shall be established six (6) months retroactively.**

(b) Regular part-time employees must accumulate a total of **seven hundred and forty (740)** straight-time hours within any twenty-four (24) consecutive month period in order to complete their probation period and thereby qualify for seniority and payment in lieu of benefits. Effective on the date regular part-time employees attain seniority, their seniority date shall be established six (6) months retroactively.

(c) Seasonal employees shall remain on probation until they have accumulated:

- (1) A total of six hundred and fifty (650) straight-time hours in any one (1) operating season or a total of one thousand one hundred and fifty (1150) straight-time hours over any two (2) consecutive operating seasons, whichever occurs first.
- (2) Seasonal employees shall attain “seasonal seniority” after successfully completing their probationary period, with their applicable seniority date being established six (6) months retroactively. Seasonal seniority shall be used for purposes of establishing the order in which seasonal employees are recalled to employment during each operating season under Subsection **12.4(d)**, and to establish the layoff order of seasonal employees at the conclusion of each operating season under Subsection **12.1(b)**.

- (3) Seasonal employees, who have attained seasonal seniority and who do not work in any calendar year, shall lose such seniority.
- (4) Seasonal employees, who have attained seasonal seniority and who are subsequently hired into a regular full-time position, shall not be required to serve another probationary period and their seasonal seniority shall be included when establishing their regular seniority dates.
- (d) Employees shall have no rights based on seniority, prior to completing their probationary period.
- (e) Seniority for regular full-time employees shall include all service with the Playland Operations from the date of last hire, inclusive of time worked prior to the Employer's recognition of the Union's jurisdiction.

9.2 Seniority Lists

- (a) The Employer shall maintain a seniority list containing all employees who have attained seniority, showing their start dates, hours worked and seniority ranking. **The Employer shall post seniority lists in a conspicuous location (ie - break rooms).**

9.3 Promotion to Excluded Positions

- (a) Regular employees and seasonal employees, who have attained seniority and who are promoted out of the bargaining unit into an excluded position, shall have the right to return to the bargaining unit within six (6) months of such promotion, or such longer period as may be mutually agreed by the parties on a case by case basis. In such circumstances, the regular employees and seasonal employees shall suffer no loss of seniority, which shall continue to accrue during such period. When regular employees and seasonal employees return to the bargaining unit under this section, they shall have the right to be placed in the position previously held, or into a vacant position for which they are considered qualified.

ARTICLE 10 - POSTING AND FILLING OF VACANCIES

10.1 Job Descriptions

- (a) The Employer shall maintain up to date job descriptions for all classifications.
- (b) When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification, the new/changed job descriptions shall be presented in writing to the Union and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within thirty (30) calendar days.
- (c) Where the Union objects, it shall provide specific details of its objection which shall be limited to whether:
 - (1) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (2) the job is properly remunerated in relation to the existing wage schedule on the basis of internal relativity and;
 - (3) any qualifications established for the job are relevant.

(d) The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 6.

(e) When a bargaining unit job or job description is substantially and permanently changed the Union may initiate a classification review in order to determine if the changed job or job description is properly remunerated. The Union shall provide specific details of the changes which shall be limited to whether the job description or classification accurately describes the level of responsibilities, or complexity, or required qualifications of the job. These shall be the sole basis upon which a job review may be initiated. The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 6.

10.2 Posting of Vacancies

(a) With the exception of the Labourer I positions in PNE Operations and the lowest paid classification in Schedule C1 in the Playland Operations, all vacancies in the regular work force positions which the Employer intends to fill shall be posted in all work areas for ten (10) calendar days.

(b) Vacancy postings under this article shall include the title of the position, the skills, qualifications and education required, the applicable hours of work, and the applicable wage rate.

(c)
(1) When an applicant from within the bargaining unit is selected to fill a posted vacancy, they shall assume the duties of the posted position within forty-five (45) calendar days from the date the vacancy initially occurred.

(2) When the Employer is unsure whether it will fill a position that becomes vacant in its regular work force and seasonal employee, it shall declare the position under review, within thirty (30) calendar days of the vacancy occurring. Should the Employer fill the position on a temporary basis for thirty (30) calendar days, it shall be deemed to have waived such review and the vacancy shall be filled as a position in the regular work force and seasonal employee.

10.3 Factors to be Considered when Filling Posted Vacancies

(a) When filling posted vacancies, the Employer shall give primary consideration to the skill, knowledge and ability of the applicants. When the skill, knowledge and ability of the applicants are considered equal, the regular employee and seasonal employee with the most seniority in such equal group shall be selected.

(b) In a competition between an internal and external applicant, the internal applicant shall receive preference provided they have the skill, knowledge and ability to perform the work in question.

10.4 Factors to be Considered on Demotions and Transfers

(a) When considering the demotion or transfer of a regular employee and seasonal employee, the Employer shall give due and equitable consideration to the skill, knowledge, ability and seniority of the regular work force(s) and seasonal employee(s) involved.

10.5 Trial Period on Promotion

(a)
(1) Regular full-time employees, who accept promotion into a posted position in the same department, shall serve a one (1) month trial period. Regular full-time employees who accept promotion into another department shall serve a three (3) month trial period. Regular full-time

Playland Operation employees who accept promotion into another Division/department shall serve a three (3) month trial period.

(2) Regular part-time employees who are selected to fill a full-time position within the same department shall serve a one (1) month trial period. Regular part-time employees who are selected to fill a full-time position in another department shall serve a three (3) month trial period. Upon successful completion of the trial period, previous service as a regular part-time employee shall be credited for seniority purposes.

(b) During such trial periods, the Employer may return a regular employee, who is unable to satisfactorily perform the duties of the new position, to the position such regular employee held prior to the promotion, or the regular employee may, without prejudice, elect to return to their former position.

10.6 Temporary Vacancies

(a) When the Employer reasonably anticipates, prior to filling a temporary vacancy, that such vacancy will be for two (2) consecutive months or longer duration, it shall post and fill such vacancy under this article. This posting requirement does not apply when a temporary vacancy is filled in good faith by the Company without posting because it is not anticipated to be two (2) consecutive months or longer duration and such temporary assignment subsequently extends beyond two (2) consecutive months.

ARTICLE 11 - TRAINING

(a) Both Parties agree that a high standard of training must be maintained for the safe and efficient operation of the PNE and Playland. As such, the Parties agree that training should be provided to ensure the on-going development of employees in achieving the joint goals of safety and efficiency.

(b) The provisions herein are also intended to assist employees in maintaining and improving skills for the purpose of career development within the Employer's operations.

(c) It is agreed that the provision of training is subject to and contingent upon the Employer's budgetary limitations governing the provision of such training. **The Employer shall provide the Labour Management Committee the opportunity to put forward proposals on training initiatives during the budget process. The Employer shall consider the Union's proposals and incorporate their requests where reasonably possible.**

(d) The following provisions apply when the Employer offers in-house training to regular full-time employees:

(1) Regular full-time employees who wish to receive training in order to upgrade their skills and ability, shall express such interest to the Employer in writing, stating the training they wish to receive.

(2) When the Employer intends to offer on the job training, it shall offer such training to employees in the applicable crew in the order of seniority, provided the employees to receive such training have the prerequisite aptitude, knowledge, skill and ability to successfully complete the training.

(3) When, under Subsection (2) above, there are insufficient employees within the applicable crew having the prerequisite aptitude, knowledge, skill and ability to meet the Employer's training needs, the Employer shall then offer such training to employees within the applicable department who have expressed an interest in receiving the specific training involved and who have the prerequisite aptitude, knowledge, skill and ability to successfully complete

the training. Seniority shall apply in cases where two (2) or more employees within the department are eligible to receive the training under this Subsection (3).

(e) Where the introduction of new equipment and/or other methods becomes part of a regular full-time employee's duties and responsibilities, the Employer will provide on-the-job training to the affected employee(s) so that they have reasonable opportunity to develop the required skill and ability.

(f) Where the Employer requires regular full-time employees, as a condition of employment, to take a course in order to upgrade their skills and/or knowledge, the tuition cost of such training, plus reasonable related expenses associated with the training that would not otherwise be incurred by the employee, shall be paid by the Employer. In addition, the employee shall suffer no loss of straight-time pay when taking such training.

ARTICLE 12 - LAYOFF AND RECALL

(a) This Article (12) applies only to regular full-time employees, regular part-time employees and seasonal employees.

(b) Custodians, Gardener's Helpers and Labourers are considered as one classification and regular straight-time rate of pay for purposes of layoff and recall under this article.

12.1 Layoff Order

(a)

(1) Regular employees with seniority shall be laid off in reverse order of their seniority, within each classification.

(2) Regular employees and seasonal employees who have not attained seniority shall be terminated, within each classification, prior to the layoff of the regular employees with seniority within that classification.

(3) Regular employees with seniority in a higher classification may be demoted to a lower classification and regular straight-time rate of pay.

(4) Regular employees who have been promoted from one classification to another and who subsequently bump or are demoted into a lower classification as a result of layoff, shall have seniority within that lower classification according to their length of service with the Employer and shall be laid off on this basis, should a subsequent layoff occur.

(b) Seasonal employees who have attained seasonal seniority shall be the last seasonal employees laid-off at the conclusion of the Playland Operation's operating season, provided they have the skill, knowledge and ability to perform the work which is available.

(1) Seasonal employees who have not attained seasonal seniority shall be the first seasonal employees laid-off when the division reduces its seasonal staff at the end of its operating season.

(2) Seasonal employees, who have attained seasonal seniority, shall then be laid-off in reverse order of their seasonal seniority, provided they have the skill, knowledge and ability to perform the work which is available.

(3) Seasonal employees who have attained seasonal seniority may elect to take a voluntary layoff at an earlier date than would normally apply under this subsection, without prejudice to their seniority standing, provided they give the applicable Manager or designate one (1)

calendar week's notice, they have sufficient reasons for making such request and operational requirements permit them to leave early.

12.2 Layoff Notice

(a) This Section (12.2) only applies to regular full-time employees and seasonal employees who have attained seniority on the following basis:

(1) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond its control, the Employer shall notify regular full-time employees, who are to be laid off, at least ten (10) working days prior to the effective date of their layoff.

(2) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond its control, the Employer shall notify seasonal employees, who have attained seasonal seniority and who are to be laid off, at least forty-eight (48) hours' notice prior to the effective date of their layoff. The Employer shall post, within the Playland Operations, the date on which the division's operating season will end, at least two (2) calendar weeks in advance of such ending. This posting shall be deemed to represent layoff notice for seasonal employees under this subsection.

(b) When regular full-time employees and seasonal employees are not given opportunity to work during such notice period, they shall be paid for those days upon which work was not made available.

(c) Regular full-time employees shall not be subject to layoff during the first three (3) days of a bona fide, non-occupational sickness.

12.3 Bumping Rights and Procedures

(a)

(1) *PNE Operation:* Regular full-time employees, who are subject to layoff, may exercise their seniority, within the PNE Operation only, by bumping into a position in a different classification, at a lower regular straight-time rate of pay, provided they have the qualifications to fill such position.

(2) *Playland Operation:* Regular full-time employees, who are subject to layoff, may exercise their seniority, within the Playland Operation only, by bumping into a position in a different classification, at a lower regular straight-time rate of pay, provided they have the qualifications to fill such position.

(3) Regular part-time employees, who are subject to layoff, may exercise their seniority, within the PNE Operation within their own department, by bumping into a position in a different classification, at a lower regular straight-time rate of pay, provided they have the qualifications to fill such position.

(b)

(1) Regular employees must notify the Employer that they intend to exercise their bumping rights within forty-eight (48) hours of being notified of layoff. Regular employees, who fail to do so shall lose their bumping rights.

(2) Upon receiving this notice, the Employer shall immediately notify those regular employees who will be affected by the bump. This procedure shall be repeated until no more bumping occurs or until ten (10) working days have expired following the original notification of layoff, whichever occurs first.

(3) Regular employees who are laid-off or bumped while they are on vacation shall retain their bumping rights when they return to work, and the time limits set out above shall not apply in such cases.

12.4 Severance Pay

(a) By December 31st of each year, regular full-time employees who have not actually worked at least one thousand, four hundred (1,400) regularly scheduled straight-time hours in the previous twelve (12) months, may on a one time only basis, opt to resign and take severance pay, provided written notice of such decision is given to the Vice President, Human Resources during the first two (2) weeks of December.

(b) Regular full-time employees who receive severance pay under this provision shall be terminated in all respects. They shall thereafter retain no rights under the Collective Agreement including loss of any further right of recall.

(c) Severance pay is based upon each regular full-time employee's years of completed seniority and is calculated at the regular full-time employee's average hourly rate worked at straight-time in the twelve (12) full calendar month period immediately preceding their termination, in accordance with the following schedule:

Years Seniority	Pay In Weeks	Years Seniority	Pay In Weeks
1	2	15	24
2	3	16	26
3	4	17	28
4	5	18	30
5	6	19	32
6	7	20	35
7	8	21	37
8	9	22	39
9	10	23	41
10	13	24	43
11	15	25	45
12	17	26	47
13	19	27+	49
14	21		

For any incomplete year of seniority, the applicable severance pay amounts shall be rounded downward for seniority of six (6) months or less and upward for seniority greater than six (6) months.

(d) The Employer reserves the right to offer severance pay to any regular full-time employee under this provision, irrespective of seniority. Regular full-time employees offered severance pay shall make their decision regarding acceptance within ten (10) business days of the offer being made. Employees who accept such offers shall have their employment terminated and they shall thereafter retain no rights under the Collective Agreement including loss of any further right of recall.

(e) For purposes of the Article "regularly scheduled straight-time hours actually worked" shall include, vacation, statutory holidays, paid sick leave under Article 21.6, WorkSafe BC leave for up to twelve (12) accumulative months, and any other regularly scheduled time when the regular full-time employee is directly paid by the Employer but is not actually at work.

(f) Regular full-time employees receiving severance pay under this article shall have the option of putting such amounts into an approved personal RRSP account.

(g) Regular full-time employees on the recall list and who fail to accept a recall or fail to report for work as required after being recalled, shall not, thereafter, have any right to receive severance pay under this provision.

(h) Regular full-time employees receiving severance pay under this provision shall not be eligible for any additional severance pay-out under Sections 9.2 and 21 of the Agreement. Any amount payable under this provision shall be reduced by any amounts required to be paid to the regular full-time employee by the *Employment Standards Act*, the *Labour Relations Code (Part 4 – Section 54)*, or any successor Act(s).

12.5 Recall Rights

(a) Regular full-time employees who have attained seniority and who are laid off shall be placed on the recall list, in seniority order, for a period of twelve (12) months from the date of such layoff.

(b) Regular full-time employees on the recall list shall be recalled in seniority order to positions within their own classification, or to positions within lower classifications for which they are qualified, before a new employee is hired to fill such positions, subject to Subsection 12.6(e).

(c) In the event a Gardener's Helper is recalled as a Labourer or as a Custodian, they shall remain in that position until those on the recall list have been recalled.

(d) Seasonal employees who have attained seasonal seniority shall be recalled to seasonal positions that become available during the division's operating season, provided they have the skill, knowledge and ability to perform the work which is available. On or before January 4th each year, the Employer shall notify seasonal employees who have attained seasonal seniority, in writing, that they are eligible for recall in the next operating season. To be eligible for recall under this subsection, seasonal employees must respond to this notification on or before January 31st, in writing, stating that they wish to be recalled in the upcoming operating season and establishing the date upon which they would be available to commence work (their preferred starting date). The Employer shall recall individuals who respond (as above) in order of their seasonal seniority, when it fills seasonal positions on or after their preferred starting dates, before it employs seasonal employees who have not attained seasonal seniority to fill such positions.

(e) Regular full-time employees who are laid off and subsequently recalled within their twelve (12) month recall period shall be credited with their previous service for purposes of determining length of service for vacations and other benefits based upon length of service.

(f) Operational requirements permitting, the Employer shall not assign work from one classification to another when there are regular full-time employees capable of performing such work on the recall list as a result of layoff from the first classification. This section shall not apply:

(1) in emergency situations; or

(2) when the laid off regular full-time employee would be required for less than four (4) hours; or

(3) the Employer is not aware of such work sufficiently in advance (i.e. at least 48 hours in advance) so that the laid off regular full-time employee can be contacted and report for work, without the progress of the job being delayed.

(g)

(1) The Employer shall offer available work on a casual basis to laid off regular full-time employees on the recall list, on the basis of their seniority, before it offers such work to regular part-time employees, Playland casual employees or seasonal employees. Such offers may be

declined, without penalty. Laid off Regular employees on the recall list shall be offered available work on a casual basis within lower classifications, provided they are qualified to perform such work.

In order to maintain full-time status, laid off employees must not decline so many shifts that it directly results in working less than eight hundred (800) hours in one (1) calendar year when at least nine hundred and seventy five (975) hours of work are offered. In this situation, the laid off employee will be removed from the full-time benefits program and offered a transfer to a part-time labourer position. If this transfer is declined, the employee will be permanently laid off and removed from the recall list.

Due to anomalous situations, employees who are unable to accept the required number of shifts for good and sufficient reason will be allowed to defer a mandatory transfer or permanent layoff for one (1) calendar year.

(2) The Employer shall offer available work on a casual basis to laid off regular fulltime Playland Operations employees on the recall list, on the basis of their seniority, before it offers such work to casual employees or seasonal employees. Such offers may be declined, without penalty. Laid off Regular employees on the recall list shall be offered available work on a casual basis within lower classifications, provided they are qualified to perform such work.

(3) If as a result of the offer of work on a casual basis under this subsection, a regular full-time employee works ten (10) shifts, in any two (2) week period, they shall be deemed to have been recalled. In that eventuality, the Employer shall give such regular full-time employee five (5) days' notice of a further layoff.

12.6 Recall Procedures

(a)

(1) When recalling Regular employees from the recall list, the Employer shall first attempt to contact such Regular employees, in seniority order, for positions within their own classification, or within lower classifications for which they are qualified.

(2) Regular employees shall be recalled on this basis, provided they respond within forty-eight (48) hours of the initial contact by the Employer.

(b) An appropriate shop steward and/or a representative of the Union shall be informed of notices of recall, in order to assist in the recall.

(c)

(1) The Employer shall specify the time the recalled Regular employee is to report for work.

(2) Regular employees who fail to respond within forty-eight (48) hours after being contacted by the Employer, or who fail to report for work at the time specified by the Employer, shall have their names removed from the recall list.

(3)

(i) Regular employees who have sufficient reasons for not responding within forty-eight (48) hours after being contacted by the Employer, or who have sufficient reasons for not reporting for work at the time specified by the Employer, shall, on the first occasion they are offered a recall, be bypassed and they shall maintain their position on the seniority list for future recall purposes.

(ii) Regular employees who do not respond within forty-eight (48) hours after being contacted by the Employer on two (2) occasions, or do not report for work at the time

specified by the Employer on two (2) occasions, shall be placed at the bottom of the recall list for future recall purposes. For purposes of this subsection, repeated contact of a Regular employee by the Employer for the same recall (i.e. for the particular work or project for which the recall was initiated) shall not be considered as separate occasions for that Regular employee.

(iii) If a Regular employee is unable to accept a recall under this section because the employee is legitimately sick or disabled and the Regular employee consequently becomes medically fit to perform the work in question, before such work has been completed, the Regular employee shall be permitted to exercise their seniority and displace another Regular employee in the position to which they would have been recalled had they not been sick or disabled, provided there is no additional cost of any kind to the Employer as a result of such displacement.

(d) Laid off Regular employees on the recall list and seasonal employees, who have attained seasonal seniority and who are laid off at the end of an operating season are required to keep the Human Resources Department informed of their current addresses and phone numbers. The Employer shall be deemed to have met its recall obligations under this Agreement by attempting to contact the regular employee it is seeking to recall, at their last known address on file.

(e) The Employer reserves the right to hire other than a laid off Regular employee from the recall list when:

- (1) it has been unable to contact a laid off Regular employee in accordance with the above subsections; or
- (2) it is not practical to wait forty-eight (48) hours for the Regular employee to respond to the recall.

(f)

(1) The Employer shall provide retraining of up to four (4) days or five (5) days or a maximum of thirty-five (35) hours, thirty-eight (38) hours or forty (40) hours, as applicable, whichever is the lesser, when requested by regular full-time employees who are to be laid off, if it can be reasonably anticipated their layoff will extend for thirteen (13) consecutive weeks or longer.

(2) The purpose of this training is to enable such regular full-time employees to exercise their bumping rights under Section 9.3 when they are not otherwise able to do so. Eligible regular full-time employees who have been on the recall list for thirteen (13) consecutive weeks or longer without being recalled shall be eligible for this training at the end of such period to enable them to bump into regular full-time work at that time, provided there is no retroactive effect of so doing.

(3) In order to be eligible for retraining under this provision, a regular full-time employee must have at least ten (10) years seniority, they must not otherwise be eligible to bump without the retraining, and they must presently have sufficient skills, knowledge and ability so that it is reasonable to expect that they will satisfactorily perform the duties of the new position after the training has been completed.

(4) Section **12.3** notwithstanding, regular full-time employees covered by this section shall be permitted to bump laterally within their own department. Should the Employer change its organizational structure such that lateral bumping rights granted under this subsection are materially affected, the parties shall meet, at the request of the Union, to discuss such effects.

ARTICLE 13 - HOURS OF WORK

- (a) The **President & CEO** or designate shall establish the hours to be worked by employees within the normal work day, as well as the methods by which employees shall work under this Agreement.
- (b) Schedule "B" is appended to and forms part of this Agreement.

13.1 Normal Hours - General Staff – PNE Operation

- (a) The normal work week for full-time or outside employees shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive, except for those regular full-time employees and casual employees covered under the Compressed work week pursuant to Article **13.3** below and those regular full-time employees covered by Schedule "B", in which cases the normal work week shall be in accordance with the provisions of that Letter or Schedule, as the case may be.
- (b) The normal work day for general staff shall not commence before 7:00 a.m. and shall not finish later than 5:00 p.m., except as otherwise provided for in this Agreement.
- (c) No eight (8) hour shift shall be spread over a period of longer than eight and one-half (8½) hours, with a one-half (½) hour unpaid meal break.

13.2 Normal Hours - Clerical Staff – PNE Operation

- (a) Except under Subsection **13.2(b)**, the normal working hours for regular full-time clerical employees shall be seven (7) hours per day and thirty-five (35) hours per week, Monday to Friday inclusive.
- (b)
 - (1) The above notwithstanding, during the Fair Period, the Employer may place particular regular full-time clerical employees on continuous operations schedules having normal working hours of eight (8) hours per day and forty (40) hours per week. They shall also bank one-half (½) straight-time hour in their overtime bank for each eight (8) hour shift actually worked.
 - (2) When the Employer schedules regular full-time clerical employees to work continuous operations schedules under Subsection (1) it shall first seek volunteers from among those regular full-time clerical employees having the skills, knowledge and abilities to perform the work in question. Should an insufficient number of regular full-time clerical employees with the skills, knowledge and ability volunteer, the Employer shall staff such shifts, in reverse order of seniority, from among those regular full-time clerical employees possessing the required skill, knowledge and ability.
 - (3) The Employer shall limit the number of regular full-time clerical employees it schedules to work continuous operation schedules under Subsection (1) to the number it requires to best meet its operational requirements.
- (c) The Employer may wish to utilize the provisions of Subsection **13.2(b)** for short periods at other times during the year when its operational needs require. When the Employer wishes to do so, it shall utilize volunteers, if any, from among the willing to do so from among those regular full-time clerical employees having the skills, knowledge and abilities to perform the work in question. The Employer may not utilize this Subsection **11.2(c)** with other than volunteers and without the approval of the Union, which approval shall not be unreasonably denied.
- (d) The Employer shall grant those regular full-time clerical employees, who are working a continuous operations schedule under this Section (**13.2**), two (2) consecutive days off each week.

Provided operational requirements permit, one (1) of these rest days shall be either Saturday or Sunday.

(e) No seven (7) hour shift shall be spread over a period of longer than seven and one-half (7½) hours, with a one-half (½) hour unpaid meal, or eight (8) hours, with a one (1) hour unpaid meal break provided that such longer meal break has been mutually agreed upon by the applicable Manager or designate and the employee(s) in question. No eight (8) hour shift shall be spread over a longer period than eight and one-half (8½) hours, with a one-half (½) hour unpaid meal break; or nine (9) hours, with a one (1) hour unpaid meal break, provided that such longer meal break has been mutually agreed upon by the applicable Manager or designate and the employee(s) in question.

(f) The normal workday for regular full-time clerical employees shall not commence before 7:00 a.m. and shall not finish later than 5:00 p.m.

(g) The above hours shall be substituted, where applicable, when reference is made elsewhere in this Agreement to hours of work for clerical employees.

(h) Clerical employees wishing to work a modified work week consisting of a minimum of four (4) days per week and from thirty-five (35) hours to forty (40) hours each week, exclusive of meal breaks, shall also make their desire to do so in writing to the applicable Manager or designate. The Employer shall consider requests for a modified work week under this subsection on a case by case basis provided its operational requirements permit such arrangement to be worked, there are no additional wage and/or benefit related costs arising out of any such arrangement and mutually acceptable conditions that will apply to such arrangement can be developed with the Union. These mutually acceptable arrangements shall be put into writing and signed by Employer, the Union and the clerical employee(s) involved. Either party may cancel any modified work week arrangement previously agreed to under this Subsection [13.2(h)] upon thirty (30) days written notice to the clerical employee(s) involved and the other party. It is understood that regular full-time clerical employees working extended hours under this subsection shall not be eligible to receive the one-half (½) hour banked time for each hour work set out in Section 13.2(b)(1).

13.3 Compressed Work Week – PNE Operation

(a) This article establishes a compressed work week for regular full-time PNE Operation outside employees working in Site Maintenance. The terms and conditions of the Agreement shall be superseded, where applicable, by this article. Should any conflict arise between this article and other articles of this Agreement, this article shall take precedence.

(b) All regular full-time PNE Operation outside employees working in Site Maintenance shall work a compressed work week comprising of four (4) consecutive days per week and nine and one-half (9.5) consecutive hours per day, at regular straight-time rate of pay. Work in excess of nine and one-half (9.5) hours per day or thirty-eight (38) hours per week shall be paid at double time (2x) overtime rate of pay. The parties may also mutually agree that other PNE Operations employees, except clerical employees are to work nine and one-half (9.5) hour shifts.

(c) The following three (3) compressed work week shift schedules shall be established:

- Schedule 1 - Monday through Thursday, inclusive
- Schedule 2 - Tuesday through Friday, inclusive
- Schedule 3 - Friday through Monday, inclusive

(d) The Employer shall establish the number of regular full-time employees it requires to work, by classification, on each of the above schedules, after which regular full-time employees shall "sign up" in seniority order for the positions so designated. "Sign ups" will apply for a three (3) calendar month period.

(e) Regular full-time employees covered by this article shall be scheduled to work on day shifts, afternoon shifts, and/or night shifts within their applicable schedule. Operational requirements permitting, the Employer shall endeavour to perform as much work as practicable on day shift. When operational requirements necessitate the utilization of an afternoon and/or a night shift, the Employer shall first seek volunteers to staff such shift(s), after which the balance of regular full-time employees required shall be assigned, by classification, in reverse order of their seniority.

(f) For purpose of this article, day shift shall be defined as nine and one-half (9.5) consecutive hours worked between 7:00 a.m. and 5:00 p.m., inclusive of a one-half ($\frac{1}{2}$) hour unpaid meal break. Afternoon shift shall be defined as nine and one-half (9.5) consecutive hours worked between 1:00 p.m. and the succeeding 11:00 p.m., inclusive of a one-half ($\frac{1}{2}$) hour unpaid meal break. Night shift shall be defined as nine and one-half (9.5) consecutive hours worked between 11:30 p.m. and the succeeding 9:30 a.m., inclusive of a one-half ($\frac{1}{2}$) hour unpaid meal break. The above notwithstanding, the shift starting and stopping times for Coliseum regular full-time employees, on the compressed work week, shall be arranged so as to best meet operational requirements.

(g) Regular full-time employee covered by this article shall be paid a shift differential of seven percent (7%), calculated on their normal classification rate of pay for all time worked on afternoon shift, as defined above, including weekends; and nine percent (9%), calculated on their normal classification rate of pay for all time worked on night shift, as defined above, including weekends. When the Employer schedules a regular full-time employee to work at a time which falls within two (2) shifts, as defined above, it shall pay the higher shift differential for all hours such regular full-time employee actually works. Shift differentials shall not be included when calculating overtime rate of pay, except when such overtime immediately precedes or immediately follows the completion of a regular full-time employee's regularly scheduled shift, for which the regular full-time employee was paid shift differential.

(h) Regular full-time employees covered by this article shall be paid a weekend premium of two dollars and fifty cents (\$2.50) per hour for all time worked on Saturday and Sundays (i.e. between 11:30 p.m. on Friday and 11:30 p.m. on Sunday, inclusive). Weekend premium shall not be paid when a regular full-time employee covered by this Article works overtime on a weekend, as defined above, except when such overtime immediately precedes or immediately follows the completion of that regular full-time employee's regularly scheduled shift on the weekend for which the regular full-time employee was paid weekend premium.

(i) The Employer may employ casual employees to supplement its regular crews rather than incurring overtime. Casual employees shall be eligible for the shift differentials set out above for time worked between the hours of 5:00 p.m. and 7:00 a.m., including weekends. In addition, casual employees who replace regular full-time employees who were previously scheduled to work on a weekend, as defined above, shall be eligible for weekend premium provided the regularly scheduled regular full-time employee would have received such premium they not been so absent.

(j) The Employer may temporarily change a compressed work week regular full-time employees schedule and/or shift provided it gives the affected regular full-time employee at least seventy-two (72) hours' notice of such change and there is not less than ten (10) hours clear between the time the regular full-time employee finishes work on one shift and commences work on the next. When less than seventy-two (72) hours' notice is provided or there is less than ten (10) hours clear between the shifts, double time (2x) shall be paid until those time limits are reached provided that no premium pay shall be required when a notice of schedule/shift change is cancelled before the regular full-time employee commences work on the new shift.

(k) Regular full-time employees may decline to accept a change in the starting time of their shift under the above section twice (2x) in any calendar year, provided operational requirements permit

and there are no increased costs of any kind to the Employer as a result. In order to decline a change in the starting time of a shift under this section, a regular full-time employee must indicate that they are declining at the time they are notified of the change by the Employer. When a regular full-time employee declines a shift change under this section, with a result that another regular full-time employee is required to work that shift, the Employer shall not be required to offer such other regular full-time employee seventy-two (72) hour notice of shift change. If no replacement, satisfactory to the Employer, can be found to work the shift in question, the junior regular full-time employee with the skill, knowledge and ability shall be required to work. No more than two (2) regular full-time employees on any shift may decline a change in starting times under this section.

(l) Regular full-time employee and casual employees working on the compressed work week shall receive a one-half ($\frac{1}{2}$) hour unpaid lunch break, plus two (2) twenty (20) minute rest periods during each nine and one-half (9.5) hour shift.

(m) During the Fair Period, the Employer may amend the normal starting and stopping times of the afternoon shifts and night shifts so as to best meet its operational requirements. Once such shift times have been established, they shall remain in effect for the whole Fair Period unless the Union agrees to a change. The applicable shift differentials shall be based upon such altered starting and stopping times during the Fair Period. During the Fair Period, all overtime work shall be calculated at the shift rate of pay; however, the weekend premium shall not apply.

(n) Benefits under the Collective Agreement, for regular full-time employees on the compressed work week, shall be converted as follows:

(1) *Statutory Holidays*: regular full-time employees on the compressed work week who do not work on a statutory holiday shall be eligible to receive nine and one-half (9.5) hours pay for each such holiday under the terms of the Agreement, provided that when regular full-time employees on the compressed work week actually work on a statutory holiday they shall be paid time and one-half ($1\frac{1}{2}x$).

(2) *Sick Leave*: each compressed work week regular full-time employee shall receive their sick leave entitlement on the basis of nine and one-half (9.5) hours per day (i.e. 95 hrs. per year), however any sick leave accrual granted and/or banked prior to this date shall be on the basis of eight (8) hours per day.

(3) *Sickness and Accident Insurance Plan*: Regular full-time employees on compressed work week must apply for insurance under this plan after two (2) days on paid sick leave (i.e. after 19 hrs.)

(4) **Bereavement** Leave: Regular full-time employees on the compressed work week shall receive these benefits on the basis of nine and one-half (9.5) hours per day or thirty-eight (38) hour work week.

(5) *Other Benefits*: all other benefits under the Agreement related to time shall be equated to nine and one-half (9.5) hours for each day or thirty-eight (38) hours per week for regular full-time employees on the compressed work week.

(o) The following interpretations apply to the application of Section **13.3(j)** above:

(1)

(i) No overtime or other penalties shall be incurred by the Employer when a regular full-time employee's shift schedule is changed as either a direct or an indirect result of the layoff and/or recall of regular full-time employees during any three (3) month sign-up period.

- (ii) In this regard, the Employer has the right to place recalled regular full-time employees, or other employees affected by a layoff and/or recall, on any of the three (3) established nine and one-half (9.5) hour shift schedules (1, 2 or 3) until the end of the current three (3) month sign-up period. Should the Employer wish to further change such regular full-time employee's shift or schedule during the remainder of the sign-up period, it may do so without incurring overtime or other penalties provided it gives the regular full-time employee at least seventy-two (72) hours' notice and at least ten (10) clear hours off between shifts.
- (2) No overtime or other penalties shall be incurred by the Employer when a regular full-time employee's shift schedule is changed as either a direct or an indirect result of the promotion or acceptance of a posting by that regular full-time employee or another employee, including temporary promotions and/or temporary postings.
- (3) No overtime or other penalties shall be incurred by the Employer when a regular full-time employee's shift schedule is changed as either a direct or an indirect result of unexpected changes in personnel requirements on large projects (e.g. main gate project or Japanese garden project).
- (4) No overtime or other penalties shall be incurred by the Employer when a regular full-time employee's shift schedule is changed as either a direct or an indirect result of unexpected changes in the Employer's personnel requirements, reasonably beyond the Employer's control, provided the Union agrees that no overtime is to be paid in the circumstances, which agreement shall not be unreasonably denied.
- (5) No overtime or other penalties shall be incurred by the Employer when a regular full-time employee's shift schedule changes as either a direct or an indirect result of a new three (3) month sign-up.
- (6) The Employer has the right to change a regular full-time employee's shift starting times within their established shift schedule without incurring overtime or other penalties, provided it gives such regular full-time employee at least seventy-two (72) hours' notice and at least ten (10) clear hours off between shifts.
- (7) The Employer shall incur some overtime costs when it changes a regular full-time employee's shift schedule during any three (3) month sign-up period, even though it has provided seventy-two (72) hours' notice of such change and ten (10) hours clear between shifts.
- (i) In such cases, overtime will be limited to the first (1st) shift of the regular full-time employee's new schedule to a maximum of nine and one-half (9.5) hours overtime for any one (1) schedule change. In cases where the change in schedules is temporary in nature, [ie, four (4) consecutive shifts or less], the Employer will not also incur overtime when the regular full-time employee is changed back to their original schedule.
- (ii) When a regular full-time employee works more than four (4) shifts on the new schedule, they shall be considered established on that schedule and should the Employer wish to change that regular full-time employee's schedule again during the balance of the three (3) month sign-up period, it will again be required to pay overtime on the first shift of the new schedule in accordance with Subsection (7)(i).
- (8) The above Subsection (7) notwithstanding, the Employer shall not incur overtime when, for bona fide operational reasons, it permanently changes a regular full-time employee's shift schedule during a three month sign-up period provided it gives the regular full-time employee seventy-two (72) hours' notice of the change and at least ten (10) clear hours between shifts.

For purposes of this section, the phrase "permanent change" means a change in a regular full-time employees shift schedule that is intended to last until the end of the current sign-up period. The Employer may utilize this clause once per regular full-time employee in any three month sign-up period; thereafter additional changes in shift schedules for that regular full-time employee being covered under the terms of Subsection (7).

- (p) The Employer may utilize five (5) day - eight (8) hour shifts during the Fair Period provided that no premiums or penalties shall result from making this change. Schedule "B" shall not apply to such work.

13.4 Normal Working Hours – Non Operating Season – Playland Operation

- (a) The normal hours of work for regular full-time employee shall be eight (8) hours per day and forty (40) hours per week. No eight (8) hour shift shall be spread over a longer period than eight and one-half (8½) hours, with a one-half (½) hour unpaid meal break.
- (b) During the division's non-operating season, regular full-time employees shall normally work Monday to Friday between the hours of 7:00 a.m. to 5:00 p.m., except as otherwise provided for in this Agreement.

13.5 Normal Working Hours – Operating Season – Playland Operation

(See Letter of Understanding #10)

- (a) During the division's operating season, Playland Operations employees may be scheduled to work on continuous operations schedules.
- (b)
 - (1) Regular full-time employees shall receive two (2) consecutive scheduled rest days off each week.
 - (2) Seasonal employees shall receive two (2) scheduled rest days off each week.
- (c)
 - (1) The Employer shall notify regular full-time employees of their regularly scheduled hours of work, at least one (1) calendar week in advance of such hours.
 - (2) The Employer shall post the regularly scheduled hours to be worked by seasonal employees each week, by the close of business on Thursday of the previous week.

13.6 Definition of Work Day and Work Week

- (a) For purposes of calculating pay under this Agreement, the end of each work day shall be midnight and the end of each work week shall be midnight on Saturday.

13.7 Meal Breaks

- (a) Meal breaks shall normally be unpaid, except as provided for in Article 15 or as follows:
 - (1) When an employee is required to remain on the premises during the meal break, they shall be paid at regular straight-time rate of pay for such break.
 - (2) When an employee is required by the Employer to work during the meal break, such break shall be rescheduled as soon as possible during that shift. When the meal break cannot be rescheduled during that shift, the employee shall be paid at the applicable overtime rate for the interrupted meal break.

13.8 Rest Breaks

(a) Rest breaks of fifteen (15) minutes each shall normally be allowed to each employee during their working shift, as follows:

- | | |
|--|----------------------------------|
| (1) Up to five (5) consecutive hours actually worked: | 1 rest break |
| (2) Greater than five (5) consecutive hours and six (6) consecutive hours actually worked or less: | 1 rest break, plus 1 meal break |
| (3) Greater than six (6) consecutive hours actually worked: | 2 rest breaks, plus 1 meal break |

The applicable Manager or designate shall determine when an employee's rest and meal breaks are to be taken. Rest breaks may be cancelled in the event of an emergency. As far as operationally possible, meal breaks shall be taken in the middle of an employee's shift. As far as operationally possible, the first rest break shall be taken midway between the start of the shift and the meal break and the second rest break shall be taken midway between the meal break and the end of the shift. This notwithstanding, meal breaks for employees who work six (6) hours or less, may be taken at the end of the shift, thereby permitting the employee to leave work early, provided the employee and the applicable Manager or designate both agree.

13.9 Weekend Work – PNE Operation

(a) It may be necessary to perform certain essential duties on Saturdays and/or Sundays. When the Employer wishes to perform such work, it shall notify the Union, in writing. The hours of work, set out above, may be varied so as to accommodate the performance of such work, provided the Union agrees.

(b) Those classes of regular full-time employees, set out in Schedule "B", may work a normal work week other than Monday through Friday. These classes may be altered or added to from time to time to meet the Employer's requirements, provided the Union agrees.

13.10 Weekend Work – Playland Operation

(a)

(1) It may be necessary to perform certain essential duties on Saturdays and Sundays during the Playland Operations non-operating season. When the division's operational requirements necessitate that regular full-time employees perform such work, the normal hours of work set out in Section 13.4 shall be varied to accommodate same. When the Employer schedules regular full-time employees to perform weekend work under this subsection, it shall notify affected regular full-time employees in accordance with Section 16.2.

(2) When regular full-time employees perform weekend work under this subsection during other than the Fair Period, they shall be paid the regular straight-time rate of pay for the work being performed, plus a weekend premium of two dollars and fifty cents (\$2.50) per hour. Weekend Premium shall not be paid to laid off regular full-time Playland Operations employees who perform casual work under Section 12.5(g).

(3) The above notwithstanding, regular full-time employees who work in the Site Security classification, may be scheduled to work on Saturday and/or Sundays at regular straight-time rate of pay, as part of their normal work schedules, without the application of weekend premium.

13.11 Minimum Hours

- (a) When an employee commences work on any regularly scheduled shift and is then sent home as a result of a lack of work, they shall be paid for a minimum of four (4) hours, at the rate applicable to the work performed at the time.
- (b) When an employee reports for work on a regularly scheduled shift and is not put to work for any reason, they shall be paid for a minimum of two (2) hours at their normal classification rate of pay.
- (c) Seasonal employees shall confirm that they are required to work, prior to the start of their shift, using the procedures established by the division for this purpose. Seasonal employees, who do not confirm their shifts and who report for work, but do not commence work because of inclement weather, shall not be paid for so reporting under Subsection **13.11(b)**.
- (d) Article **13.11(a)** notwithstanding, employees who report for a meeting **other than a meeting for disciplinary/investigation reasons** shall be paid for a minimum of two (2) hours.

Wherever practical, the Employer will schedule disciplinary/investigation meetings during an employee's scheduled shift of work. However, in the event that an employee is required to attend such a meeting outside of a scheduled shift of work, the following will apply:

- (1) **Should a disciplinary meeting result in no discipline being issued, or a verbal or written warning is issued, the employee will be paid for actual time spent [minimum one (1) hour] at the investigation and/or disciplinary meeting; or**
- (2) **Should a disciplinary meeting result in a suspension or termination of employment being issued, the employee shall not be paid for attending such investigation or disciplinary meeting held.**

13.12 Time-off Between Shifts and Work Weeks – PNE Operation

- (a) Except where a provision of this Agreement or a currently accepted practice specifically contemplates otherwise, (e.g. overtime, call-out, special set-up and change-over shifts, and non-standard work week provisions), regular full-time employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week worked.
- (b) Where a regular full-time employee is required to work within the eight (8) or thirty-two (32) hour work-free periods, the time so worked shall be subject to the appropriate overtime provisions.

13.13 Time-off Between Shifts and Work Weeks – Playland Operation

- (a) Except during the Fair Period, regular full-time employees and casual employees shall be given not less than twelve (12) consecutive hours free from work between each regularly scheduled straight-time shift worked. Where a regular full-time employee is required to work within the twelve (12) hour work-free period, the time so worked shall be subject to the appropriate overtime provisions. This Subsection [**13.13(a)**] does not apply if and when an employee voluntarily waives their right to be covered by this subsection.
- (b) During the Division's operating season, seasonal employees shall be given not less than ten (10) consecutive hours free from work between each regularly scheduled straight-time shift worked. During the Fair Period, regular full-time employees and casual employees shall be given not less than ten (10) consecutive hours free from work between each regularly scheduled straight-time shift worked. Where a regular full-time employee or seasonal employee is required to work within the ten (10) hour work-free period, the time so worked shall be subject to the appropriate overtime

provisions. This Subsection [13.13(b)] does not apply if and when an employee voluntarily waives their right to be covered by this subsection.

13.14 Split Shifts

- (a) Split shifts occur when employees start their normally scheduled shift but are sent home so that they can return for emergency work later in the day.
- (b) Where an employee is required to work a split shift, the shift shall be completed within twelve (12) hours of first commencing work.
- (c) In case of emergency requiring an employee to work a split shift outside of the normal workday, regular straight-time rate of pay shall prevail until a total of eight (8) hours have been worked, after which overtime rate of pay shall apply. In addition, employees shall receive travel time of one (1) additional hour at regular straight-time rate of pay.
- (d) As much as is practicable, split shifts shall be eliminated in the Food Concession Department.

13.15 Flexible Working Hours – Playland Operation

- (a) Provided the Employer, the Union and the regular full-time employee(s) involved mutually agree, regular full-time employees may work a flexible work week of up to ten (10) hours per day, four (4) days per week, at regular straight-time rate of pay. Overtime shall apply in flexible work week situations after regular full-time employees have completed ten (10) hours in a day or forty (40) hours in a week.

ARTICLE 14 - OVERTIME

14.1 Overtime Defined

- (a) Overtime is defined as follows for regular full-time employees:
 - (1) work performed immediately following the completion of a regular full-time employee's regular shift;
 - (2) work performed immediately preceding a completed regular shift, provided the regular full-time employee has received notice of such work prior to the end of their previous regular shift;
 - (3) work performed, in addition to a regular full-time employee's regular shift, at any other time, provided the regular full-time employee has received notice of such work prior to the end of their previous regular shift;
 - (4) as per past practice, when an employee is off on vacation for an entire block of shifts [i.e. four (4) consecutive shifts], it is deemed that they are on vacation for the entire work week as defined in Article 13.6 (i.e. 12.01 a.m. Sunday to midnight the following Saturday) and the employee is not eligible for overtime during that week except in cases of emergency when no other employee with the required skill, knowledge and ability is available to perform the work in question. When an employee is off on vacation for less than an entire block of shifts each week, they shall be eligible to work overtime in that work week prior to commencing such vacation, or in that work week after returning to work from such vacation provided that the overtime in question has not already been scheduled before the employee's return.
- (b)
 - (1) As much as its operational requirements permit, the Employer shall offer overtime, in seniority order, to those regular full-time employees possessing the skill, knowledge and ability

to perform the work in question, who are actually at work at the time. If an insufficient number of regular full-time employees agree to work the overtime as a result of this offer, the Employer shall assign such overtime, in reverse order of seniority, to those regular full-time employees who have the skill, knowledge and ability to perform the work in question, who are at work at the time.

(2) Nothing in this article reduces the Employer's right to establish overtime requirements, including the skill, knowledge and ability, which must be possessed by regular full-time employees in order to be offered such work, nor does it preclude the Employer from hiring casual employees to perform such work.

14.2 Overtime Rate of Pay

(a) The following overtime rate of pay shall apply:

(1) time and one-half (1½x) the regular straight-time rate of pay applicable to the work being performed for the first two (2) hours of overtime worked on a regular working day, provided such overtime is worked immediately preceding or immediately following the regular full-time employee's regular shift; and

(2) double time (2x) the regular straight-time rate of pay applicable to the work being performed for all overtime worked beyond two (2) hours on a regular working day, provided such overtime is worked immediately preceding or immediately following the regular full-time employee's regular shift;

(3) double time (2x) the regular straight-time rate of pay applicable to the work being performed for overtime worked, in addition to a regular full-time employee's regular shift, at any other time.

(b) The overtime rate of pay for regular full-time employees, who work a regular shift entitling them to shift differential shall be calculated at their shift rate of pay (i.e. including the shift differential) when they work more than seven (7), or eight (8) hours on any such shift, or more than thirty-five (35), or forty (40) hours in any week, as applicable.

(c) When a regular full-time employee is required, by oral or written notice given on the same day, to report for work prior to their normal shift starting time and the regular full-time employee continues to work throughout their regular shift on that day, the overtime received by such regular full-time employee shall include one-half (½) hour travel time, paid at the applicable overtime rate of pay.

14.3 Time Lost Through Lack of Work, Sickness or Injury

(a) Regular full-time employees who are sent home during their normal work week because of a lack of work, shall be paid overtime rate of pay for all work performed outside of their normally scheduled working hours or on their normally scheduled rest days, as if they had worked all of their regularly scheduled hours in that work week, unless such hours result from a change in shift under Section 16.2.

(b)

(1) Regular full-time employees who do not complete their regularly scheduled straight-time hours in a work week as a result of sickness or injury, in respect of which they have produced a certificate from a duly qualified medical practitioner, shall be paid overtime rate of pay for all work performed outside of their regularly scheduled working hours or on their regularly scheduled rest days, as if they had worked all of their regularly scheduled hours in that work week.

(2) Subsection (1) notwithstanding, overtime rate of pay shall not be paid when, in the opinion of the **President & CEO** or designate or the **Vice President, Human Resources**, regular full-time employees are absent without adequate reason, with the result they do not complete thirty-five (35), thirty-eight (38) or forty (40) straight-time hours in that work week, as applicable.

(c) Hours paid to regular full-time employees, who are on paid leave of absence, shall not be considered as hours worked for purposes of calculating overtime.

14.4 Call-Out

(a) A call-out occurs when an employee is called back to work from their place of residence, outside of their normally scheduled working hours, and subsequently returns to their place of residence following completion of the work for which they were called, irrespective of the reason for the call.

(b)

(1) Call-outs, under this section, shall be paid at double time (2x) the regular straight-time rate of pay applicable to the work being performed, to a minimum of seven (7) or eight (8) hours regular straight-time rate of pay for each call-out, as applicable.

(2) In addition, employees shall be paid one (1) hour travel time for each call-out. This travel time shall be included in the above guarantee, when possible. Should an employee actually work sufficient time on a call-out to earn, in PNE Operations, the above guarantee, and Playland Operations eight (8) or more hours regular straight-time rate of pay as applicable, they shall receive their travel time, or portion thereof, on the basis of straight-time, in addition to the amount so earned.

(c) When, after being called-out, an employee is again called-out before the expiry of the minimum three and one-half (3.5) or four (4) hour period or before they arrives back home, whichever is the later, such additional call(s) shall not be considered as separate call-outs for purposes of this section.

(d) If the time worked on a call-out extends, without interruption, beyond the end of a workday and/or beyond the end of a work week, the time so worked shall not be considered as part of a new workday or a new work week. Such time shall be considered continuous with the time worked prior to the end of the existing workday and/or the existing work week, as the case may be.

(e) Employees who are contacted by the Employer during their off duty hours and who actually perform work that does not require them to return to the workplace, with the result that the above call-out provisions do not apply, shall be compensated as follows:

(1) When the work is completed in less than fifteen (15) minutes: no compensation will apply.

(2) When the work takes fifteen (15) minutes or more to complete but less than one (1) hour: the employee shall be paid at their normal straight-time rate in one-quarter (¼) hour increments. (For example: if the work takes 15-29 minutes to complete, the employee will be paid for one-half (½) hour at their normal straight-time rate; 30-44 minutes of work = 45 minutes straight-time pay; 45-59 minutes of work = one (1) hour straight-time pay.)

(3) When the work takes one (1) hour or more to complete, the employee shall be paid at double time (2x) their normal straight-time rate for the entire period worked, to a minimum of one (1) hour overtime pay.

14.5 Overtime Bank

- (a) Regular full-time employees may bank some or all of their overtime hours, to be taken as equivalent time-off at a later date, in accordance with the following subsections.
- (b) Regular full-time employees shall bank the equivalent to the straight-time hours represented by their overtime.
- (c) When banked overtime is taken as time off or converted to cash under this section, the regular straight-time rate of pay that applies shall be the rate at which such overtime was earned.
- (d) In order to utilize time off from the overtime bank, regular full-time employees must make a written request, in advance, to the applicable Manager or designate; such requests to be granted at management's discretion.
- (e) Any overtime remaining in a regular full-time employee's overtime bank at the end of the third week of July, in the year following the year in which such overtime was earned, shall be paid out.

14.6 Gardening Crew

- (a) Regular full-time employees on the Gardening Crew shall be eligible to work pre-scheduled overtime that becomes available in the Labourer classification on the basis of their seniority, and when so employed they shall be paid at the Labourer rate. For purposes of this Article, "pre-scheduled overtime" is overtime that is scheduled in advance and does not include overtime that is worked contiguously with a previously scheduled shift, which overtime is normally performed by the employee(s) who worked such shift.

14.7 Stand-by Pay

- (a) Regular full-time employees who are required by the Employer in advance to stand-by, must remain ready, willing and able to respond to calls while off duty for those stand-by periods as designated below.
- (b) *Stand-by on a Normal Work Day:* A regular full-time employee, who is required by the Employer to be on stand-by during their normal work week (excluding public holidays and rest days) shall be paid one (1) hour's pay at the employee's normal basic rate of pay for the period beginning with the completion of work on their last regularly scheduled straight-time shift and ending when they commence work on their next regularly scheduled straight-time shift.
- (c) *Stand-by on Normal Rest Days or Statutory Holidays:* Regular full-time employees who are required by the Employer to be on stand-by on their normal rest days or on statutory holidays shall be paid as follows:
 - (1) *One (1) Rest Day or One (1) Statutory Holiday:* one and one-half (1.5) hour's pay at the employee's normal basic rate of pay for the period beginning with the completion of work on their last regularly scheduled straight-time shift and ending when they commence work on their next regularly scheduled straight-time shift.
 - (2) *Two (2) Consecutive Rest Days or Two (2) Consecutive Statutory Holidays:* three (3) hour's pay at the employee's normal basic rate of pay for the period beginning with the completion of work on their last regularly scheduled straight-time shift and ending when they commence work on their next regularly scheduled straight-time shift.
 - (3) *Three (3) Consecutive Rest Days or Three (3) Consecutive Statutory Holidays:* six (6) hour's pay at the employee's normal basic rate of pay for the period beginning with the

completion of work on their last regularly scheduled straight-time shift and ending when they commence work on their next regularly scheduled straight-time shift.

ARTICLE 15 - MEAL ALLOWANCES

15.1 Entitlement to Paid Meal Breaks

(a) Regular full-time employees become entitled to a paid meal break of one-half ($\frac{1}{2}$) hour after completing two (2) continuous hours of overtime immediately preceding or immediately following a regular shift. The Employer may permit such break to be started at any time within the two (2) hour periods, but no later than the end of two (2) hours, except in an emergency.

(b) Regular full-time employees become entitled to a paid meal break of one-half ($\frac{1}{2}$) hour after completing three and one-half ($3\frac{1}{2}$) continuous hours of work following a call-out or following the commencement of pre-scheduled overtime occurring at any time other than immediately preceding or immediately following a regular shift. The Employer may permit such break to be started at any time within the three and one-half ($3\frac{1}{2}$) hour period, but no later than the end of the three and one-half ($3\frac{1}{2}$) hours, except in an emergency.

(c) Regular full-time employees become entitled to a further paid meal break of one-half ($\frac{1}{2}$) hour after completing any succeeding four (4) continuous hours from the time they became entitled to a previous meal break under one of the above subsections. Such break shall start at the end of this four (4) hour period, except in an emergency.

(d)

(1) When it is not feasible to provide a meal break at the otherwise designated time because of an emergency, such break shall be taken as soon thereafter as practicable. In addition, the Employer shall supply some reasonable form of nourishment to the regular full-time employee(s) during the course of the work at the time the regular full-time employee(s) would otherwise have been entitled to the paid meal break.

(2) The supplying of nourishment by the Employer under this subsection does not disqualify the regular full-time employee(s) involved from receiving the applicable meal allowance.

(3) The Employer is not responsible for supplying nourishment to regular full-time employees in circumstances other than those set out in this subsection.

(e) Pay for all meal breaks shall be at the overtime rate of pay being earned by the regular full-time employee(s) at the time.

15.2 Meal Expenses

(a) Meal expenses shall be paid on the basis of the following scale:

(1) *Overtime immediately preceding or immediately following a regular shift:* seven dollars and fifty cents (\$7.50) at the first break and two dollars and fifty cents (\$2.50) at each succeeding break.

(2) *Call-out:* seven dollars and fifty cents (\$7.50) at the first break and two dollars and fifty cents (\$2.50) at each succeeding break.

(3) *Pre-scheduled overtime, other than immediately preceding or immediately following a regular full-time employee's regular shift, where a regular full-time employee is notified prior to the end of the preceding shift that overtime of at least four (4) hours is likely:* no meal expenses

at the first break, seven dollars and fifty cents (\$7.50) at the second break and two dollars and fifty cents (\$2.50) at each succeeding break.

- (b) No receipt is required to receive meal expenses under this subsection, but the payments shall be treated as taxable income.

ARTICLE 16 - SHIFT SCHEDULING

16.1 Special Set-Up and/or Change-Over Shifts – PNE Operations

- (a) Regular full-time employees, other than those working a compressed work week pursuant to Article **13.3**, who are required to work on a set-up and/or change-over shift outside of their normally scheduled hours of work, shall be paid at double time (2x) the rate applicable to the work they are performing, to a minimum of ten (10) hours regular straight-time rate of pay.
- (b) When such regular full-time employee's regularly scheduled shift is due to commence within eight (8) hours of the completion of a special set-up and/or change-over shift, the regular full-time employee may report for work on such regular shift, at their discretion.

16.2 Shift Changes in Other than Emergency Situations

[See Letter of Understanding #10 regarding Articles 16.2(a) & 16.2(b)]

- (a) When in other than emergency situations, regular full-time employees, other than those working a compressed work week pursuant to Article **13.3**, are required to work scheduled shifts outside of their normally scheduled shift, shall be paid the rate applicable to the work they are performing, plus shift differential if applicable.
- (b) *PNE Operation:* When the Employer changes such regular full-time employee's shift under this section, it shall provide the regular full-time employee with:
- Playland Operation:* When the Employer changes the shift and/or the shift schedule of a regular full-time employee or a casual employee, it shall provide the regular full-time employee and casual employee with:
- (1) not less than forty-eight (48) hours' notice of such shift change; and
 - (2) not less than eight (8) clear hours off between shifts.
- (c) When less than forty-eight (48) hours' notice of a shift change is provided under this section, or the affected regular full-time employee and casual Playland Operation employee has less than eight (8) clear hours off between shifts, overtime shall be paid until such time limits have been reached.
- (d) When a regular full-time employee and casual Playland Operation employee has received notice of shift change under this section and such notice is cancelled prior to the start of the new shift, the above penalties shall not thereafter apply.

16.3 Shift Changes as a Result of Emergency Situations

- (a) The following subsections shall apply when regular full-time employees, other than those working a compressed work week pursuant to Article **13.3**, are required to work shifts, other than their normally scheduled shifts, in emergency situations.
- (b)
- (1) When the emergency situation does not shut down such regular full-time employee's regular job, they shall be paid time and one-half (1½x) the rate applicable to the work being

performed for the first four (4) hours and double time (2x) thereafter, on each of the first three (3) consecutive shifts so worked.

(2) When such work exceeds three (3) consecutive shifts, whether or not they are worked in the same work week, all shifts so worked shall be paid at the regular straight-time rate of pay applicable to the work being performed plus shift differential if applicable, rather than at the overtime rate of pay under Subsection (1) .

(3) Regular full-time employees who absent themselves from emergency shifts without satisfactory reason shall not be eligible to receive the overtime rate of pay set out in Subsection (1) when they would have received the regular straight-time rate of pay plus shift differential under Subsection (2) had they not been so absent.

(c) Travel time of one (1) hour shall be added to the hours worked on the first emergency shift worked under this section provided the regular full-time employee is called-out under Section **14.4**.

(d) When emergency work under this section extends, without interruption, beyond the end of a workday and/or beyond the end of a work week, the time so worked shall not be considered as part of a new workday or a new work week. Such time shall be considered continuous with the time worked prior to the end of the existing workday and/or the end of the existing work week, as the case may be.

(e)

(1) When an emergency situation results in any operation being shut down, with the result that regular full-time employees in that operation are without work, such regular full-time employees may be placed on emergency work under this section, PNE Operations at their normal classification rate of pay and Playland Operations at the regular straight-time rate of pay, for the first three (3) consecutive shifts so worked, regardless of when such work is performed. Overtime rate of pay shall apply after these regular full-time employees work seven (7) or eight (8) hours per shift, as applicable.

(2) When the emergency situation continues beyond three (3) days, these regular full-time employees shall be paid for the fourth (4th) shift and each shift thereafter at the rate applicable to work being performed, regardless of when such work is performed. Overtime rate of pay shall apply after these regular full-time employees work seven (7) or eight (8) hours per shift, as applicable.

(3) No travel time shall be paid under this Subsection **16.3(e)**.

(f) Employees hired specifically for emergency work shall be paid at the rate applicable to the work being performed, regardless of when such work is performed. Overtime rate of pay shall apply after these employees work seven (7) or eight (8) hours per shift, as applicable.

(g) Normal work projects shall not be considered as emergency work under this section, but if such projects require a change of shift from normal working hours, shift differential shall then apply.

ARTICLE 17 - WAGES AND PREMIUM PAY

17.1 Wage Schedules

(a) Schedules A-1, A-2, A-3, C-1 and C-2 setting out the wage rates applicable to the bargaining unit classification are attached to and form part of this Agreement.

(b) For all purposes of the Collective Agreement, it is agreed that “normal” pay or wages means an employee’s normal classification rate of pay, exclusive of premiums and differentials.

(c) The wage rates set out in Schedule C represents minimum regular straight-time rate of pay only. The Employer may pay employees above these negotiated minimums, when it believes their performance warrants.

(d) When used in this Agreement, the term "normal classification rate of pay" means the Schedule "C" rate for the classification in which an employee normally works, the term "regular straight-time rate of pay" means the Schedule "A" and "C" rate for the classification in which an employee is actually working at the time, and the term "shift rate of pay" means the regular straight-time rate of pay, plus shift differential.

17.2 Shift Differential

(a) Except as provided for in Section 16.3, a shift differential of seven percent (7%) shall apply to scheduled shifts that are worked by regular full-time employees, which commence or finish outside of the hours of 7:00 a.m. to and including 5:00 p.m. Shift differential shall be calculated on the regular straight-time rate of pay applicable to the work the regular full-time employee is performing at the time and shall apply to all hours worked on a shift, when any portion of that shift falls outside of the above hours. Shift differential will be calculated at regular straight-time rate of pay only and there will be no pyramiding on the calculation.

(b) The above notwithstanding, shift differential shall not be paid on change-over and call-out shifts, which are paid at overtime rate of pay.

(c) *Playland Operation:* The above notwithstanding, shift differential shall not be paid on weekend and call-out shifts. Regular full-time employees shall be paid shift differential during the Fair Period when weekend premium is not being paid. This Subsection 17.03(c) does not apply to **Site Security** who shall be paid shift differential during regular scheduled weekend shifts.

(d) Regular full-time employees may bank their shift differential under Section 14.5, after which the provisions of that section shall apply.

(e) **Except as provided for in Section 16.3, a shift differential of nine percent (9%) shall apply to scheduled shifts that are worked by regular full-time employees, which commence at 12:00 am or later, and shift ending prior to 7:00 am. Shift differential shall be calculated on the regular straight-time rate of pay applicable to the work the regular full-time employee is performing at the time and shall apply to all hours worked on a shift, when at least four (4) hours of that shift falls inside of the above hours. Shift differential will be calculated at the straight-time rate of pay only and there will be no pyramiding on the calculation. In the event a regularly full-time employee works less than four (4) hours between 12:00 am and 7:00 am, they shall be paid at nine percent (9%) only for such hours so worked.**

17.3 Vendor's Pay

(a) Vendors shall normally be paid on the basis of the commissions outlined in the Vendor Guidelines, as amended from time to time by the parties. The minimum guarantee for vendors employed at Employer functions shall be **the vendor rate listed in Schedule A**, for each hour worked.

17.4 Casual Trades Rate

(a) When casual trades people are engaged through craft unions of which they are members, they shall be paid in accordance with the Collective Agreement to which such craft union is signatory. When such trades people have been employed for four (4) consecutive months, they shall thereafter, be subject to those regular straight-time rate of pay, benefits and conditions of this Agreement, which are applicable to their trade.

17.5 Work Performed in a Higher Paid Classification

- (a) Employees who are assigned to temporarily relieve in a higher paid classification and who perform the principal duties of such position shall receive the regular straight-time rate of pay applicable to same.
- (b) When the Employer wishes to appoint an employee to temporarily relieve another employee in a higher paid classification under this Section (17.5), it shall make the selection on the basis of seniority from among those regular full-time employees who are at work at the time within the applicable crew or department, provided always that the employee so selected possesses the required skill, knowledge and ability to perform the work.
- (c) The Employer shall normally endeavour to grant temporary upgrades under this Section (17.5) to currently employed, regular full-time employees possessing the required skill, knowledge and ability to perform the work in question.
- (d) Nothing in this Section (17.5) reduces the Employer's right to establish job requirements, including the skill, knowledge and ability which must be possessed by employees in order to be offered such work, nor does it preclude the Employer from hiring casual employees to perform such work.

17.6 Work Performed in a Lower Paid Classification

- (a) *PNE Operation*: An employee's normal classification rate of pay shall not be reduced when they are temporarily assigned to perform the duties of a lower paid classification. For purposes of calculating pay under this Agreement, an employee's normal classification rate of pay shall be considered the rate applicable to the work being performed when they are temporarily assigned to perform the duties of a lower paid classification.
- (b) *Playland Operation*: An employee's normal classification rate of pay shall not be reduced when they are temporarily assigned to perform the duties of a lower paid classification.

17.7 First Aid Premiums

- (a) The Employer shall underwrite the costs of the course of instructions and examinations for First Aid Attendants. Employees selected by the Employer to attend first aid courses, which are held during working hours, shall be paid their normal classification rate of pay while so attending, up to seven (7) or eight (8) straight-time hours per day, as applicable.
- (b) Holders of Industrial First Aid Certificates who have been approved by the Employer for this purpose shall receive the following first aid premiums:
 - (1) "Level I" Certificate - **fifty cents (\$0.50)** per hour.
 - (2) "Level II" Certificate - **ninety cents (\$0.90)** per hour.
 - (3) "Level III" Certificate – **one dollar and ten cents (\$1.10)** per hour.
- (c) *PNE Operation*: Eligible regular part-time employees and casual employees shall receive the above premiums for all hours actually worked. Eligible regular full-time employees shall receive the above premiums for all hours actually worked. In addition, eligible regular full-time employees shall be paid their first aid premium while they are on vacation and/or sick leave.
- (d) *Playland Operation*: All employees holding the above certifications shall receive the first aid premiums for all hours actually worked. In addition, regular full-time employees shall be paid their first aid premium while they are on vacation and/or sick leave.

- (e) Seasonal employees shall be eligible for payment of first aid premiums while working as a designated first aid attendant.
- (f) Fair-time employees are not covered by this Section (17.7).
- (g) **Employees who consistently refuse to accept shifts where first aid coverage is required will no longer qualify for this premium.**
- (h) Employees who desire to register for an Industrial First Aid Certificate Course may apply for reimbursement for the cost of such course under this subsection. Provided sufficient funds are available in the First Aid Training Budget, employees applying for reimbursement under this subsection shall be paid fifty percent (50%) of the cost of such course, upon registration, and the balance of the cost of the course upon its successful completion.
- (i) Regular full-time employees may bank their first aid premiums, to be taken as equivalent time off at a mutually agreeable time. Banked first-aid premiums shall be considered the same as banked overtime under Section 14.5 and shall be covered by the provisions of that section.

17.8 Dirty Pay Premium

- (a) A premium of one dollar (\$1.00) per hour shall be paid to employees for sand blasting, fogging barns and buildings, work involving raw sewage and unplugging barn drains, spraying (applying) toxic disinfectants, cleaning and pumping grease barrels and other work of an unusually dirty nature mutually agreed to by the parties.
- (b) **It is not the intent of this article that regular full-time employees and casual employees are to routinely receive dirty pay premium when they are performing their normal classification duties. This article does however recognize that unusually dirty situations may arise on a case by case basis, when it would be appropriate for regular full-time employees and casual employees to receive dirty pay premium, even though they are performing their normal classification duties.**
- (c) **The applicable Manager or designate and the applicable union shop steward shall discuss such situations (for example but not limited to: shovelling farm manure in some limited situations; hotsoy work in some limited situations; greasing equipment in some limited situations; handling bird/rodent droppings in some limited situations; handling human vomit/faecal matter in some limited situations; working in extreme dust in some limited situations) to establish whether mutual agreement exists for the payment of dirty pay premium in such situations. When the parties mutually agree that dirty pay premium applies in any such situation, such agreement shall be on a without prejudice basis and shall not represent a precedent. In other words, all such agreements are intended to be one-off in nature.**

17.9 WorkSafe BC Make-up Pay

- (a) Regular full-time employees, who claims for WorkSafe BC temporary wage loss disability benefits have been approved by WorkSafe BC shall assign their WorkSafe BC cheques to the Employer and the Employer shall continue to pay them eighty-five percent (85%) of their normal wages.
- (b) In the event WorkSafe BC rejects a claim, or during a period of delay prior to WorkSafe BC accepting a claim, the Employer shall continue to pay regular full-time employees their full normal wages under this section, provided they have sick leave, vacation and overtime credits available to offset such payment.

17.10 Zoom Boom and Forklift Training Premium

(a) One (1) employee from PNE Operations and one (1) employee from Playland Operations shall normally perform all Zoom Boom and forklift training. The Employer shall select these trainers on the basis of two factors:

- (1) those whom it believes are best qualified to do the training; and
- (2) seniority.

(b) Employees doing the training under this Section [17.10(a)] shall be paid a premium of one dollar (\$1.00) per hour above their normal rate for time actually spent doing the training.

17.11 Trades Qualified Employees

(a) PNE Operations and Playland Operations employees, who are required by the Employer to have a Trades Qualification (TQ) Certificate as a condition of employment, shall have their basic hourly rate increased by two dollars (\$2.00) per hour. This increased rate shall thereafter be considered as the employee's normal basic rate for all purposes of the Collective Agreement.

(b) In order to have their hourly rate increased under this Article (17.11), an employee must possess a relevant TQ certificate that is required for their position. Employees who have more than one TQ certificate are eligible to receive a maximum of one (1) two dollar (\$2.00) increase to their basic hourly rate, irrespective of the number of TQ certificates they possess.

(c) The Employer may, at its discretion, increase the amount it raises the hourly TQ certified rate under this Article (17.11) when it believes it is necessary to do so in order to attract and retain trades people in the trade in question. Normally, when the Employer increases an hourly TQ certified rate under this Section 17.11(c), such increase shall apply to every trade. The Employer shall only increase the hourly TQ certified rate for a particular trade or trades when unique circumstances exist warranting such particular increase. If the Employer intends to increase the hourly TQ Qualified rate under this section, it shall notify the Union and the parties shall discuss the matter at the Union's request. The Employer shall exercise its discretion under this section in good faith and whether the Employer did so shall be subject to the grievance and arbitration procedures under the Agreement.

(d) An additional premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to trades qualified employees who are members of the bargaining unit and who may be required by the Employer to hold a contractor's licence and to perform duties that can only be performed as a result of holding such licence, such as obtaining required certain permits.

17.12 Gratuities

The Employer will pay employees the share of Employer collected gratuities to which they are entitled, as soon as operationally possible after its receipt of such monies from the applicable client following the event for which the gratuities were collected.

Past practice will continue with regard to tipping (including tip cups).

17.13 High Climb and High Rescue Premium – Playland Division

(a) Playland employees who are required to work on the Hellevator, Revelation, **the Beast**, AtmosFEAR or Drop Zone shall be paid a premium of **five dollars (\$5.00)** per hour [rounded upward to the next highest hour] while actually performing such work at a height of fifty (50) feet or higher. **Employees are only eligible for one (1) of either the High Climb or High Rescue premiums, the premiums may not be combined.**

- (b) **Playland employees designated as High Angle Rescue responders shall receive a premium of seventy-five cents (\$0.75) for each hour worked during the operating season.**

17.14 Security Licenses

The Employer will pay the fee charged by the applicable licensing authority for the renewal of security licenses for the following employees, provided they are required as a condition of employment to have such a license:

- (a) Regular full-time Public Safety employees and regular full-time Site Security;
- (b) Regular part-time Public Safety employees who have attained seniority;
- (c) Regular part-time Public Safety employees who have not attained seniority but who have actually worked two hundred (200) hours in the year prior to license renewal.

Licensing reimbursements will be administered as set out by the PNE's "Security License Reimbursement Procedures".

17.15 Direct Deposit

Direct Deposit is mandatory for regular full-time employees. It is understood that regular full-time employees who do not provide the Payroll Department with all necessary documentation to enable their direct deposit to be made shall have their pay accrued until such time as such documentation is provided.

ARTICLE 18 - CLOTHING ALLOWANCE

- (a) *PNE Operation:* Regular full-time employees excluding clerical shall receive ten cents (\$0.10) per hour for each regular straight-time hour actually worked as a monthly allowance towards the purchase of clothing (including approved safety footwear, coveralls and rain gear) which must be used at work. In addition, eligible regular full-time employees shall be paid this allowance while they are on vacation and/or sick leave.
- (b) The above notwithstanding, full-time PNE Operations mechanics will, upon request and on an as needed basis, be issued coveralls which they shall be required to wear at work.
- (c) *Playland Operation:* Regular full-time Playland employees excluding clerical shall receive five cents (\$0.05) per hour for each regular straight-time hour actually worked as a monthly allowance towards the purchase of clothing (including approved safety footwear and other items of work clothing that they are not issued by the Employer), which must be used at work. In addition, eligible regular full-time employees shall be paid this allowance while they are on vacation and/or sick leave.
- (d) Seasonal employees in the Playland Operation shall be issued a uniform, which they shall be required to wear at work. This uniform must be returned when the seasonal employee's employment terminates.
- (e) *Playland Operation:* Regular full-time employees and casual employees in the Playland Operation shall be furnished with a uniform and/or coveralls, which they shall be required to wear at work.
- (f) *Playland Operation:* Regular full-time employee and casual employees shall also be provided with rain gear, on an as needed basis.

ARTICLE 19 - STATUTORY HOLIDAYS

19.1 Statutory Holiday Entitlement

- (a) Regular full-time employees shall be entitled to the following statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus any other day declared as a statutory holiday by the Government of Canada or the Government of the Province of British Columbia.

- (b) Although eligible regular full-time employees receive seven (7) or eight (8) hour's pay, as applicable, or a day off with pay in lieu of each of the above holidays, such pay or time off shall not be considered as time worked for purposes of computing overtime.

- (c) For purposes of calculating statutory holiday pay, the three (3) shifts (day, afternoon and night) commencing on the statutory holiday shall be eligible for the statutory holiday worked premium.

19.2 Observance of Holidays Falling on Saturday or Sunday

- (a) When one of the above listed holidays falls on a Saturday or a Sunday, the Employer may either pay eligible regular full-time employees seven (7) or eight (8) hour's pay, as applicable, at their normal classification rate of pay, in lieu of same; or

- (b) It may require eligible regular full-time employees to take the holiday as time-off with pay. When the Employer chooses this second option, it shall:

(1) substitute either the Friday immediately preceding the holiday or the Monday immediately following the holiday as the day upon which the holiday is to be observed by all eligible regular full-time employees; or

(2) instead of having all eligible regular full-time employees observe the holiday on the same day, the Employer may substitute both the Friday immediately preceding the holiday and the Monday immediately following the holiday as the days upon which certain regular full-time employees shall observe the holiday. When the Employer exercises this option, it shall designate those regular full-time employees it wishes to observe the holiday on the Friday, after which the remaining regular full-time employees shall observe the holiday on the Monday.

- (c) When Christmas day falls on a Saturday and Boxing Day falls on a Sunday, Christmas Day shall be observed on the preceding Friday and Boxing Day shall be observed on the following Monday.

- (d) The day substituted for the observance of a statutory holiday under this section are deemed to be the day of the holiday for all purposes under this Agreement.

19.3 Observance of Holidays Falling on a Scheduled Workday

- (a) When a regular full-time employee works a regularly scheduled shift on a day when one of the above listed holidays is observed (**except Christmas Day**), they shall be paid at the rate of time and one-half (1½x) the rate applicable to the work being performed for the first seven (7), eight (8) or nine point five (9.5) hours so worked, as applicable, and double time (2x) thereafter.

When a regular full-time employee works a regularly scheduled shift on Christmas day, they will be paid at the rate of double time (2x) the rate applicable to work being performed that day.

(b) In addition, the Employer shall give the regular full-time employee an additional day off with pay to be taken at a time that is mutually agreeable to the regular full-time employee and the applicable Manager or designate.

(c) For purposes of calculating statutory holiday pay, the three (3) shifts (day, afternoon and night) commencing on the statutory holiday shall be eligible for the statutory holiday worked premium.

(d) Regular full-time employees wishing to take time-off in lieu of working on a statutory holiday under this Section **(19.3)**, shall request such time off from the applicable Manager or designate. Request for time off under this section shall not be unreasonably denied provided that the Employer's operational requirements permit the regular full-time employee to be absent and there would be no overtime or premium pay required as a result of granting the request.

19.4 Observance of Holidays Falling on a Scheduled Rest Day

(a) When one of the above listed holidays falls, or is observed, on a day when an eligible regular full-time employee is on a scheduled day of rest, the Employer shall give the regular full-time employee seven (7) or eight (8) hour's pay, as applicable, in lieu of the holiday, at their normal classification rate of pay, or an additional day off with pay, to be taken at a time which is mutually agreeable to the regular full-time employee and the applicable Manager or designate.

(b)

(1) When one of the above listed holidays falls, or is observed, on a day when an eligible regular full-time employee is on a scheduled day of rest and the regular full-time employee works on such day **(except Christmas Day)**, the regular full-time employee shall be paid at time and one-half (1½x) for the first seven (7), eight (8) or nine point five (9.5) hours so worked, as applicable, and double time (2x) thereafter.

When a regular full-time employee works a shift on Christmas day, they will be paid at the rate of double time (2x) the rate applicable to work being performed that day.

(2) In addition, the Employer shall give such regular full-time employee an additional day off with pay, to be taken at a time that is mutually agreeable to the regular full-time employee and the applicable Manager or designate.

(c) Regular full-time employees wishing to take time-off that was granted in lieu for working on a statutory holiday under this Section **(19.4)** shall request such time off from the applicable Manager or designate. Request for time off under this section shall not be unreasonably denied provided further that the Employer's operational requirements permit the regular full-time employee to be absent and there would be no overtime or premium pay required as a result of granting the request.

19.5 Effect of Layoff on Holiday Entitlement

(a) Regular full-time employees who are laid off and who are re-employed in regular full-time employment within twelve (12) months of such layoff shall be eligible for statutory holidays under this article immediately upon such re-employment.

(b) It is understood that regular full-time employees who are laid off are not eligible to receive statutory holiday pay for those holidays falling during the period of their layoff, unless they actually work the day immediately before the statutory holiday, the day of the holiday or the day immediately after the holiday.

ARTICLE 20 - VACATIONS

20.1 Annual Vacation Entitlement

(a) Regular full-time employees shall be entitled to annual vacations on the following basis:

(1)	During the 1 st calendar year or part calendar year of service:	1/12 th of 10 working days for each month or portion of a month greater than ½ worked by December 31 st
(2)	During the 2nd calendar year of service, up to and including the 9th calendar year of service:	15 working days
(3)	During the 10 th calendar year of service, up to and including the 17 th calendar year of service:	20 working days
(4)	During the 18 th calendar year of service, up to and including the 25 th calendar year of service:	25 working days
(5)	During the 26 th calendar year of service and in each calendar year of service thereafter:	30 working days

20.2 Supplementary Vacation Entitlement

(a) Regular full-time employees shall be entitled to a supplementary vacation of five (5) working days in each of their eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th) and forty-first (41st) calendar years of service.

(b) Regular full-time employees shall be eligible to take their supplementary vacation in the year in which it is earned, commencing on January 1st. For the purposes of clarification, a table of annual vacation and supplementary vacation entitlements is set out in Appendix A, which is attached to and which forms part of this Agreement.

20.3 Vacation Pay Adjustment

(a) As soon as possible following December 31st in each year, a lump sum vacation pay adjustment shall be made to those regular full-time employees who are not entitled to vacation pay as a percentage of earnings, where such regular full-time employees' annual basic earnings, exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay, exceeded their normal classification rate of pay earnings during that year. Payments under this section shall reflect the proportionate difference between the regular full-time employees' actual annual basic earnings and normal classification rate of pay earnings, applied to the regular full-time employees' annual vacation pay for the year, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

20.4 Vacation Entitlement upon Termination

(a) When the employment of a regular full-time employee terminates for any reason prior to the completion of twelve (12) consecutive months of service, that regular full-time employee shall receive vacation pay in accordance with the *Employment Standards Act*.

(b) When the employment of a regular full-time employee terminates for any reason following completion of twelve (12) consecutive months of service, that regular full-time employee shall receive annual vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year, for each month or portion of a month greater than one-half (½) worked to the date of such termination.

(c) When the employment of a regular full-time employee terminates for any reason after that regular full-time employee has earned a supplementary vacation entitlement under Section **20.2**, but

before such entitlement has been taken, the regular full-time employee shall receive payment for such entitlement on their final pay cheque.

(d) In all cases of termination the necessary adjustment shall be made to the regular full-time employee's final pay cheque in order to repay the Employer for any over payment of vacation previously received by that regular full-time employee, but not earned.

(e) Subsection **20.4(b)** notwithstanding, regular full-time employees, who retire on the municipal pension plan or who terminate upon reaching maximum retirement age, shall be entitled to their full annual vacation entitlement in that year, as if they had worked the entire year.

20.5 Vacation Year Defined

(a) For purposes of annual and supplementary vacations under this article, the term "calendar year" means the twelve (12) month period from January 1st to the following December 31st, inclusive.

20.6 Periods When Vacations May Be Taken

(a) The periods when regular full-time employees may take their annual and supplementary vacations are as follows:

- (1) January 1st to July 31st, inclusive;
- (2) The first Monday after Labour Day to December 31st, inclusive;
- (3) The first week of August, if approved in writing by the applicable Manager or designate.

(b) *Playland Operation*: full-time employees may not take their annual and supplementary vacation during the Playland Operations, Operating season, without the approval of the applicable Manager or designate.

(c) Annual vacation and supplementary vacation shall be taken in one-half ($\frac{1}{2}$) day blocks unless approved by the applicable Manager or designate at their discretion, when the minimum vacation block shall be one (1) hour.

(d) The Employer reserves the right to approve all annual and supplementary vacation requests and shall schedule any annual vacations that regular full-time employees have not scheduled as time off by December 31st of each year, so that all annual vacations are taken as time off by March 31st of the following year, subject to Article **20.8** below.

20.7 Effect of Absences on Vacation Entitlement

(a)

(1) Regular full-time employees, who return to work from a general leave or who are recalled to full-time employment from a layoff, shall have their vacation entitlement, with respect to the length of the vacation, based upon their calendar years of service.

(2) The vacation pay for such individuals shall, however, be prorated on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement in that year, for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.

(3) The portion of the month worked shall be based upon the shifts available to a regular full-time employee in that regular full-time employee's classification. If the regular full-time employee works less than one-half ($\frac{1}{2}$) of the shifts normally available in any month, the vacation pay shall be prorated for that month. General leave taken in the month of December will not be taken into account for purposes of such prorating.

(b) When a regular full-time employee is off work as a result of a compensable injury or a non-compensable sickness or injury, their annual vacation entitlement shall continue for the first twelve (12) months of such absence. When the absence continues for longer than twelve (12) months, the regular full-time employee's annual vacation entitlement, in the second year and each subsequent year, shall be prorated on the basis of the time actually worked by the regular full-time employee. Such regular full-time employee's vacation entitlement levels, upon which each yearly vacation calculation is based, shall continue to increase on a normal basis.

20.8 Vacation Deferral

(a) Regular full-time employees entitled to fifteen (15) days of vacation must take at least ten (10) days off during the year in which such vacation was earned. Regular full-time employees entitled to twenty (20) days or more vacation must take at least fifteen (15) days off during the year in which such vacation was earned. When, as a result of operational requirements, regular full-time employees are not permitted to take their required (10) or fifteen (15) days of vacation time off in the year in which it was earned, such vacation may be carried over until March 31st of the following year, provided that it is pre-scheduled as time off before December 31st and taken before March 31st of the following year.

(b) Regular full-time employees may defer taking some or all of their annual vacation entitlement in excess of fifteen (15) days until subsequent years. Regular full-time employees may also defer taking their supplementary vacation until subsequent years.

(c) The maximum deferral which shall be permitted at any one time under this Section **(20.8)** shall be twenty (20) days, inclusive of both deferred annual vacation and deferred supplemental vacation.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

21.1 Medical Services Plan and Extended Health Benefits

(a) Regular full-time employees shall be entitled to B.C. Medical Services Plan and Extended Health Benefits coverage after completing their probationary period.

(b) The Employer shall pay **sixty-five percent (65%)** of the premium cost for such coverage, provided that eligible regular full-time employees, wishing same, pay the remaining **thirty-five percent (35%)**, by payroll deduction. Effective the first of the month following September 22, **2017**, the Employer's share of the premium cost shall be increased to **sixty-seven percent (67%)** and the employee's share of such costs shall be reduced to **thirty-three percent (33%)**.

(c) Extended Health Benefits under this section shall include **prescription eyeglass/contact lenses or laser eye surgery** coverage, providing a maximum benefit of **four hundred dollars (\$400.00)** per person in each twenty-four (24) month period, subject to the plan provisions. The maximum usage cap for Extended Health Benefits shall be three million dollars (\$3,000,000).

(d) Regular full-time employees who are laid off and subsequently recalled within their twelve (12) month recall period and who were eligible for Medical Services Plan and Extended Health Benefits coverage under this section at the time of their layoff, shall have such coverage immediately reinstated when they are recalled. Regular full-time employees who are not recalled within the twelve (12) month recall period and who are subsequently rehired must complete another probationary period before they again become eligible for coverage under this section.

(e) Regular full-time employees shall be issued with a Direct Payment Card for their Extended Health Benefit coverage which enables prescriptions to be billed directly to the carrier. The annual deductible shall be fifty dollars (\$50.00).

21.2 Dental Plan

- (a) Regular full-time employees who have completed their probationary period shall participate in dental plan under this section, as a condition of employment.
- (b) The Employer shall pay **sixty-five percent (65%)** of the premium cost for such coverage, provided that eligible regular full-time employees pay the remaining **thirty-five percent (35%)** by payroll deduction. Effective the first of the month following September 22, **2017**, the Employer's share of the premium cost shall be increased to **sixty-seven percent (67%)** and the employee's share of such costs shall be reduced to **thirty-three percent (33%)**.
- (c) The dental plan shall be placed with a mutually acceptable carrier. The benefits provided shall be as follows, subject to the policy of the carrier:
 - (1) *Plan "A" - Basic Dental Services*: eighty percent (80%) of the approved fee schedule.
 - (2) *Plan "B" - Major Restorative Services and Prosthetics*: fifty percent (50%) of the approved fee schedule.
 - (3) *Plan "C" - Orthodontic Services*: fifty percent (50%) of the approved fee schedule, to a lifetime maximum of **three thousand dollars (\$3,000)** per dependent.

21.3 Group Life Insurance

- (a) Regular full-time employees who have completed one (1) year or more of continuous employment, shall be covered by group life insurance under this section.
- (b) The Employer shall pay one hundred percent (100%) of the premium costs for such insurance.
- (c)
 - (1) Upon the death of an eligible regular full-time employee who consistently works year-round (Jan. – Dec.), their named beneficiary, or estate when no beneficiary has been named, shall be paid life insurance in an amount equal to one and one-half times (1½x) the regular full-time employee's annual earnings, based upon their normal classification rate of pay exclusive of overtime.
 - (2) Upon the death of an eligible regular full-time employee who does not consistently work year-round (Jan.–Dec.), their named beneficiary, or estate when no beneficiary has been named, shall be paid life insurance in an amount equal to one and one-half times (1½x) the regular full-time employee's gross annual earnings, based upon the employee's earnings in the last full calendar year (Jan.–Dec.) of their employment prior to the death.
- (d) Eligible full-time employees who are absent for six (6) consecutive months or longer for any reason, except leave approved by the Employer, on an approved Workers' Compensation Wage Loss claim, on an approved Weekly Indemnity claim (including appeals), or on an approved LTD claim (including appeals), shall cease to be covered under the Group Life Insurance Plan. The Group Life Insurance Plan shall continue for eligible full-time employees who are absent from work on an approved Workers' Compensation Wage Loss claim or on LTD, subject to Article 21.5(b).
- (e) Regular full-time employees who have and maintain basic life insurance coverage pursuant to Articles **21.3(a)** and **21.3(d)** may apply to the Life Insurance Carrier for optional life insurance, subject to the Carrier's eligibility requirements for such coverage. The terms and Conditions of the Carrier's Plan shall apply to such coverage and the cost of such coverage shall be borne one hundred percent (100%) by the employee.

21.4 Effect of Layoff on Health and Welfare Benefits

(a) Regular full-time employees who are laid off and placed on the recall list, shall have their Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan, subject to **21.3(d)**, maintained for a period of three (3) consecutive months from the date of their layoff or from the date they last worked a casual shift under Subsection **12.5(g)**, whichever is the later, provided the regular full-time employee in question pays their share of the premium costs for such coverage, where applicable.

21.5 Retirement Benefits

(a) Regular full-time employees who have completed their probationary period, shall participate in the Municipal Pension Plan of B.C. Other employees who meet the minimum requirements for enrolment in the Municipal Pension Plan may voluntarily enroll.

(b) Regular full-time employees who work past age sixty-five (65) shall be eligible to receive Medical Services Plan, Extended Health Benefits and Dental Plan on the basis of the existing **67/33** cost split. Long Term Disability and other benefits provided under Article 21, except Sick Leave [Article **21.6(c)**] and Retirement Benefits [Article **21.5(c) & (d)**] shall cease after age sixty-five (65) provided that affected regular full-time employees shall receive an additional one percent (1%) of their total earnings including overtime in lieu of these unavailable benefits.

(c) The Employer shall pay regular full-time employees, who retire at the age of sixty (60) years or older **and who have a minimum ten (10) years of full-time service at the PNE**, a retirement allowance of **six hundred dollars (\$600.00)**. This allowance shall be paid directly to the regular full-time employee, into a Registered Retirement Savings Plan or into an Income Averaging Annuity, at the regular full-time employee's direction.

(d) Where the employee has, prior to retirement, paid the full cost of extending their pensionable service [i.e. probationary service to a maximum of one (1) year], the Employer shall, upon the employee's retirement, reimburse the employee for one-half (½) of the costs previously paid by the employee provided at the time of such reimbursement the employee has reached the minimum retirement age.

21.6 Sick Leave and Weekly Indemnity Plan

(a) Regular full-time employees who normally work forty (40) hours per week and who have accumulated two thousand and eighty-eight (2088) hours worked, regular full-time employees who normally work thirty-eight (38) hours per week and who have accumulated one thousand nine hundred and eighty four (1984) hours worked and regular full-time employees who normally work thirty-five (35) hours per week and who have accumulated one thousand eight hundred and twenty-six (1826) hours worked, shall be eligible for sick leave and weekly indemnity plan benefits under this section.

(b) The Employer shall pay one hundred percent (100%) of the premium costs for the weekly indemnity plan.

(c) *Sick Leave*

(1) Regular full-time employees covered by this section shall earn one (1) day sick leave for each month actually worked or portion of a month in which a regular full-time employee actually works at least one-half (½) of the regularly scheduled full-time hours normally available in the month had the regular full-time employee worked full-time, to a maximum of twelve (12) days. Regular full-time employees who actually work less than one-half (½) of the regularly

scheduled full-time hours in any month, but more than thirty-eight (38) hours in that month, shall earn one one-half (½) day of sick leave.

(2) Each regular full-time employee's annual yearly sick leave entitlement shall be advanced on January 1st of each year. When any sick leave so advanced is used and the regular full-time employee involved terminates, for any reason, before such sick leave has been earned, an adjustment shall be made to that regular full-time employee's final cheque to repay such overpayment. Regular full-time employees who are laid off and placed on the recall list shall not be considered terminated for purposes of this subsection.

(3) During the first three (3) regular scheduled working days that a regular full-time employee, covered by this section, is unable to perform their regular duties because of a bona fide, non-occupational sickness or accident, the regular full-time employee shall continue to be paid their normal classification rate of pay and their annual sick leave entitlement shall be reduced in like amount. The maximum amount of sick leave any regular full-time employee may receive under this section in any calendar year is twelve (12) days.

(4) Regular full-time employees shall have the option of having one-half (½) of their annual sick leave entitlement that is unused in any year:

- (i) paid-out in cash; or
- (ii) banked; to be taken as time off with pay, in subsequent years, at a time which is mutually agreeable to the regular full-time employee and the applicable Manager or designate.

(5) The maximum sick leave that any regular full-time employee may accumulate under this subsection is thirty (30) days. Regular full-time employees shall be paid-out their accumulated sick leave at their normal classification rate of pay at the time such pay-out is made. The Employer shall reconcile accumulated sick leave every January.

(6) Regular full-time employees, covered under this section may take time off for medical and dental appointments and have such time off deducted from their yearly sick leave entitlement in half hour increments, provided the applicable Manager or designate has received prior notice and authorizes same.

(7) All sick time will be deducted from an employee's yearly sick leave entitlement in half hour increments.

(d) *Weekly Indemnity Plan*

(1) When a regular full time employee, covered by this section, is unable to perform their regular duties for longer than three (3) regular working days because of a bona fide, non-occupational sickness or accident, the regular full-time employee shall receive weekly indemnity benefits equal to eighty percent (80%) of their normal classification rate of pay.

(2) Weekly indemnity benefits, under this subsection, shall commence on the fourth (4th) day of each such absence and shall continue for a maximum of twenty-six (26) weeks, pursuant to the policy of the carrier mutually agreed to by the parties.

(e) When a regular full-time employee is receiving benefits under this section, the Employer shall:

(1) continue to make its contributions to the regular full-time employee's municipal pension plan, based upon the gross benefits received by the regular full-time employee;

(2) arrange with the regular full-time employee so that the regular full-time employee's contributions to the municipal pension plan are continued, based upon the gross benefits received by the regular full-time employee;

(3) pay the Employer's portion of the premium for the regular full-time employee's Medical Services Plan coverage.

(f) The Employer shall continue to pay regular full-time employees, who have applied for Weekly Indemnity (WI) Coverage while their application is being initially processed by the carrier, an amount equivalent to the amount they would receive if their WI claim is approved, provided the regular full-time employee in question would have continued work had they not suffered the applicable sickness or non-occupational disability and provided further that their sick leave, vacation and overtime credits are available to offset such payments. In the event the WI carrier rejects the regular full-time employee's claim, the Employer may recoup any wages maintained under this section from the above sources and/or from future wages earned by the regular full-time employee.

(g) *Complementary Weekly Indemnity Coverage*

(1) The Employer shall arrange with the Weekly Indemnity carrier for complementary weekly indemnity coverage for regular full-time employees who are injured and who are awaiting adjudication of their WorkSafe BC claim by the Workers' Compensation Board, and for regular full-time employees who are appealing a WorkSafe BC claim that has been rejected by Workers' Compensation Board. Pursuant to Article 21.6(d), access to such coverage shall not exceed a total of twenty six (26) weeks.

(2) In order to be eligible for complementary Weekly Indemnity coverage under this **article**, regular full-time employees are required to submit a WI application, repayment agreement and objective medical evidence that they are unable to perform their regular job to the WI carrier.

(h) *Weekly Indemnity Coverage for Laid Off Employees*

Laid off regular full-time employees who continue to work full-time weekly hours, without a break in service following their initial layoff, or who continue to work full-time weekly hours without a break in service after they have been "deemed recalled" under Article 12.5(g), shall not be considered laid-off for purposes of eligibility for Weekly Indemnity, provided that the employee must work full-time hours in two (2) consecutive weeks prior to making a WI claim in order to be eligible. Laid off full-time employees who are eligible for WI under this article may take unused sick leave that was earned prior to their layoff to cover the WI elimination period, provided they have worked full-time hours in two (2) consecutive weeks prior to the illness/injury for which the WI benefit is claimed.

21.7 Long Term Disability

(a) The Long Term Disability Plan in effect for regular full-time employees shall remain in force and effect for the term of this Agreement, subject to the Carrier's Plan regarding the eligibility requirements to receive benefits, provided that eligibility for LTD benefits shall commence after the regular full-time employee is no longer eligible for Weekly Indemnity Benefits.

21.8 Maximization of After-tax Benefits

(a) The percentage contributions made by the Employer and the regular full-time employees towards the cost of the above benefit plans shall be reallocated so as to provide the best after tax result for regular full-time employees generally, provided that by so doing, the Employer's costs do not exceed those which would result from actually applying the percentages set out in this Article (21).

21.9 Effect of Absences on Benefit Entitlement

- (a) When a regular full-time employee is off work, as a result of a compensable injury or a non-compensable sickness or injury, their Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits shall continue, provided the regular full-time employee continues to pay their share of the costs of maintaining same.

21.10 Joint Participation in Benefit Discussions

- (a) The Union will be provided with all Benefit Plan contracts entered into by the Employer and the Benefit Plan carrier(s) regarding those benefits provided by this Article (16) and the Benefit Plan annual report. The parties shall discuss what other benefit plan information is to be provided to the Union, subject to mutual agreement.
- (b) Any changes made to the benefit plans provided by this Article (**21.10**) shall be discussed with the Union or a representative appointed by the Union prior to such changes being implemented. There shall be no change in the Long Term Disability Plan without the Union's agreement.
- (c) The Employer shall not on its own volition change the benefit plans in force and effect as a means of obtaining cost savings.
- (d) In order to provide on-going opportunity for the Union to discuss and have input regarding the benefit plans provided by this article, up to two (2) representatives appointed by the Union will be invited to attend an annual meeting with the Employer's Benefit Plan Broker and, when the Employer and the Union mutually agree, a representative of the Carrier.
- (e) The parties will discuss putting the benefit plans out to tender with the objective of reducing premiums and improving benefit levels.

ARTICLE 22 - MODIFIED RETURN TO WORK PROGRAM

22.1 Purpose

- (a) The re-integration of employees who have been absent from work as a result of injury or illness into the work force represents the most effective strategy available for reducing the economic cost of absenteeism and maintaining the employability of Union members. A properly designed and administered Modified Return to Work Program minimizes the loss of expertise, resources and productive potential of the employee and is the best approach for maintaining employee potential and self-worth.
- (b) *Playland Operation*: The Modified Return to Work Program shall be applied within the Playland Operation with respect to Playland Operations employees and within the Employer's other divisions with respect to the employees of the such other divisions.
- (c) The Modified Work Program objectives are:
- (1) Maximization of employee potential and self-worth;
 - (2) Increased awareness of attendance issues for all employees;
 - (3) Reduced sick leave, insurance premiums and WorkSafe BC costs by reducing the number of workers on WorkSafe BC, sick leave, weekly indemnity and long-term disability (if and when applicable);
 - (4) Compliance with current and future statutory requirements; and
 - (5) Enhancement of the labour/management relationship.

22.2 Program Administration

- (a) The parties shall form a Joint Labour-Management Committee comprising two (2) representatives appointed by each side to administer the Modified Work Program, one of whom on the Employer's side is the Program's Disability Coordinator. The Union shall appoint the Committee Chair and the Committee shall develop its own administrative procedures. The Joint Committee shall make decisions by consensus, in accordance with the terms of this Article.
- (b) The Joint Committee has a mandate to review cases where employees have a significant restriction in their ability to perform their normal duties and who have been, or are expected to be absent from work for lengthy periods as a result of illness, injury or disability, whether or not such absences are compensable under *Workers' Compensation Act* or other insurance programs.
- (c) Cases to be reviewed by the Committee shall include those that the Disability Coordinator brings forward pursuant to Article **22.2(e)** or those cases that the Committee Chair or the affected employee request to be reviewed based upon the particular circumstances of each such case. The Committee will be supplied with a complete list of active cases prior to each meeting.
- (d) Minutes from the Joint Committees meetings shall be taken and kept by the Disability Coordinator. All discussions and meeting minutes shall be treated as strictly confidential and only for the use of the Committee members.
- (e) The Disability Coordinator shall be responsible for bringing cases forward for review by the Joint Committee, with recommendations for placements under the program. The Disability Coordinator's other duties shall include, but are not limited to, maintaining on-going contact with: employees who are absent; WorkSafe BC or other insurance carriers; rehabilitation providers; medical personnel, including employees' personal physicians/specialists and supervisors, etc.
- (f) Occupational Health & Safety Officer shall be appointed as the Program's Disability Coordinator. In the event that they or their successor is unable to serve, the Employer shall appoint a replacement.
- (g) When the Joint Committee is of the opinion, based upon objective medical evidence available to it, that an absent employee is a suitable candidate for a return to work under the Program and, in the case of compensation WorkSafe BC agrees, the employee in question is expected to accept the work.
- (h) Employees placed under the Modified Work Program by the Joint Committee shall be notified in writing outlining the particulars of their specific plan including: start/end date, employee and Employer responsibilities and schedule for evaluation.
- (i) Normal access to the Modified Work Program shall be for a specified term determined by the Joint Committee. Where circumstances warrant extended recovery periods, time frames may be altered to accommodate special circumstances.

22.3 Dispute Resolution Procedures

- (a) This dispute resolution procedure shall be utilized in cases where:
 - (1) the Joint Committee is unable to reach consensus as to whether a particular absent employee is expected to undertake a return to work under the Program, or
 - (2) an employee, designated for a return to work by the Joint Committee, wishes to dispute that designation, on the basis of medical evidence received from their personal physician which states they are medically unfit to perform the work in question.
- (b) The parties shall mutually agree on a physician who shall be appointed to adjudicate whether an employee is medically fit to perform the return to work assignment in question. The designated

physician shall conduct an Occupational Fitness Assessment (OFA) or similar procedure, in order to objectively determine whether the employee in question is fit to return to work and what, if any, accommodations are required to expedite that return.

(c) Should the occupational physician next in line to adjudicate a case be unable or unwilling to do so, the other named physician shall do so. When one of the named physicians is permanently unable or unwilling to act, the party making the initial appointment shall name a permanent replacement.

(d) When the occupational physician adjudicating any case determines that an employee is medically fit to perform the work assignment in question, the employee shall be expected to accept such work.

(e) The cost of having the above listed doctors adjudicate cases under this section shall be borne by the Employer.

ARTICLE 23 - CONDITIONS APPLYING TO OTHER THAN REGULAR FULL-TIME EMPLOYEES

23.1 Percentages in Lieu of Benefits

(a)

(1) Commencing on their first day of employment, regular part-time employees and casual employees shall be paid ten percent (10%) of their total earnings, including overtime, in lieu of the benefits provided under this Agreement (e.g. annual vacations, statutory holidays, group life, medical, extended health benefits and dental coverage).

(2) This amount shall be increased to sixteen percent (16%) for regular part-time employees, after they have completed their probationary period.

(b)

(1) Seasonal employees shall be paid five percent (5%) of their total earnings, including overtime, in lieu of the benefits provided under this Agreement (e.g. annual vacations, statutory holidays, group life, medical, extended health benefits and dental, sick leave and weekly indemnity coverage), commencing on their first day of employment each year. This percentage shall be increased to six and one-half percent (6.5%) for each such seasonal employee who works in excess of two hundred and sixty-seven (267) straight-time hours over any two (2) consecutive operating seasons, eight percent (8%) for each such seasonal employee who actually works in excess of five hundred and thirty-four (534) straight-time hours over any two (2) consecutive operating seasons.

(2) Seasonal employees, who have attained seasonal seniority, shall be paid fourteen percent (14%) of their total earnings, including overtime, in lieu of the benefits provided under this Agreement (e.g. annual vacations, statutory holidays, group life, medical, extended health benefits and dental plan, sick leave and weekly indemnity coverage). Effective January 1, 2018, Seasonal employees, who have attained seasonal seniority, shall be paid sixteen percent (16%) in lieu.

(c) Commencing on their first day of employment, fair-time employees shall be paid four and one-half percent (4.5%) of their total earnings, including overtime, in lieu of the benefits provided under this Agreement (e.g. annual vacations, statutory holidays, group life, medical, extended health benefits and dental coverage).

This percentage shall be increased to five and one-half percent (5.5%) for fair-time employees in their second (2nd) and subsequent calendar years of employment.

(d) Playland seasonal employees who have achieved seasonal seniority shall be paid fifty cents (\$0.50) per hour in addition to the applicable basic rate. **Effective January 1, 2018, Seasonal employees who have attained seasonal seniority shall no longer receive the additional fifty cents (\$0.50) per hour.**

23.2 Hours of Work and Overtime

(a) The normal daily and weekly hours of work for regular part-time employees and casual employees working in a position normally occupied by a regular full-time employee, shall be the normal hours worked by such regular full-time employee.

(b) Regular part-time employees shall not normally be employed for more than thirty-six (36) hours per week, except that regular part-time employees may work up to forty (40) hours per week during the Fair Period, or if mutually agreed between the parties.

(c) The normal daily and weekly hours of work for fair-time employees shall be up to eight (8) hours per day and up to forty (40) hours per week.

(d) *PNE Operation:* Regular part-time employees and casual employees shall have at least eight (8) clear hours off between shifts worked. Where a regular part-time employee or casual employee is required to work during the eight (8) hour work-free period, the time so worked shall be subject to the appropriate overtime provisions.

(e) *Playland Operation:* Except for casual employees and seasonal employees covered by the previous subsection or when the parties have agreed otherwise, the normal daily and weekly hours of work for casual employees and seasonal employees shall be a maximum of eight (8) hours per day and forty (40) hours per week, as the case may be.

(f) Overtime rate of pay will be paid on the following basis to regular part-time employees, casual employees, seasonal employees and fair-time employees:

(1) one and one-half times (1½x) the regular straight-time rate of pay applicable to the work being performed for first two (2) hours of overtime worked in a day, after completing seven (7), seven and one half (7.5) or eight (8) hours, as the case may be; and

(2) two times (2x) the regular straight-time rate of pay applicable to the work being performed for the balance of overtime worked on that day; and

(3) two times (2x) the regular straight-time rate of pay applicable to the work being performed for all overtime worked in a week after the completion of thirty-five (35), thirty-seven and one half (37.5) or forty (40) hours that week, as the case may be.

(g) *Playland Operation:* Section **14.4** notwithstanding, casual employees who work regularly scheduled part-time hours during the Division's non-operating season shall be covered by the provisions of this Section (**23.2**), if and only if they are required by the Employer to accept a call-out during their non-working periods.

23.3 Statutory Holidays and Vacations

(a) The statutory holidays set out in Article **19** are considered normal working days for regular part-time employees, casual employees, seasonal employees and fair-time employees. Payment for statutory holidays not worked is included in the percentage received by these regular part-time employees, casual employees, seasonal employees and fair-time employees under Section **23.1**. They do not also receive compensatory time off in lieu of statutory holidays. When a regular part-time employee, casual employee, seasonal employee or fair-time employee actually works on a named

statutory holiday, they shall be paid regular straight-time rate of pay for the normal daily hours worked on that day and overtime rate of pay thereafter.

(b) Regular part-time employees may request annual vacation time off without pay on the basis of the table set out in Appendix A.

23.4 Health and Welfare Benefits

(a)

(1) Regular part-time employees who have completed their probationary period and who have worked a minimum of four hundred (400) hours in the previous year shall be permitted to avail of any or all of the following benefits: Basic Medical (MSP), Extended Health Benefits and Dental Plan Benefits pursuant to the applicable Benefit Carrier's Plan, provided the regular part-time employee pays one hundred percent (100%) of the costs for such coverage. **Employee eligibility for benefits will always be subject to the terms and conditions set out in the Benefit Carrier's Plan. Wherever there is a discrepancy between the Collective Agreement language and the Benefit Carrier's Plan requirements, the Benefit Carrier's Plan will prevail.** To remain eligible to avail of this option an employee must continue to work a minimum of four hundred (400) hours each year.

(2) **The regular enrolment period for part-time employees is four (4) months from the date in which seniority has been reached. Enrolled employees will be responsible for paying the fees, effective the subsequent month following the date in which seniority has been reached.**

(3) **Employees may apply to the applicable Benefits Carrier for enrolment outside of the regular enrolment period as a "late applicant". Eligibility for late enrolment will always be subject to the discretion of the Benefits Carrier.**

(4) A regular part-time employee who has purchased benefits under this Article **23.4(a)** and who is unable to maintain the above four hundred (400) hours worked eligibility requirement as a result of bona fide medical reasons (proof of illness or injury may be required by the Employer) shall not be disqualified from eligibility as a result of the failure to work the requisite hours for that reason.

(5) Regular part-time employees who avail of this option must take the benefit(s) in question for the full twelve (12) consecutive month period and they must pay for such benefits(s) in advance no later than the start of each month.

(6) Regular part-time employees who avail of any benefit under this section and who default on the required advance monthly payment shall have all benefits cancelled. They shall be eligible to re-establish benefit coverage in accordance with the terms of this section, provided they repay all premium amounts for the period between the date of the default to the date coverage is re-established. Regular part-time employees who default a second time shall not thereafter be permitted to avail of benefits under this section.

(7) Regular part-time employees who are purchasing benefits under this Article **[23.4(a)]** as at October 12, 2011 shall be exempt from the above requirement to work a minimum of four hundred (400) hours in each year in order to maintain such benefit coverage, provided that they do not let their current benefit coverage lapse. These employees who let their current benefit coverage lapse shall be required thereafter to work a minimum of four hundred (400) hours in the previous year to re-establish such benefit coverage and they shall thereafter be required to work a minimum of four hundred (400) hours each year to maintain such re-established coverage.

23.5 First Aid Certification

(a) Part-time employees with seniority who are required by the Employer to have an OFA Level II certification or an OFA Level III certification shall be eligible to have their re-certifications subsidized as per the following eligibility requirements:

(1) For part-time employees with seniority who have completed three (3) or more years of service, the below eligibility requirements shall be averaged over the previous three (3) years (for example – if the employee averages 700+ hours per year over the three (3) year period, their subsidy shall be fifty percent (50%):

- 700+ hours = fifty percent (50%) subsidy;
- 500 hours – 699 hours = forty percent (40%) subsidy;
- 300 hours – 499 hours = thirty percent (30%) subsidy

(2) For part-time employees with seniority who have not completed three (3) years of services, the above eligibility requirements shall apply on the basis of the previous year, as applicable.

(3) To be eligible for this subsidy the employee must not be eligible for subsidization through any other organization, they must not be employed in a full-time capacity with another organization and original recertification documentation and receipts must be provided to the Human Resources Department prior to the subsidy being granted.

23.6 Shift Differential

(a) Regular part-time employees and fair-time employees shall not be paid shift differential unless they are relieving a regular full-time employee on a shift that would have otherwise paid shift differential to the regular full-time employee.

(b) Seasonal employees shall not be paid shift differential.

(c) Casual employees shall be eligible to earn shift differential pursuant to Section 17.2 and shall be paid such differential on the same basis as regular full-time employees.

(d) Regular part-time Public Safety Employees who work security on movie shoots (includes TV shoots and commercial shoots) for a minimum of six (6) hours between the hours of 12:00 am to 8:00 am shall be paid a premium of nine percent (9%) of their basic straight-time wages earned during that period.

23.7 Regular Part-time Employee Shift Scheduling

(a) Regular part-time employees shall normally be scheduled to work on the basis of their seniority, in accordance with the following subsections:

(1) Regular part-time employees who have attained seniority shall indicate **up to three (3)** days they wish to take off as rest days each week. The Employer shall make every effort to comply with such requests provided that requests for **Friday**, Saturday and/or Sunday off may not be granted.

(2) Regular part-time employees are free to change the days they wish to take off each week in accordance with Subsection (7) below.

(3) Regular part-time employees shall be considered as available for work on any day, which has not been requested off under this subsection.

- (4) In addition to their days off, regular part-time employees who have attained seniority shall also indicate their availability to work day shifts, evening shifts, and/or graveyard shifts. However, employees may only indicate day, evening or graveyard shift preferences if those shifts are regularly available in their job classification.
- (5) For purposes of this Section (23.7), a day shift is defined as a shift ending not later than 5:00 p.m. and an evening shift is defined as a shift that does not start before 5:00 p.m. A graveyard shift is defined as a shift starting on or after 11:00 pm and ends on or before 8:00 am.
- (6) Shifts which overlap these definitions shall only be filled by regular part-time employees who have indicated that they are prepared to work either shift.
- (7) Regular part-time employees within the Public Safety department, and other departments if applicable, are free to change their availability for work in accordance with the following subsection.
- (i) During each two (2) month period, commencing January 1st of each year, regular part-time employees who have attained seniority shall be given an opportunity to indicate desired changes in their weekly days off and/or their availability for work assignments.
 - (ii) Such changes shall take place on the first (1st) day of the next two (2) month period.
- (8) h) Regular part-time employees may be excused from days of availability, provided they meet the conditions for authorized leave under the Employer's policy and as set out in Section 25.5.
- (9) Regular part-time employees may also be excused from work on days they are required to be available, provided they give reasons acceptable to the Employer. The Employer will not unreasonably withhold its approval of absences under this subsection.
- (10) Except as provided for above, regular part-time employees who fail to confirm their shifts or who are absent from work for unacceptable reasons a total of five (5) times in any twelve (12) month period may be terminated.
- (11) Regular part-time employees who are absent for unacceptable reasons or who fail to confirm their shift assignments shall be notified of same by the Employer on each occasion. They shall be warned in such notices that additional absences may result in termination. The Employer **will notify** the Union **once an employee reaches three (3) of the five (5) unacceptable absences.**
- (12) Except as set out in Subsection (13) below, regular part-time employees who have attained seniority shall be placed in classifications on their scheduled shifts, other than supervisor classifications, as much as operationally possible on the basis of qualifications and seniority, so that the senior qualified employees receive preference to work in those classifications with the highest hourly rates of pay. The Employer will consider seniority when assigning employees to work as supervisors, all other things being equal.
- (13) To be assigned to work in the Special Security jobs that might require the incumbent to be involved in physically restraining or evicting patrons, Public Safety employees must undoubtedly have the skill and physical ability to safely perform such work.
- (b) Regular part-time employee shift schedules shall be provided one (1) week in advance of their effective date.

(c) Unscheduled events shall be handled on an on-call basis, utilizing regular part-time employees who are not scheduled to work on the day of the unscheduled event, in seniority order. **As much as practicably possible, on-call shifts that are at a higher rate of pay and/or are a longer length should be offered to the most senior qualified employee. In this situation, when an employee changes their schedule, their previously assigned shift will also be re-assigned on a seniority basis.**

(d)

(1) Except as provided for elsewhere in this Agreement or where a mutually agreed upon different practice exists (i.e. concessions), the longer shifts in each classification shall be given to regular part-time employees in such classification who have attained seniority, on the basis of their seniority, provided the difference in length of shift involved is one (1) hour or more.

(2) When a regular part-time employee does not report to a shift assigned on the basis of Subsection (1), such shift shall be assigned to the next available regular part-time employee who is not already scheduled to work, in order of seniority, provided that no bumping is permitted in such situations.

(3) Provided operational requirements permit, the Employer will maximize the length of shifts for employees who have attained seniority (example two shifts of four hours might be combined into one shift of eight hours). For the purposes of this Subsection (3), the Employer's operational requirements include, but are not limited to, its ability to provide employees who do not work full-time and/or on a year round basis, with sufficient work overtime to ensure that trained and competent employees are always available to work when the need arises.

23.8 Parking Department - Shift Sign-up

(a) Section **23.7** notwithstanding, regular part-time employees who work in the Parking Department and who have attained seniority may sign-up for work on specific available shifts in accordance with the following subsections:

(1) Regular part-time employees who work in the Parking Department and who have attained seniority may sign-up for the shifts they prefer to work.

(2) The Parking Supervisor shall review the shift sign-up sheets and shall attempt, as much as possible, to assign shifts on the basis of the stated preferences.

(3) When there is a conflict between regular part-time employees who have signed-up or when more regular part-time employees have signed-up than are needed for a particular shift, the Parking Supervisor shall assign such shift on the basis of seniority.

(4) When an insufficient number of regular part-time employees sign-up for a particular shift, the Parking Supervisor shall assign regular part-time employees on the basis of Section **23.7** above.

(b) Regular part-time employees working for the Parking Department who have not attained seniority shall be assigned shifts on a first-come, first-serve basis.

23.9 PNE Public Safety Ability to Work Playland

PNE Public Safety employees with seniority, who have the required skills and ability (including but not limited to the skill and physical ability to safely restrain or evict patrons) will be offered work in Playland by seniority when there are insufficient seasonal Playland Security employees to cover the available work.

23.10 Applications by Regular Part-time Employees for Posted Positions

- (a)
- (1) Regular part-time employees seeking to attain a permanent position shall make this desire known to the Human Resources Department, indicating their particular areas of interest.
 - (2) When permanent positions are posted for such areas, the Human Resources Department shall attempt to contact those regular part-time employees who have indicated an interest in working in that area, to inform them of the vacancy.
 - (3) In addition, the Human Resources Department shall forward a copy of such posting(s) to the address that the interested regular part-time employee has on file.

ARTICLE 24 - EVENT SWEEPING – PNE OPERATION

- (a) **Housekeeping employees shall not perform the regular duties of the full-time labourers, including post-event washroom cleaning, and sweeps of trade and flat shows, unless all full-time labourers, custodians, ice makers, including those on layoff, have been called in and given an opportunity to work at straight-time rates.**

ARTICLE 25 - LEAVES OF ABSENCE**25.1 Leave for Union Business**

- (a) Regular employees who become officers of the Union or employees of the Union shall be granted a leave of absence to perform such duties. During the period of such leave, they shall retain their seniority date (if applicable) and they shall continue to accumulate Employer service, as if they had continued to actually work and, if they immediately return to work at the conclusion of their leave period, their seniority and Employer service shall be reinstated. In the case of those regular employees who are on leave for purposes of employment with the Union, the period of leave shall not exceed thirty-six (36) months. However, extensions may be granted by mutual agreement. Regular part-time employees who take leave under this article shall retain the Health and Welfare Benefit eligibility they had prior to going on such leave, subject to the provisions of the carrier's plan(s).
- (b) Regular full-time employees and regular part-time employees who act as job stewards, members of the Union's executive or who otherwise represent the Union in an official capacity, may temporarily leave their employment for purposes of collective bargaining or settling grievances, as defined in Section 7.1, without a loss of pay, provided they have received permission from their respective Manager or designate and provided they would otherwise be working.
- (c) Provided operational requirements permit, officers of the Union may be granted short term leaves of absence without pay to perform other Union business. Requests for leave under this subsection shall be given preference over any other applications for leave on the same day.
- (d) All collective bargaining shall be carried out by a bargaining committee on behalf of the Union. **The Committee shall be comprised of up to a total of five (5) employees, with at least two (2) of whom are regular full-time from the PNE Operations, at least two (2) of whom are regular full-time from the Playland Operations and one (1) of whom is from any department the Union deems appropriate, and while serving on this committee shall receive no loss of pay for the time so spent in accordance with the following subsections.**
- (1) The Employer shall pay regular straight-time rate of pay to such regular full-time employees for any seven (7), eight (8) **or nine and one-half (9.5)** hour shift, as applicable, they

are unable to work by reason of their attendance at bargaining meetings between the Union and the Employer.

(2) No overtime shall be paid when bargaining meetings go beyond seven (7) or eight (8) hours and beyond the end of such regular full-time employee's normally scheduled shift, except where the regular full-time employee is scheduled to work overtime and cannot do so, when the Employer shall pay the regular full-time employee an amount equal to the overtime they would have earned had he/she worked.

(3) When the employee in question is a regular part-time employee or casual Playland Operation employee, the Employer shall pay regular straight-time rate of pay for any shift he/she was scheduled to work or would have been scheduled to work on the basis of seniority, had they not been in attendance at bargaining meetings between the Union and the Employer.

(e) Requests for leave under this Section (25.1) shall be submitted through the applicable Manager or designate to the **Vice President, Human Resources** for approval.

25.2 Bereavement Leave

Regular part-time employees with seniority and **Playland seasonal employees with seniority** shall be eligible for **bereavement** leave under Section 25.2(a) and (b) in the event of the death of a member of the employee's immediate family as defined in Section 25.2(a), provided the requested leave falls within the five (5) calendar day period immediately following the death and provided further that the employee is otherwise scheduled to work on any day in this period for which leave is requested. Pay under this section shall be limited only to those hours they would have otherwise worked on each day for which leave is granted.

(a) Regular full-time employees who have completed six (6) months of continuous service may be granted **bereavement** leave without loss of pay for up to three (3) working days, in the event of the death of the following:

(1) the employee's wife, husband, child, **step-child**, brother, sister, **step-sibling**, parent, parent (including legal guardian with whom employee lived), **step-parent**, parent-in-law, grandparent or common-law spouse (including same sex spouse); or

(2) any other relative, provided such relative was living in the employee's household at the time of the death.

(b) Regular full-time employees who qualify for **bereavement** leave under this section and who are required to both attend to affairs connected with the funeral and to travel in connection with the funeral, outside of the lower mainland of British Columbia, may be granted additional leave of two (2) working days, without loss of pay.

(c) Regular full-time employees, who qualify for **bereavement** leave under this section may be granted leave of up to one-half (½) day without loss of pay in order to attend the funeral of any person not listed above, if approved by the **Vice President, Human Resources**.

(d) Requests for leave under this Section (25.2) shall be submitted through the applicable Manager or designate to the **Vice President, Human Resources** who shall determine and approve the number of days to be granted in each case.

(e) Regular full-time employees who qualify for **bereavement** leave under this section may be granted such leave when they are on annual vacation, if approved by the **Vice President, Human Resources**.

- (f) Regular full-time employees who are absent on sick leave, with or without pay, or who are absent on Workers Compensation, shall not be entitled to **bereavement** leave under this section.

25.3 Family Illness Leave

- (a) Regular full-time employees shall be eligible to utilize up to three (3) days per year of their annual sick leave entitlement, under Section **21.6**, to attend to the illness of a parent, spouse or child living in the same household as the regular full-time employee, which illness makes it impossible for the regular full-time employee to attend work as scheduled. At the sole discretion of the **President & CEO** or designate such time may be extended on a case by case basis, when circumstances warrant.

25.4 Leave for Public Office

- (a) Employees wishing to seek public office may request leave of absence, without pay, prior to filing any necessary nomination papers. **Public Office includes nominations to Indigenous governing bodies.** Such leave may be granted at the Employer's discretion. Requests for leave under this section shall be submitted, through the applicable Manager or designate to the **Vice President, Human Resources** for approval.

25.5 General Leave

- (a) Employees shall be entitled to request leave of absence, without pay and without loss of seniority, provided they have good and sufficient cause for so doing. Requests for leave under this section shall be submitted, through the applicable Manager or designate to the **Vice President, Human Resources**, which requests shall not be unreasonably denied.

25.6 Leave for Court Appearances

- (a) Regular employees who are subpoenaed to perform jury duty or to appear as a witness on any day when they are regularly scheduled to work shall be reimbursed for the difference between the pay they receive for such jury or witness duty and the normal straight-time earnings they would have received had they worked. Reimbursement under this section shall not exceed pay for the normal straight-time hours the Regular employee would have worked in the day or the week in question.
- (b) In order to be eligible for reimbursement under this section, the regular employees shall furnish satisfactory proof that they actually performed the jury or witness duty.
- (c) When the Regular employee is no longer required by the Court, they shall return to work, provided that the total number of hours involved in both the court appearance and work on that day, including reasonable travel time between the place of the court appearance and the place of work, does not exceed the hours normally worked by the Regular employee.
- (d) Any expense monies (e.g. travel allowance, etc.) received by the regular employee for their court attendance shall be retained by the Regular employee.
- (e) Requests for leave under this section shall be submitted, through the applicable Manager or designate to the **Vice President, Human Resources** for approval.

25.7 Pregnancy, Parental and Adoption Leave

- (a) Pregnancy leave and parental leave shall be granted to a maximum of fifty-two (52) weeks of unpaid leave. Adoption leave shall be granted to a maximum of thirty-seven (37) weeks within the fifty-two (52) week period after the adopted child is placed with the adoptive parents. Pregnancy, adoption and parental leave requests shall be in writing and shall state the last day to be worked and the expected date of return to work.

- (b) The combined maximum leave for employees taking both pregnancy and parental leave in relation to the same birth shall be fifty-two (52) weeks.
- (c) Employees on pregnancy leave who have notified the **Vice President, Human Resources** of their intention of returning to work and who subsequently suffer an illness which prevents such return, shall be entitled to receive sickness and accident benefits under Section **21.6**, commencing on the first working day on which they would otherwise have returned to work, provided they were eligible for sickness and accident benefits at the time the maternity leave commenced.
- (d) Employees on pregnancy, adoption and parental leave shall continue to accrue seniority and service for service related benefit entitlements.
- (e) When an employee is off work on pregnancy, adoption and parental leave, the Employer shall continue to make its share of the premium payments for the benefit plans in which the employee is enrolled prior at the commencement of the leave, provided the employee pays their share of such premium costs.
- (f) Employees returning from pregnancy, adoption or parental leave shall return to their former position provided that such position continues to exist. If the position does not exist because the Employer has eliminated the position or the incumbent would have been laid off had they not been on the leave, the seniority provisions of the Collective Agreement shall apply.
- (g) Full-time employees on pregnancy leave, adoption leave or parental leave, who apply for and are approved for coverage under the Employment Insurance Supplementary Employment Insurance Plan, Appendix B (proof of which may be required), shall receive a supplement from the Employer during the first **three (3)** weeks of such leave that is equivalent to eighty-five percent (85%) of the straight-time earnings the employee would have earned had the employee continued working. Employees shall not be eligible to receive this supplement more than once per birth or adoption.

ARTICLE 26 - CONTRACTING OUT

- (a) Except as provided below, the Employer shall not contract out work which is normally and regularly performed by members of the bargaining unit when it could result in the layoff of the regular employees; or the failure, under Article **12.5(f)** to offer such work on a casual basis to laid-off regular employees possessing the required skills, knowledge and ability.
- (b) The Employer shall have the right to contract out work when:
 - (1) it has provided the Union representatives on the Contracting-Out Committee with not less than thirty (30) calendar days' notice to allow for the discussion under Article **26(c)(4)** to take place, in cases where the PNE Tech Services function or the Playland Tech Services function intends to contract out work, in non-emergency situations, that is not on the Historical Contracting-Out List;
 - (2) it does not have the necessary equipment or facilities to perform the work; or
 - (3) it does not have employees with the required skills, knowledge and ability to perform the work; or
 - (4) an emergency occurs.
- (c)
 - (1) The above notwithstanding, the Employer may continue to contract out work which it has historically contracted out.

(2) The Employer and the Union shall form a standing Contracting-Out Committee comprising up to three (3) representatives appointed by each side. It is understood that the Committee may, from time to time by consensus agreement, involve other people to assist it in its deliberations. Committee meetings shall be held at mutually agreeable times.

(3) As its first order of business, the Contracting-Out Committee shall review all work (by nature and type – not necessarily by particular contracts), of the same nature and type that the Employer has historically contracted-out by the PNE Tech Services function and the Playland Tech Services function, in order to establish a comprehensive list of all such contracted work. This Historical List of contracts will serve as the basis for the administer Section **26(c)(1)** going forward.

(4) The Committee shall then discuss the intended contracting out to determine whether there are alternatives to contracting out the work in question and/or whether Article **26(b)** would be violated, if the Employer proceeds with the contract.

(5)

(i) When the Committee cannot agree whether the intended contract will violate Article **26(b)** or whether the work in question should be put on the Historical List, the matter shall be referred, on an expedited basis to Chris Sullivan, who shall serve as the parties' Contracting-Out Referee (or, at the request of either party, to an alternate mutually agreeable Contracting-Out Referee agreed to by the parties). The Contracting-Out Referee shall make a without prejudice determination, on a case-by-case basis, as to whether **26(b)** would be violated were the intended contract to proceed, or whether the work in question is to be placed on the Historical Contracting-Out List.

(ii) If the Contracting-Out Committee or the Contracting-Out Referee determines that the intended contract would violate Article **26(b)**, the intended contract may not proceed. If that question is answered in the negative, the Employer is free to proceed with the contract and in such eventuality the contract shall be added to the Historical List.

(iii) If the Contracting-Out Referee determines that the work in question should be placed on the Historical Contracting-Out List, it shall be added to the Historical List.

(iv) In emergency situations, the Employer may proceed with the contract before notifying the Contracting-Out Committee, provided it does so as soon as possible after the fact, but not more than five (5) calendar days. In such cases, the work of the Committee (including the Contracting-Out Referee process, if necessary) shall take place retrospectively in order to establish whether an emergency situation existed and/or whether Article **26(b)** was violated. In such cases, the Contracting-Out Referee has jurisdiction to award such non-punitive damages as the Referee believes is appropriate in the circumstances, when the Referee finds that no emergency existed or that Article **26(b)** was violated.

(v) The decision of the Contracting-Out Referee shall be provided to the parties within three (3) working days (Monday – Friday) after the matter has been referred by the parties. The parties shall each pay one-half (½) of the cost and expenses of the Contracting-Out Referee.

(d)

(1) Recognizing the goal of the Union is to have as much work done in-house by bargaining unit employees as possible, and to return to the bargaining unit work that was historically

performed by the bargaining unit but which is currently contracted out, the Contracting-Out Committee has a mandate to discuss, without limitation, any situation where the Employer contracts out work (i.e. such discussions are not limited to contracting out by the PNE Tech Services function and the Playland Tech Services function and can include contracting-out situations that are on the Historical Contracting-Out List).

(2) The purpose of these discussions is to determine whether it is feasible to have such work performed in the future by bargaining unit employees, including the purchase of equipment to allow this to happen, if applicable.

(3) The Employer shall not unreasonably refuse to use bargaining unit employees to perform work that was formerly contracted out when the Contracting-Out Committee, by consensus, agrees that it is feasible to do so.

(4) Without limiting the Contracting-Out Committee's mandate in this regard, it should not, generally speaking, be considered feasible to do the work in question in-house when the cost of so doing would be substantially more expensive than using a contractor, or it is reasonable to assume that the work in question might not be completed to an acceptable standard or in a timely fashion, were it to be performed in-house.

(e) The Employer shall not fail to replace or repair equipment or facilities solely as a means of creating a situation where it may then increase its use of contractors.

(f) The Employer shall not utilize contractors with the sole intention of eroding the Union's bargaining unit overtime.

(g) Where contractors are used as a result of the need for specialized equipment or infrastructure, the Employer will make reasonable effort to convince the contractor to use bargaining unit employees as labour on such projects.

(h) The Employer shall include in all lease arrangements a provision requiring the maximum possible use of bargaining unit employees. The Contracting-Out Committee has a mandate to discuss and monitor the application of this Section [26(g)] .

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.1 Technological Change Application

(a) This article applies when the Employer introduces or intends to introduce a technological change that:

(1) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and

(2) alters significantly the basis upon which this Agreement was negotiated.

27.2 Notice of Technological Change

(a) The Employer shall give the Union at least ninety (90) days' written notice of any intended technological change, as defined above.

27.3 Process for Dealing with Technological Change

(a) The parties shall meet to negotiate matters arising out of technological changes introduced by the Employer. If such matters cannot be resolved through these negotiations, either party may refer

the unresolved matters to an arbitration board under Section 7.4, bypassing all other steps in the grievance procedure.

(b) The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change. Upon making a determination that the Employer has introduced a technological change or intends to do so, the Board:

- (1) shall inform the Minister of Labour of its findings; and
- (2) may then, or later, make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement, unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Employer not proceed with the technological change for such period, not exceeding ninety (90) days, as the Board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change; and/or
 - (iv) that the Employer pay to that employee such compensation in respect to the employee's displacement as the Board considers reasonable.

ARTICLE 28 - PERSONNEL FILES (INCLUDING DISCIPLINE)

(a) Employees or their designates shall have access to all material contained in their official personnel files, at a time mutually convenient to the employee or designate and the Employer, provided such examinations may only take place in the presence of a person authorized by the Employer.

(b) Employees shall be entitled to receive a copy of any document contained within their file, at the time of the above examination.

(c) Employees shall be provided with a copy of all letters of reprimand, censure, and any other documents placed on their personnel files which may serve as the basis of disciplinary action. The Union shall also be provided with copies of such material.

(d) Employees shall have recourse to the grievance procedure, should they wish to dispute any entry or document in their personnel files. The eventual resolution of such grievances shall form part of the employee's official personnel file.

28.1 Removal of Prior Discipline

(a) Disciplinary documents, except for those of a "grave" nature as defined in the Employer's progressive discipline policy, shall be removed from an employee's personnel file as follows:

- (1) *Minor infractions:* after twenty-four (24) months have expired from the date such discipline was issued, provided the employee has received no other discipline of a similar nature during such period.
- (2) *Major infractions:* after thirty-six (36) months have expired from the date such discipline was issued, provided the employee has received no other discipline during such period.

(3) For purposes of this section “minor” and “major” discipline are as defined in the Employer’s progressive discipline policy. All disciplinary notices will indicate whether the Employer considers the conduct to be minor or major.

28.2 Union Representation

(a) The Employer shall advise the employee that they have the right to have a shop steward or other Union representative present prior to any meeting between the Employer and that employee where formal disciplinary action is to be taken (written warnings, suspensions or termination, not verbal warnings), or where the Employer is investigating whether formal disciplinary action should be taken against that employee. Reasonable opportunity will be provided for the employee to arrange for a shop steward or other Union representative to attend prior to the commencement of the meeting.

If a shop steward or other Union representative is not reasonably available to attend a meeting under this Section (28.2) in a timely fashion, or if the Employer believes the severity of the disciplinary situation warrants, the Employer may proceed with the meeting in the absence of a shop steward or other Union representative, provided a disciplinary meeting takes place within three (3) working days if the employee requests such meeting, unless the parties mutually agree to a later meeting.

ARTICLE 29 - MISCELLANEOUS PROVISIONS

29.1 Other Conditions and Benefits applicable to Regular Full-Time Employees

(a) Any working conditions, holiday benefits, welfare benefits, or other conditions of employment presently in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of this Agreement.

29.2 Mileage Allowance

(a) Regular full-time employees required to use their private vehicles in the performance of their employment duties shall be paid a mileage allowance equal to the current City of Vancouver mileage allowance schedule.

29.3 Indemnity Clause

(a) The Employer agrees to save harmless and shall indemnify regular full-time employees from and against all loss, costs, damages, or expenses incurred or suffered while carrying out their employment duties and in accordance with the policies, procedures and requirements of the Employer.

29.4 Washing of Trucks and Equipment

(a) The washing of Employer trucks and equipment shall be part of the normal duties of the drivers and operators using such trucks and equipment, as and when such instructions for washing are given by the applicable Manager or designate.

ARTICLE 30 - LETTERS OF UNDERSTANDING

(a) The following Letters of Understanding are appended to and form part of this Agreement:

L of U #1	Re: Draft Beer Sales in Concession Stands
L of U #2	Re: Playland Tool Allowance
L of U #3	Re: F&B Server Classification to Dispense Beer
L of U #4	Re: First Aid Certificates

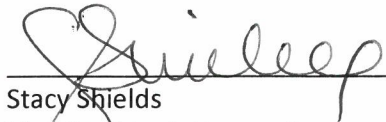
L of U #5	Re: Parking
L of U #6	Re: Successorship
L of U #7	Re: Exempt Employees Performing Work of the Bargaining Unit
L of U #8	Re: Extension of the Fair Period
L of U #9	Re: Playland Vacation Scheduling Trial
L of U #10	Re: Playland Operations – Scheduling Trial
L of U #11	Re: Playland Technician Progression and Training
L of U #12	Re: Automated Shift Scheduling
L of U #13	Re: Facility & Site Enhancement Opportunities
L of U #14	Re: Playland Groundskeeper
L of U #15	Re: Regular Part-Time Employee Conversion To Regular Fulltime
L of U #16	Re: Part-time Employee Pay During New Year's Eve Events
L of U #17	Re: Minimum Wage

Signed in the City of Vancouver, B.C. this 26 day of June, 2018

ON BEHALF OF THE EMPLOYER

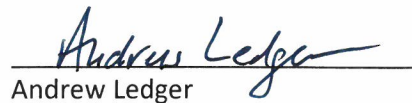


Mike McDaniel
President and CEO



Stacy Shields
Vice President, Human Resources

ON BEHALF OF THE UNION



Andrew Ledger
President



Kirsten Daub
Business Agent

APPENDIX “A”

ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENTS

YEAR HIRED	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
2020												10
2019											10	15
2018										10	15	15
2017									10	15	15	15
2016								10	15	15	15	15
2015							10	15	15	15	15	15
2014						10	15	15	15	15	15	15
2013					10	15	15	15	15	15	15	15
2012				10	15	15	15	15	15	15	15	15
2011			10	15	15	15	15	15	15	15	15	20
2010		10	15	15	15	15	15	15	15	15	20	20/5
2009	10	15	15	15	15	15	15	15	15	20	20/5	20
2008	15	15	15	15	15	15	15	15	20	20/5	20	20
2007	15	15	15	15	15	15	15	20	20/5	20	20	20
2006	15	15	15	15	15	15	20	20/5	20	20	20	20
2005	15	15	15	15	15	20	20/5	20	20	20	20	20/5
2004	15	15	15	15	20	20/5	20	20	20	20	20/5	20
2003	15	15	15	20	20/5	20	20	20	20	20/5	20	25
2002	15	15	20	20/5	20	20	20	20	20/5	20	25	25
2001	15	20	20/5	20	20	20	20	20/5	20	25	25	25
2000	20	20/5	20	20	20	20	20/5	20	25	25	25	25/5
1999	20/5	20	20	20	20	20/5	20	25	25	25	25/5	25
1998	20	20	20	20	20/5	20	25	25	25	25/5	25	25
1997	20	20	20	20/5	20	25	25	25	25/5	25	25	25
1996	20	20	20/5	20	25	25	25	25/5	25	25	25	25
1995	20	20/5	20	25	25	25	25/5	25	25	25	25	30/5
1994	20/5	20	25	25	25	25/5	25	25	25	25	30/5	30
1993	20	25	25	25	25/5	25	25	25	25	30/5	30	30
1992	25	25	25	25/5	25	25	25	25	30/5	30	30	30
1991	25	25	25/5	25	25	25	25	30/5	30	30	30	30
1990	25	25/5	25	25	25	25	30/5	30	30	30	30	30/5
1989	25/5	25	25	25	25	30/5	30	30	30	30	30/5	30

APPENDIX “B”**INTEGRATION OF PLAYLAND OPERATIONS AND PNE OPERATIONS**

1. When a Playland Operations employee is selected to fill a posted vacancy in the PNE Operations Seniority Unit or when a PNE Operations employee is selected to fill a posted vacancy in the Playland Operations Seniority Unit, the employee’s previous seniority shall be included when establishing their seniority date in the other operation.
2. Playland Operations employees, who have attained seniority, may apply for vacancies posted in the PNE Operations Seniority Unit and PNE Operations employees, who have attained seniority, may apply for vacancies posted in the Playland Operations Seniority Unit. These applications shall be considered as internal applications under the applicable collective agreement, provided that Playland Operations employees with the required skill, knowledge and ability shall receive preference over PNE Operations employees when filling Playland Operation vacancies, irrespective of seniority; and PNE Operations employees with the required skill, knowledge and ability shall receive preference over Playland Operations employees when filling PNE Operations vacancies, irrespective of seniority.
3. Regular full-time Playland Operations employees, who are subject to layoff, shall not be permitted to bump the regular employees in the PNE Operations Seniority Unit. The regular employees from PNE Operations, who are subject to layoff, shall not be permitted to bump regular full-time Playland Operations employees in the Playland Operations Seniority Unit.
4. Regular full-time Playland Operations employees, on the recall list, shall not be eligible for recall to positions in the PNE Operations Seniority Unit. The regular employees from PNE Operations, who are on the recall list, shall not be eligible for recall to positions that become available in the Playland Operations Seniority Unit.
5. Other provisions of the Collective Agreement and this Appendix “B” notwithstanding, particularly but not limited to Section (6) of this Appendix, the Employer may combine any Playland Operations function and any PNE Operations function when it feels it is appropriate to do so in order to best meet its operational requirements or its customer service objectives; such combined functions shall be placed within either the Playland Operations Seniority Unit or the PNE Operations Seniority Unit, as the Employer sees fit, provided PNE Operations Employees working the compressed work week shall not lose their compressed work week as a result of combining functions. Such combined functions shall thereafter operate site wide using such equipment and materials as is necessary to best meet operational requirements, irrespective of the historical utilization of such equipment and materials. When the Employer combines two (2) or more functions from the two operational seniority units, the following conditions shall apply:
 - (a) The affected employees shall maintain their current seniority date and the applicable seniority list shall be melded to include all employees in the combined functions with their current seniority date; and
 - (b) No employee shall suffer a reduction in the basic rate of pay they were receiving immediately prior to the combination of the functions. Employees who are paid above the applicable rate for the combined function shall have such higher rate “grand-parented” as long as they remain continuously employed – they shall receive all negotiated general salary increases and such “grand parented” rate shall cease when the employment of such employee terminates irrespective of reason.

6. Except where functions are combined under Section (5) of this Appendix “B”, or as mutually agreed by the parties, equipment and material that is historically owned, operated and/or controlled by the Playland Operations and which is utilized outside of Playland Operations traditional boundaries within the PNE Operations site, shall be transported, operated and erected or constructed by Playland Operations employees; and vice versa.
7.
 - (a) The work historically performed by Playland Operations (i.e. work that has been performed by Playland Operations employees or contracted-out by Playland Operations) does not constitute work that is normally and regularly performed by employees of PNE Operations for purposes of Article 26, despite the fact that the PNE Operations employees may from time to time perform such work; and vice versa.
 - (b) Recognizing that there may be work that is contracted-out, which might be performed by PNE employees, and vice versa, the Contracting-Out Committee shall have a mandate to discuss any such contracting out situation to determine whether it is feasible to have the work in question performed in-house by employees from the other division, as applicable. The Employer shall not unreasonably refuse to do the work in-house using bargaining unit employees from the other division when the Contracting-Out Committee agrees, by consensus, that it would be feasible to do so. Without limiting the Contracting-Out Committee’s mandate in this regard, it should not, generally speaking, be considered feasible to do the work in question in-house when the cost of so doing would be substantially more expensive than using a contractor, or it is reasonable to assume that the work in question might not be completed to an acceptable standard or in a timely fashion, were it to be performed in-house.
8. Employment of laid-off regular full-time employees in the PNE Operations seniority unit on a casual basis in the Playland Operations seniority unit:
 - (a) This Section (8) does not establish any right for laid-off regular full-time employees in the PNE Operations seniority unit to perform work in the Playland Operations seniority unit. The Employer reserves the right to hire external applicants to perform work in the Playland Operations seniority unit.
 - (b) The Employer shall advertise Playland Operations opportunities for casual work in excess of two (2) weeks duration, in the normal fashion.
 - (c) Laid-off regular full-time employees in the PNE Operations seniority unit, who are offered such work and who accept same, shall not be eligible for casual shifts in the PNE Operations seniority unit during the duration of the Playland Operations work. However, they shall be eligible for full recall during said period. If they do not accept full recall, they shall receive a bypass and they shall be eligible to bump into the PNE Operations seniority unit at the end of the Playland Operations work.
 - (d) Laid-off regular full-time employees in the PNE Operations seniority unit performing casual work in the Playland Operations seniority unit shall be paid the applicable Playland Operations regular straight-time rate of pay. They shall be eligible for benefits on the same basis as if the casual work was being performed in the PNE Operations seniority unit – it being understood that they shall not receive both the percentage (%) in lieu of benefits and benefit coverage.
 - (e) Regular full-time employees in the PNE Operations performing casual work in the Playland Operations seniority unit shall not be eligible for layoff notice or pay in lieu when such work comes to an end.

- (f) The casual time worked in Playland Operations seniority unit shall not be credited towards Playland Operations seniority. This notwithstanding, if a laid-off regular full-time employee in the PNE Operations seniority unit works sufficient casual hours in Playland Operations seniority unit to qualify for Playland Operations seniority, they shall be permitted to choose whether or not to establish Playland Operations seniority, within ten (10) days of being so notified. If the Regular full-time employee elects to establish Playland Operations seniority, they shall not thereafter be eligible to exercise PNE Operations seniority in the PNE Operations seniority unit, Article 2(d) notwithstanding.
- (g) Work performed by laid-off regular full-time employees in the PNE Operations seniority unit on a casual basis in Playland Operations seniority unit shall be deemed as service for purposes of calculating severance pay.
- (h) Casual work performed in Playland Operations seniority unit by laid off regular full-time employees in the PNE Operations seniority unit shall not be considered as work normally and regularly performed by members of the bargaining unit pursuant to Article 26, Contracting-out.
- (i) Regular full-time time Playland Operations employees performing casual work in PNE Operations seniority unit shall be eligible for the terms and conditions of this Section **(8)**.

SCHEDULE "A-1"

PNE OPERATION FULL-TIME AND CASUAL HOURLY RATES

PG	Classifications	2017	2018	2019	2020
4	Labourer I - before 6 months	23.31	23.66	24.13	24.61
7	Labourer I - after 6 months, Custodian, Ice Maker I, Gardener's Helper	23.84	24.20	24.68	25.17
8	Site Security	23.85	24.21	24.69	25.18
11	Truck driver, Store Person, Stock Person II	24.43	24.80	25.30	25.81
12	Equipment Operator I: Front End Loader, Jack Hammer	24.53	24.90	25.40	25.91
16	Equipment Operator II: Ice Maker II/Custodian, Forklift Operator, Zoom Boom	25.31	25.69	26.20	26.72
16T	Ice Maker II (with Certified Ice Technician Ticket)	26.15	26.54	27.07	27.61
18	Equipment Operator III: Backhoe Operator	26.75	27.15	27.69	28.24
19	Sub-foreperson - Labourers (Buildings), Gardeners	27.00	27.41	27.96	28.52
48	Foreperson I - Labourer	28.36	28.79	29.37	29.96
20	Storekeeper II	29.02	29.46	30.05	30.65
21	Tradesperson I (without TQ), Sign Installer (upgrade)	29.68	30.13	30.73	31.34
49	Foreperson II - Labourer	30.29	30.74	31.35	31.98
52	Foreperson I - Trades	31.57	32.04	32.68	33.33
23	Spray Painter	32.15	32.63	33.28	33.95
50	Foreperson III - Labourer	32.38	32.87	33.53	34.20
54	Foreperson II - Trades (without TQ)	33.44	33.94	34.62	35.31
22	Tradesperson II: Carpenters, Mechanics, Painters, Plumbers (with TQ)	33.63	34.13	34.81	35.51
23T	Spray Painter (with TQ)	34.35	34.87	35.57	36.28
25	Plumber III (with TQ)	34.93	35.45	36.16	36.88
55	Foreperson III - Trades (with TQ)	37.78	38.35	39.12	39.90

SCHEDULE "A-1" (continued)

PNE OPERATION PART-TIME HOURLY RATES

PG	Classifications	2017	Sep15 2017	2018	2019	2020
99	Lottery Vendor & F&B Vendor (non-commission rate)	11.35	11.60	11.77	12.01	12.25
28	Host, Box Office Agent, Parker, Ticket Taker, Ice Official, Concession Attendant, Catering Attendant, Lottery Sales Representative, Busser, Dishwasher	14.89		15.11	15.41	15.72
30	F&B Server	15.17		15.40	15.71	16.02
31	Security Searcher	15.29		15.52	15.83	16.15
32	Parking Ticket Seller, F&B Ticket Seller, Concession Cook	15.45		15.68	15.99	16.31
33	Office Assistants - Events	15.96		16.20	16.52	16.85
35	Parking Foreperson	16.52		16.77	17.11	17.45
36	F&B Vendor Cashier	16.75		17.00	17.34	17.69
37	Passperson	17.02		17.28	17.63	17.98
38	Box Office Supervisor, Concession Supervisor I (supervises 5 or less), Cook I, Stock Person I	17.46		17.72	18.07	18.43
39	Housekeeping Facility Sales Associate	14.89 18.06	18.06	18.33	18.70	19.07
41	Special Security, Parking Supervisor, F&B Supervisor II (supervises 6-9), Foreperson Fair-Time – Public Safety	18.17		18.44	18.81	19.19
42	F&B Catering Supervisor	18.69		18.97	19.35	19.74
40	Public Safety Supervisor, Special Security Supervisor, First Aid Attendant	19.27		19.56	19.95	20.35
44	Cook II, Bartender, Stock Person II, First Aid Captain	20.10		20.40	20.81	21.23
45	Foreperson Housekeeping, Admin Custodian Helper	22.14		22.47	22.92	23.38
46	Head Supervisor, Public Safety	22.65		22.99	23.45	23.92
4	Labourer I	23.31		23.66	24.13	24.61
47	Head Cook, Head Bartender	23.54		23.89	24.37	24.86
7	Admin Custodian	23.84		24.20	24.68	25.17
8	Site Security	23.85		24.21	24.69	25.18
16	Equipment Operator	25.31		25.69	26.20	26.72
21	Sign Installer	29.68		30.13	30.73	31.34

The practice of upgrading the pay rate for employees, who move chairs, to the Labourer rate will only occur for time actually worked when an employee moves chairs for one (1) hour or longer.

SCHEDULE "A-2"

PNE OPERATION FAIR-TIME HOURLY RATES

PG	Classifications	2017	Sep15 2017	2018	2019	2020
63	Attendant I – Fair Ambassador, Guest Services, Public Info, Entertainment Runner , Parking, Day & Night Sweepers, Prize Home Host, Agriculture Attendant, F&B Concession, Busser, Dishwasher	11.29				
	F&B Vendor, Lottery Vendor	11.35	11.60	11.77	12.01	12.25
	F&B Cashier, Beverage Server, Catering Server, Facility Attendant, Ticket Office Attendant	11.46				
	Parking Ticket Seller	11.69				
68	Foreperson I	12.23	12.60	12.79	13.05	13.31
71	Finance Auditors, Timekeeper	12.95	12.95	13.14	13.40	13.67
	Wheels Dealer	12.57				
72	Agriculture Clerk I, Pass Office Clerk, Lottery Clerk I, Lottery Clerk Vendor I, Data Input Clerk, Ticket Office Clerk	13.27				
	Farmhand I, F&B Concession Cook, Stock Runner	13.29	13.29	13.49	13.76	14.04
	Finance TAVD	11.69				
	Foreperson II	12.59				
73	Supervisor – Parking, Guest Services, Facility Attendant, Finance; Wheels Foreperson, Catering Cook	13.83	14.00	14.21	14.49	14.78
110	Finance Cashier I, Lottery Clerk Vendor II	14.33		14.54	14.83	15.13
74	Bartender	15.40		15.63	15.94	16.26
83	Farmhand II	15.72		15.96	16.28	16.61
79	First Aid Attendant	17.49	18.99	19.27	19.66	20.05

SCHEDULE "A-3"

PNE AND PLAYLAND CLERICAL HOURLY RATES

PG	Classifications	2017	2018	2019	2020
080	Lottery Clerk Helper	17.77	18.04	18.40	18.77
090	Vacant	19.22	19.51	19.90	20.30
100	Data Entry Clerk, Agriculture Clerk I, F&B Clerk I, Lottery Clerk I, Group Sales Associate I	19.99	20.29	20.70	21.11
110	Agriculture Clerk II, Cash Office Cashier	21.68	22.01	22.45	22.90
130	Reception, Administrative Clerk, Group Sales Associate II	22.62	22.96	23.42	23.89
140	Accounting Clerk, Payroll Assistant, Playland Office Assistant (up to 40 hrs/wk)	23.54	23.89	24.37	24.86
150	Vacant	24.55	24.92	25.42	25.93
160	F&B Clerical Supervisor, F&B Inventory Clerk, Tech Services Office Clerk	25.56	25.94	26.46	26.99
170	Administrative Assistant I, Head Reception, Payroll Clerk I	26.64	27.04	27.58	28.13
180	Accounts Payable Clerk, Accounting Generalist, Administrative Assistant II, Cash Office Clerk II, Reception Supervisor (upgrade)	27.81	28.23	28.79	29.37
190	Purchasing & Admin – Playland (up to 40hrs/wk)	29.01	29.45	30.04	30.64
200	Vacant	30.23	30.68	31.29	31.92
210	Cashier Supervisor (fair-time upgrade)	31.53	32.00	32.64	33.29

SCHEDULE "B"**PNE OPERATION**

1. This Schedule sets out the number of regular full-time employees who may be designated to work other than the normal Monday to Friday work week.
2. *Public Safety & Parking*
 - (a) Regular Full-time Site Security shall be paid weekend hour premium of one dollar (\$1.00) per hour for all regular straight-time worked on Saturday and Sunday. Under this section only the regular full-time Site Security will receive the weekend premium during the Fair Period.
 - (b) Regular Full-time Driver/Custodian shall be paid weekend hour premium of two dollars (\$2.00) per hour for all regular straight-time worked on Saturday and Sunday.
3. *Food & Beverage*

Regular Full-time Stock Person II shall be paid weekend hour premium of two dollars (\$2.00) per hour for all time worked on Saturday and Sunday.
4. *Weekend Premium*
 - (a) Regular full-time employees, who work under this Schedule, shall be paid at regular straight-time rate of pay for the first eight (8) hours worked on Saturday and Sunday, after which overtime rate of pay shall apply. In addition they shall be paid a premium set out above for all hours worked on these days. This premium shall not be included in the regular straight-time rate of pay upon which such overtime is calculated.
 - (b) Regular full-time employees may bank their weekend premium under Section **14.5**, Overtime Bank, after which the provisions of that section shall apply to such banked premium.

SCHEDULE "C-1"**PLAYLAND OPERATION FULL-TIME AND CASUAL HOURLY RATES**

PG	Classifications	2017	Sep15 2017	2018	2019	2020
1-C	Casual Technician 1	21.71		23.66	24.13	24.61
1	Technician I	23.45		24.20	24.68	25.17
2	Technician II / Upholsterer, Games Technician II	25.94		26.33	26.86	27.40
3	Technician III	30.62		31.08	31.70	32.33
4	Tradesperson II (without TQ)	31.36		31.83	32.47	33.12
5	Foreperson I (without TQ)	32.32	32.75	33.24	33.90	34.58
4T	Tradesperson II (with TQ)	33.59		34.09	34.77	35.47
6T	Trades III (with TQ)	35.00		35.53	36.24	36.96
7T	Foreperson II (with TQ)	37.23		37.79	38.55	39.32

SCHEDULE "C-2"

PLAYLAND OPERATION SEASONAL HOURLY RATES

PG	Classifications	2017	Sep15 2017	2018	2019	2020
62	Attendant I – Rides, Games, Candy	11.29	11.75	11.93	12.17	12.41
	Attendant I – Guest Services, Warehouse	11.36				
65	Playland Sweepers, Rides Attendant II	11.68	12.25	12.43	12.68	12.93
66	Foreperson I – Rides, Games, Candy, Guest Services, Playland Sweepers; Site Controller, Sub Office Assistant	12.45	12.75	12.94	13.20	13.46
	Themed Attractions Attendant	11.29				
67	Warehouse Attendant II, Themed Attractions Foreperson, Mascot	12.45	13.25	13.45	13.72	13.99
70	Foreperson II – Rides, Games, Candy, Guest Services, Playland Sweepers	13.80		14.01	14.29	14.58
72	Foreperson III - Rides, Themed Attractions, Games Technician ; Grounds Keeper	15.71	15.71	15.95	16.27	16.60
	Office Assistants	13.80				
73	Security Bike Patrol	17.14	17.14	17.40	17.75	18.11
	Security Officer	15.71				
74	Security Officer Foreperson	17.14	18.50	18.78	19.16	19.54
75	Playland Sweeper Supervisor	21.63		21.95	22.39	22.84

LETTER OF UNDERSTANDING #1
RE: DRAFT BEER SALES IN CONCESSION STANDS

This Letter applies only to PNE Operations. It is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement.

The following governs the sale of draft beer in concession stands by concession workers:

1. Draft beer may be sold in concession stands by concession workers, who shall receive their regular straight-time rate of pay.
2. Bartenders on the seniority list, as of the date of the execution of this Agreement, shall not lose any hours of work, as a result of the change involved in the sale of draft beer in concession stands by concession people.
3. The Employer shall indemnify and save harmless employees under the following conditions:

(a) This clause replaces Section **29.3** in the Agreement.

(b) *Civil Actions*

Except where there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of the employee's duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(c) *Criminal Actions*

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

d) *Notification*

In order that the above provisions shall be binding on the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against the employee or when they first becomes aware that there is a possibility of such action arising.

e) *Legal Services*

At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceeding involving the employee, (as long as no conflict of interest arises between the Employer and the employee), or pay the legal fees of counsel chosen by an employee.

LETTER OF UNDERSTANDING #2**RE: PLAYLAND TOOL ALLOWANCE**

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement.

The Employer's policy of paying Playland employees a tool allowance shall continue. The Employer may, at its discretion, increase the amount paid to employees pursuant to this policy. In addition to this tool allowance, personal tools for which this tool allowance is paid (i.e. tools that are to be used primarily in the employee's employment with the Employer) that are broken as a result of proper usage by the employee in their assigned work duties (not normal wear and tear) shall be replaced by the Employer. Tools that are lent to another employee and which are broken by such other employee in the proper usage of their assigned duties are not covered by this replacement policy unless the Employer has approved of the tool being lent before it is broken. In order to receive a replacement tool under this policy, employees must notify the Employer as soon as possible after a tool has been broken.

LETTER OF UNDERSTANDING #3**RE: F&B SERVER CLASSIFICATION TO DISPENSE BEER**

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement.

The Employer may utilize the F&B Server classification to sell and/or dispense alcoholic beverages (i.e. beer, coolers, etc., not highballs and mixed drinks), provided that at least one (1) Bartender shall be employed at each workstation [one (1) per tap] where alcoholic beverages are being dispensed. (Alcoholic beverages are often dispensed at more than one workstation at any bar where alcoholic beverages are being served). The intent of this Letter is that at least one (1) Bartender will be employed at each such workstation.

LETTER OF UNDERSTANDING #4**RE: FIRST AID CERTIFICATES**

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement.

Recognizing the problem that the Employer has in ensuring that there are a sufficient number of employees at work having first aid tickets to meet the requirements of the WorkSafe BC Regulations, the Labour/Management Committee shall meet to develop a mutually agreeable solution to this problem. This solution shall, among other things, involve finding a sufficient number of volunteers from the bargaining unit to take Level II First Aid certificates to ensure that the Employer's needs for first aid coverage are met, while ensuring that the principal of seniority is maintained. In addition, the parties shall discuss increasing the quantum of the first aid premiums so that more people are willing to volunteer to get tickets. The Union understands that the Employer has a legitimate need to have first aid coverage to meet WorkSafe BC requirements and will use its best efforts to assist the Employer in finding a sufficient number of volunteers to meet this need, recognizing should this effort fail, that the Employer may, on occasion, be forced to utilize employees having the first aid tickets it requires out of normal seniority order in order to meet its legal requirements.

LETTER OF UNDERSTANDING #5**RE: PARKING**

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement unless otherwise renewed.

The Employer shall provide free parking to regular full-time employees during the annual fair on the same basis as it provides for its exempt staff, including transportation to/from off-site parking, between the hours of 8:00 pm to and including 5:00 pm.

The Employer will provide safety escorts at night for employees, as per the current past practice.

Employees working between 12:00 midnight and 8:00 am shall be allowed to park in Lot No. 6. Individual employees who abuse this benefit in any way shall be subject to disciplinary process, subject to Article 6 - Grievance and Arbitration Procedures.

LETTER OF UNDERSTANDING #6

RE: SUCCESSORSHIP

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement.

During the period when this Letter remains in force and effect, the Employer shall voluntarily recognize the Union's certification and its Collective Agreement with the Union should it relocate and operate its current business or a substantially similar business at an alternate site.

LETTER OF UNDERSTANDING #7**RE: EXEMPT EMPLOYEES PERFORMING WORK OF THE BARGAINING UNIT**

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. It expires automatically with the expiry of that Agreement unless otherwise renewed.

The parties agree to discuss the Union's concerns regarding exempt employees doing bargaining unit work in the Labour-Management Committee. The purpose of these discussions shall be, if possible, to establish mutually agreeable criteria for the performance of bargaining unit work by exempt employees.

LETTER OF UNDERSTANDING #8**RE: EXTENSION OF THE FAIR PERIOD**

This Letter is appended to and forms part of the agreement that expires December 31, **2020**. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

This Letter extends the definition of “Fair Period” set out in Article 2(h) on a trial basis. The following provisions replace Articles 2(h)(1) and (2) during the period that this Letter remains in force and effect.

- (i) The Fair Period also includes any festival, fair, or other multi-day event produced by the Employer during the remainder of the year provided that such festival, fair or other multi-day event is at least three (3) consecutive days or longer duration, plus a reasonable set-up period before the opening day of such festival, fair or event and a reasonable tear-down period after the closing day of such festival, fair or other multi-day event.
- (ii) Laid off regular full-time employees shall be offered available work at any festival, fair or other multi-day event under this Letter, on a casual basis per Article **12.5(g)**, before any other employee group is offered such work. If the work performed by the laid off regular full-time employees under this Letter is work that they normally perform, the employee(s) in question shall be paid the applicable regular full-time rate while so working. Otherwise regular full-time employees shall be paid the applicable fair-time rate, if they accept such work.
- (iii) Regular full-time employees who are not laid off at the time and who are assigned by the Employer to work at any festival, fair or other multi-day event under this Letter, shall be paid the applicable full-time rate while so working.
- (iv) Casual employees, regular part-time PNE employees and seasonal Playland employees, who are not otherwise working, shall be offered work at any festival, fair or other multi-day event under this Letter. Any such employees who work at any festival, fair, or other multi-day event under this Letter, shall be paid their normal casual, part-time, seasonal rate, as applicable, when the work they perform within their normal casual, part-time or seasonal classification during such festival, fair or other multi-day event. Otherwise these employees shall be paid the applicable fair-time rate, if they accept such work.
- (v) Additional Fair Period events under Section (i) of this Letter shall not be covered by the present practice of vacation blackouts. Weekend premiums shall apply during such events unless the parties mutually agree otherwise.

LETTER OF UNDERSTANDING #9**RE: PLAYLAND VACATION SCHEDULING TRIAL**

This Letter is appended to and forms part of the Agreement that expires December 31, **2020**. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

This Letter may be cancelled by mutual agreement of the parties on December 31st, **2017** and on each December 31st of each calendar year thereafter. If either party wishes to cancel this Letter, it will provide the other party with sixty (60) calendar days' notice of such cancellation, in order to provide opportunity for the parties to discuss any such cancellation.

Without limiting the matters that may be discussed and agreed to by the parties, the following terms and conditions must apply to this trial:

- (a) The Employer must be satisfied that its operational requirements will continue to be best met during the term of the trial, in order for the trial to proceed.
- (b) The implementation of the trial must be essentially cost neutral (it must not cost the Employer any significant additional monies), in order for the trial to proceed.
- (c) During the trial, the Employer will develop and post a vacation schedule each year. This schedule may contain blackout periods when no employee is permitted to be on vacation, and/or the Employer may limit the number of employees from each classification that may be on vacation at any time. Any blackout period(s) established by the Employer shall be for bona fide operational reasons.
- (d) The vacation sign-up will take place in two stages:
 - Stage 1* – the employees may sign up, by classification in seniority order [subject to a rotation mechanism to ensure equity of opportunity – see (e) below], for a maximum of two (2) weeks' vacation (per the times made available by the Employer).
 - Stage 2* – after the Stage 1 sign-up is complete, employees may sign-up for the balance of their vacation entitlement by classification in seniority order [subject to a rotation mechanism to ensure equity of opportunity – see (e) below].
- (e) In order to ensure equity among employees in their opportunity to book vacation during prime vacation times, the parties shall develop a mutually agreeable rotation system in signing up for vacation so that all employees receive opportunity to sign-up for vacation in an equitable fashion over time (i.e. not the most senior employee picking first every year).
- (f) Any vacation time that is not signed up for will be scheduled per Article **20.6**.

LETTER OF UNDERSTANDING #10**RE: PLAYLAND OPERATIONS – SCHEDULING TRIAL**

This Letter of Understanding is appended to the **2017-2020** Collective Agreement and expires automatically with the expiry of that Agreement unless it is renewed by the parties.

The purpose of this Letter is to establish a trial in Playland Operations to hopefully address the concerns of regular full-time employees regarding the fact that operational requirements and short-term absences of other employees can, on occasion, result in their working more than five (5) straight workdays without receiving time off. The terms of this Letter and the trial are subject to the Employer's ability to meet operational requirements and mitigate the costs that might occur as a result of the trial.

During the term of this Letter and the trial, current Articles **13.5** and **16.2** of the Collective Agreement shall be placed in abeyance and the provisions set out in this Letter shall apply instead.

This Letter and the trial can be cancelled during its term by mutual agreement of the parties, provided the party wishing to cancel provides ninety (90) calendar days written notice to the other party, and provided further that the effective date of such cancellation must occur at a time when operational requirements best permit. Current Articles **13.5** and **16.2** shall reapply after this Letter expires or is cancelled.

During the term of this Letter, Article **13.5** shall be amended to read as follows:

13.5

- (a) During the Division's operating season, Playland Operations employees may be scheduled to work on continuous operations schedules.
- (b)
 - (1) Provided operational requirements permit, the Employer shall schedule regular full-time employees so that they do not work more than five (5) consecutive days without receiving forty-eight (48) consecutive hours off, unless overtime applies per Subsection (2) below.
 - (2) When the Employer is required to give a full-time employee the required forty-eight (48) consecutive hours off, as above, but is unable to do as a result of operational requirements, the affected employee shall be paid the appropriate overtime rate during all time worked when they should have otherwise been on such requisite time off. The employee shall be advised of the operational reasons that resulted in the denied days off.
 - (3) *Exemptions* – overtime rates under Subsections (1) and (2) above do not apply:
 - (i) when the Employer changes a regular full-time employee's shift starting and stopping times within a work day;
 - (ii) when, with the Employer's approval, an employee voluntarily waives their right to be covered by Subsection (1), provided in the case of a replacement employee waiving their rights in order to work in another employee's stead, the replacement employee is acceptable to the Employer; or
 - (iii) For each particular regular full-time employee, three (3) times per calendar year (January – December), irrespective of reason.
 - (4) Seasonal employees shall receive two (2) scheduled rest days off each week.

(c)

(1) As much as operational requirements permit, the Employer shall notify regular full-time employees of their regularly scheduled hours of work, at least four (4) calendar weeks in advance of such hours. Schedules established under this Subsection (1) may be changed on short notice by the Employer when unforeseen circumstances require it to change employee work schedules or shift starting times, provided that the provisions of Articles, **13.5(b), 13.13(a), and 13.13(b)** shall apply in such cases, as applicable, recognizing that the exemptions are also applicable in such circumstances.

(2) Subsection (1) does not apply if and when an employee voluntarily waives their right to be covered by that subsection.

(3) The Employer shall post the regularly scheduled hours to be worked by seasonal employees each week, by the close of business on Thursday of the previous week.

During the term of this Letter, Article **16.2** shall be amended to read as follows:

16.2 (a) PNE Operations

(1) When, in other than emergency situations, regular full-time PNE Operations employees, other than those who work a compressed work week pursuant to Article **13.3**, are required to work scheduled shifts outside of their normally scheduled shift, they shall be paid the rate applicable to the work they are performing, plus shift differential if applicable.

(2) When the Employer changes such regular full-time employee's shift under this Subsection **16.2(a)**, it shall provide the affected regular full-time employee with:

- (i) not less than forty-eight (48) hours' notice of such shift change, and
- (ii) not less than eight (8) clear hours off between shifts.

(3) When less than forty-eight (48) hours' notice of a shift change is provided under this Subsection **16.2(a)**, or the affected regular full-time employee has less than eight (8) clear hours off between shifts, overtime shall be paid until such time limits have been reached.

(4) When a regular full-time PNE Operations employee has received notice of shift change under this section and such notice is cancelled prior to the start of the new shift, the above penalties shall not thereafter apply.

(b) Playland Operations

(1) When the Employer changes a regular full-time or casual employee's shift and/or the shift scheduled, it shall provide such employee with not less than forty-eight (48) notice of such shift change.

(2) When less than forty-eight (48) hours' notice of a shift change is provided under Subsection **16.2(b)(1)**, overtime shall be paid until such time limits have been reached.

(3) When the Employer changes a Playland seasonal employee's shift and/or the shift scheduled, Article **13.13** shall apply, as applicable.

(4) When a regular Playland Operations employee has received notice of shift change under this Section **[(16.2(b))]** or under Article **13.13** and such notice is cancelled prior to the start of the new shift, the applicable penalties shall not thereafter apply.

LETTER OF UNDERSTANDING #11**RE: PLAYLAND TECHNICIAN PROGRESSION AND TRAINING**

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.

The PNE is committed to ongoing training and recognized industry specific certification for Playland Technicians and to support this, the PNE currently requires participation with NAARSO training programs.

The National Association of Amusement Ride Safety Officials (NAARSO) is a non-profit organization that provides resources for amusement industry professionals dedicated to the safety of the industry and its patrons. NAARSO provides education and resources to amusement industry safety professionals and administers a certification program for Amusement Device Inspectors as follows:

- Amusement and Ride Device Level I (Basic) Inspector
- Amusement and Ride Device Level II (Advanced) Inspector
- Amusement and Ride Device Level III (Senior) Inspector

As per Article 11(c), the PNE has and will continue to provide training as follows:

- (1) Effective 2016/2017 – Level I (Basic) Inspector training has been provided and a contingent of employees has successfully received certification and the PNE will continue to provide as applicable.
- (2) 2017/2018 the PNE will be providing the opportunity for Level II (Advanced) Inspector training.
- (3) Once a contingent of employees has successfully completed Level II, the PNE will arrange for training if required, and certification for Level III (Senior) Inspector.
- (4) The PNE will reasonably support and provide resources to assist employees in successfully completing this training.

Once a contingent of employees has successfully completed their Level II training, the Employer will develop a Technician IV job description and will assign a pay grade, and those who attain their Amusement Ride and Device Level III Senior Inspector certificate will be provided the opportunity to apply for a minimum of two (2) Technician IV positions as per Article 10 Posting and Filling of Vacancies.

LETTER OF UNDERSTANDING #12**RE: AUTOMATED SHIFT SCHEDULING**

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.

Within ninety (90) days of the ratification of this Agreement the PNE will provide the Union with:

- confirmation of the current status on automated shift scheduling systems in use;
- as applicable, notice of any potential departments and/or work groups which may convert to automated scheduling in the future.

As well, the parties will meet to jointly prepare and distribute a survey for the purposes of gathering part-time employee feedback on the existing automated scheduling practices.

The Survey results will be brought forward to the Labour Management Committee for discussion, and mutually agreed recommendations may be implemented to improve Automated Shift Scheduling.

Survey questions will focus on:

- the use of automated systems;
- how to make systems more efficient and user friendly;
- how to maximize the use of applications;
- required training for employees using the systems.

Employees who are required to use automated shift scheduling may request basic training through their department supervisor.

LETTER OF UNDERSTANDING #13**RE: FACILITY AND SITE ENHANCEMENT OPPORTUNITIES**

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.

The parties will include contacting-in on the agenda as a standing item at Labour Management meetings to discuss opportunities for senior employees to gain additional work opportunities. It may also include new work tasks that are currently not performed by employees. The parties agree to cooperatively discuss potential work opportunities for employees in the following areas (not an exhaustive list):

- Amphitheatre;
- Film industry work – Labouring, Forklift and Zoom Boom support and work;
- Hastings Park Master Plan – includes Creekway Park and bike lane work;
- Playland Expansion;
- Signage.

It is understood that while contracting-in opportunities can be discussed for all groups of employees, the priority is to continue to find appropriate work for senior regular employees who are subject to layoff.

The Employer will continue to make reasonable efforts to use and maintain the major mobile equipment it currently owns and operates, such as the backhoe/front-end loader, dump truck and Zoom Booms, and continue to explore additional appropriate capital purchases, to ensure enhanced in-house work.

The Employer will make reasonable efforts to explore different funding model options (ie Capital budgets and other revenue opportunities), and share them on an annual basis at the Labour Management Committee. Work opportunities that arise from the implementation of the Hastings Park Master Plan will also be discussed as part of this process.

LETTER OF UNDERSTANDING #14**RE: PLAYLAND GROUNDSKEEPER**

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.

The Playland Groundskeeper position has been utilized as an upgrade opportunity for Playland Sweepers when performing more labour intense duties, such as:

- Leaf blowing;
- Pressure Washing;
- Painting;
- Weeding;
- Buffing of Floors;
- Relocating Garbage Bins;
- Pre-Season and Post-Season set up and tear down.

The intention is for the Employer to continue to provide Playland Sweepers the opportunity to upgrade to the Groundskeeper position (PG 72) on an as needed basis. Before the 2018 operating season begins in Playland, the Employer will offer permanent upgrades to two (2) current employees to perform the Groundskeeper duties throughout the operating season (including set up and tear down).

These two (2) employees shall be allowed to remain in the Groundskeeper position so long as they continue to be able and willing to perform the Groundskeeper duties. These two (2) positions will exist for the duration of the two (2) incumbents' employment with the PNE, after which the Employer may use its discretion in determining whether or not to re-post these positions.

LETTER OF UNDERSTANDING #15**RE: REGULAR PART-TIME EMPLOYEE CONVERSION TO REGULAR FULLTIME**

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.

Where regular part-time employees are working at a 0.8 FTE (Full-time equivalent) basis or greater, they or the Union may request that a review take place to determine the feasibility of converting their position to fulltime status. A 0.8 FTE status for clerical employees is 1,456 hours per year and for part-time event staff it is 1,664 hours per year. The parties will review hours worked by these employees and discuss:

- (a) the applications of the employee definitions; and
- (b) employee hours worked with a view to identifying whether the hours worked are appropriately configured, given the employees' statuses

The Employer will provide the Union with the information that is reasonably necessary for its internal review process, including:

- (a) Total hours worked in the given year;
- (b) Work pattern for the preceding three (3) years;
- (c) Reasonable predictability of future employment, along with forecasted scheduling for the upcoming twelve (12) months ;
- (d) Existing vacancies;
- (e) Seasonal work considerations; and
- (f) Bona fide operational needs

After a joint review and discussion takes place, the Employer will determine whether it is feasible to convert the applicable part-time position to full-time status. The Employer will take into consideration the input from the relevant employee(s) as well as the Union. The Employer will not unreasonably deny a conversion request, provided there is good and sufficient reason.

If it is decided that a new regular, full-time position will be created, the parties will work together to determine whether this position will be posted or whether the incumbent(s) will be converted to full-time status without posting.

The parties agree to work together to resolve any unforeseen seniority concerns that arise from the application of this Letter.

LETTER OF UNDERSTANDING #16

RE: PART-TIME EMPLOYEE PAY DURING NEW YEAR'S EVE EVENTS

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.

All part-time event staff that are scheduled to work on New Year's Eve will be paid according to Article 23.2.

From time to time, the Employer and Union may mutually agree to increase the rate of pay for different positions working on New Year's Eve. Any deviations to Article 23.2 will be made on a without prejudice basis.

LETTER OF UNDERSTANDING #17

RE: MINIMUM WAGE

This Letter is appended to and forms part of the Agreement that expires December 31, 2020. It expires automatically with the expiry of that Agreement unless otherwise renewed.


All PNE employees will be paid in accordance with minimum wage requirements set out by the *Employment Standards Act of British Columbia*.

In the event of a substantial change to the required minimum wage rates in British Columbia, the Employer will review its impact on wage schedules.

The Employer will review, and if necessary, adjust the applicable wage rates if there is a determination of a compression effect between the Foreperson position and the Attendant position rate of pay.

The Employer shall remain in full compliance with Article 10 with respect to implementing any proposed changes made to the existing job classifications.

*PNE Agreement
Ratified 09/22/2017*

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