

MEMORANDUM OF AGREEMENT

The bargaining representatives of the Pacific National Exhibition and the bargaining representatives of the Canadian Union of Public Employees, Local 1004 unanimously agree, without reservation, to recommend to their respective principals for their ratification the following terms and conditions for a renewal of the collective agreement that expired December 31, 2020. All of the terms and conditions of the expired collective agreement shall continue in force and effect in the renewal collective agreement, save and except as hereinafter amended.

1. All items previously agreed and signed off will be included as part of the final settlement package.
2. Unless otherwise stated, the assumed effective date for all changes will take place upon the date of union ratification.
3. Article 1.00.1 will be amended to read as follows:

This Agreement shall remain in force and effect for January 1, 2021 up to and including December 31, 2022.

4. Effective upon date of ratification, article 9.1 will be amended to read as follows:

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, regular part-time, and casual employees must accumulate a total of nine hundred and thirteen (913) straight-time hours.

~~(1) a total of one thousand and forty four (1,044) eight hundred and seventy (870) straight-time hours during any fifteen (15) eighteen (18) 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) eight hundred and twenty six (826) straight time hours during any fifteen (15) eighteen (18) 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) seven hundred and sixty (760) straight time hours during any fifteen (15) eighteen (18) 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. **Effective on the date regular part-time employees attain seniority, 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) nine hundred and thirteen (913) 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 42.4(d) **12.5(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.

NOTE 1: Upon date of Union ratification, employees who are within fifty (50) hours of reaching seniority under the old calculation may continue with the old system of calculating seniority.

NOTE 2: For all probationary employees who do not pass their probation after this change to the probation language, they shall be credited with their accrued seniority hours as of date of union ratification (calculated based off of the previous seniority calculation language) and continue to accrue hours on a go forward basis until they reach nine-hundred thirteen (913) straight-time hours.

5. Effective upon date of ratification, Article 12.2 will be amended to read as follows:

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 emergency~~ 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. During emergency circumstances as stated above, the employer shall provide a minimum of five (5) days working notice prior to the effective date of their layoff.

(2) Except in cases of ~~inclement weather, strikes, lockouts, or other emergency~~ circumstances beyond its control, the Employer shall notify seasonal employees, who have attained seasonal seniority and who are to be laid off, 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.

(d) The Employer shall provide to a laid off **fulltime** employee in writing, along with the layoff notice a list of entitlements and responsibilities as outlined in the collective agreement during the recall period.

(e) Seasonal employees shall be classified as laid off at end of each operating season.

6. Effective upon date of ratification, article 13 will be amended as follows:

13.09 Weekend Work – PNE Operation

13.09.1 ~~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.~~
PNE Operations employees may have a regular schedule that includes Saturdays and Sundays.

13.09.2 ~~Only those classes of regular full-time employees, set out in Schedule "B", are eligible to receive a weekend premium, 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.~~

7. Effective upon date of union ratification, Article 19.1(a) will be amended as follows:

(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	<u>National Day for Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas 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.

8. Effective on January 1, 2023 , Article 20.1.1 will be amended to read as follows:

(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 2 nd calendar year of service, up to and including the 9 th <u>8th</u> calendar year of service:	15 working days
(3)	During the 10 th <u>9th</u> calendar year of service, up to and including the 17 th <u>16th</u> calendar year of service:	20 working days
(4)	During the 18 th <u>17th</u> 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

[THE TABLE IN APPENDIX "A" TO BE UPDATED ACCORDINGLY)

9. Effective upon date of ratification, Article 17.1 will be amended to read as follows:

17.1 Wages Schedules

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

10. Effective upon date of ratification, Article 21.1 will be amended to read as follows:

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 working for three (3) months in a fulltime position~~

(b) The Employer shall pay **seventy-five percent (75%)** ~~sixty-five percent (65%)~~ of the premium cost for such coverage, provided that eligible regular full-time employees, wishing same, pay the remaining **twenty-five percent (25%)** ~~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)~~ **five hundred (\$500)** 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).

(f) **If the Medical Services Plan, or other similar plan is introduced in place of the Employer Health Tax, the employer will continue to cover the employee's costs associated with this change at the 75%/25% cost split.**

11. Effective January 1st, 2023, the following amendments will be made to the fulltime benefit plan. Note- language will not be added to the body of the collective agreement

- Increase Psychological counselling from \$350 to \$450
- Hearing Aid eligibility to be extended to employees (not just dependent children) with no increase to coverage

- Orthotics increase to \$250 per two years (from \$150 every year)

12. Effective upon date of ratification, Article 21.2 will be amended to read as follows:

21.2 Dental Plan

- a) Regular full-time employees who have completed ~~their probationary period three (3) months of fulltime employment~~ shall participate in dental plan under this section, as a condition of employment.
- b) The Employer shall pay ~~sixty-five percent (65%)~~ seventy-five percent (75%) of the premium cost for such coverage, provided that eligible regular full-time employees pay the remaining ~~thirty-five percent (35%)~~ twenty-five percent (25%) 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.

13. Effective upon date of ratification, Article 21.6a will be amended as follows:

- (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. Any Full-time employee who has not accumulated the above hours shall be entitled to sick leave in accordance with the Employment Standards Act.

14. Effective upon date of ratification, Article 23.1 will be amended to read as follows:

23.01 Percentages in Lieu of Benefits

- 23.01.1 a) 1) Commencing on their first day of employment, regular part-time employees, seasonal employees and casual employees shall be paid ten per cent (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, dental coverage).
- 2) This amount shall be increased to sixteen per cent (16%) for regular part-time and seasonal employees, after they have completed their probationary period.
- 23.01.2b 1) ~~Seasonal employees shall be paid five per cent (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 per cent (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 per cent (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 per cent (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 percent ~~four and one-half percent~~ five percent (5%) (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 six and a half percent (6.5%) ~~five and one-half percent (5.5%)~~ for fair-time employees in their second (2nd) and subsequent calendar years of employment.

23.01.4 ~~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**~~

15. Effective upon date of ratification, Article 23.7 (e) will be introduced to read as follows:

(e) When situations arise where the Employer is provided with a minimum of five (5) business days notice of a cancelled event, the Employer will endeavor to re-schedule those members with seniority who had their shifts cancelled if there is alternative work available on the days of the cancelled event.

16. Effective upon date of ratification, Article 23 shall have section 23.12 added as follows:

23.12 All non-fulltime employees will be eligible for paid sick days in accordance with the BC Employment Standards Act.

17. Effective upon date of ratification, article 25.9 will be introduced as follows:.

25.9 Indigenous Ceremonial and Spiritual Leave

An employee may apply for an unpaid leave of absence to attend an Indigenous spiritual/ceremonial event. Depending on the length of time off that the employee is requesting off, they may be required to identify in writing the spiritual/ceremonial event, the customary practice involved, the employee's role in the event, and the duration of the event. Unpaid leave requests under this section shall not be unreasonably denied.

18. Effective upon date of ratification, article 25.10 will be introduced as follows:

25.10 Gender-affirming Care

An employee who is undergoing physical or psychological gender-affirming care (including medical or non-medical procedures(s)) may request an unpaid leave of absence. Depending on the length of the leave of absence requested, medical documentation may be required. Requests shall not be unreasonably denied.

19. Effective upon date of ratification, Schedule B will be amended to read as follows:

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. This Schedule confirms which PNE Operations positions are entitled to receive a weekend premium for work that falls outside the Monday to Friday work week.

2. Public Safety and Parking

a) Regular fulltime 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 fulltime Site Security will receive the weekend premium during the Fair Period.

~~b) Regular Fulltime 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. PNE Maintenance & Facilities

The following regular fulltime employees shall be paid weekend hour premium of two dollar and fifty cents (\$2.50) per hour for all straight-time hours worked on Saturday and Sunday

Labourer, Custodian, Equipment Operators, Ice Makers, Gardeners, Gardeners Helpers, Labourer and Non-TQ Gardener Foreperson (excludes Trades positions, Trades Forepersons and Labourer III Foreperson)

20. General Wage Increases:

Effective January 1, 2021	2.00%
Effective January 1, 2022	3.00%
Effective December 31st 2022	Any position/employee that did not receive a job evaluation increase during 2022 will receive a one-time lump sum payment equal to 1% of their base earnings (straight-time hours worked) Hours worked for fulltime includes sick time and vacation. (See appendix A for position eligibility). Those employees who have been permanently terminated prior to date of ratification will not be eligible for this payment.

Notes:

1. All work performed at the external Vaccination Clinics will not be eligible for retro payments
2. Seasonal and Fairtime Classifications (A2 an C2) are ineligible for 2021 general wage increase due to the additional adjustments already implemented in 2020 and 2021. (Exception C2 - PG 62 and 66 will receive a 3% adjustment for hours worked between January 1st and May 31st, 2022)

3. Positions that have already received an adjustment in 2022, will not be eligible for additional general wage increases. A review will be conducted to ensure that all positions will have been increased a minimum of 3.00% increase effective January 1st, 2022.

21. Effective upon date of ratification, several individual pay grades will receive additional adjustments as indicated in Appendix A.

22. Effective upon date of ratification, Weekend Premium and Shift Differential language shall be updated to reflect the job evaluation changes in Appendix A where these premiums have been rolled into the base wage rates. Appendix B outlines the changes.

23. Effective upon date of ratification the following Letter of Understandings (LOUs) will be renewed.

Letter of Understanding #1	Draft Beer Sales in Concessions Stands
Letter of Understanding #2	Playland Tool Allowance
Letter of Understanding #3	F&B Server Classification to Dispense Beer
Letter of Understanding #4	First Aid Certificate
Letter of Understanding #5	Parking
Letter of Understanding #6	Successorship
Letter of Understanding #7	Exempt Employees Performing Work of the Bargaining Unit
Letter of Understanding #8	Extension of the Fair Period
Letter of Understanding #9	Playland Vacation Scheduling Trial
Letter of Understanding #10	Playland Operations – Scheduling Trial
Letter of Understanding #13	Facility and Site Enhancement Opportunities
Letter of Understanding #14	Playland Groundskeeper
Letter of Understanding #15	Regular Part-time Employee Conversion to Regular Fulltime
Letter of Understanding #16	Part-time Employee Pay During New Year's Eve Events
Letter of Understanding #17	Minimum Wage

24. Effective upon date of ratification, Letter of Understanding #12 will be renewed and amended as follows:

LETTER OF UNDERSTANDING #12

between

THE PACIFIC NATIONAL EXHIBITION

and

CUPE, LOCAL 1004

Re: Automated Shift Scheduling

This letter is appended to and forms part of the Agreement that expires December 31, 2023. 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~~

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

25. Effective upon date of ratification, Letter of Understanding #11 Playland Technician Progression and Training will be revised as outlined in Appendix C

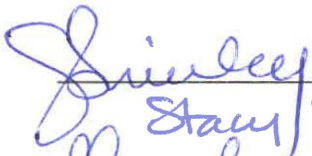
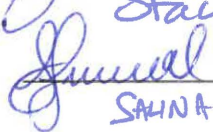
26. Letter of Understanding #18 Pandemics and COVID-19 shall be added to the collective agreement upon date of ratification as outlined in Appendix D.

27. General Housekeeping:


The parties shall perform any and all "general housekeeping" required for the renewal collective agreement, at the time of preparing the legal documents for execution. The purpose of this "general housekeeping" is to ensure that amendments resulting from collective bargaining do not create ambiguities elsewhere in the renewal collective agreement, to correct and improve the language and grammar used, or to more accurately reflect the original intent of the parties, provided that any change resulting from this undertaking will not change original intent in any way, and each such change is specifically agreeable to both parties.

Agreed in the City of Vancouver, BC this 16th day of September 2022:

FOR THE PNE


Stacy Shields

SAHNA JANNOTTAMED

FOR THE UNION

 AARON YOUNG

 DENNIS DONNELLY

 SCOTT MCINTOSH

 SARAH CARRIER

 MELISSA CHAMBERS

 CLAYTON CAMERON

 MAX HARRISON

 JOEL VANALSTINE

APPENDIX A: WAGE RATES (includes 2021 and 2022)

Excluding E/O

Classification							NOTES - 2022 RATES
PG	Description	2020	2021	2022 Rates			
E -Operation - Full-Time,Casual (A-I) (incl Tech Svs Part-Ti			2.00%	3.00%	1% Lump sum eligibility	Approx JE % Increase	
28P	Ice Official - Part-Time	15.72	16.03	\$ 16.52	yes		
3	Box Office Supervisor	21.42	21.85	\$ 22.50	yes		
39P	Housekeeping - Part-Time	19.07	19.45	\$ 20.03	yes		
45P	Foreperson Housekeeping - Part-Time	23.38	23.85	\$ 24.56	yes		
4	Labourer I - before 6 months (Casual)	24.61					Job evaluation - move to 7 or 12 for part-time or casual
4P	Labourer I - Part Time	24.61					Base Rate Adjustment
7	Labourer I - after 6 months, Labourer I/ Custodian, Ice Maker I, Gardener's Helper,	25.17	25.67	\$ 26.44	yes		Re-classify current Labourer I, Gardener's Helper to PG 12 due to a Job Evaluation: rolling in equipment operation in base rate for Labourer resulting in re-classification to Labourer II. Any existing Labourers that are unable to drive equipment will be classified as Labourer I/Custodian.
7P	Labourer I/Custodian, Ice Maker I	25.17	25.67	\$ 26.44	yes		
8	Site Security	25.18	25.68	\$ 26.45	yes		
11	Truck driver, Store Person, Stock Person II	25.81	26.33	\$ 27.12	yes		Job Evaluation of Stockperson II role-move to PG 12
12	Equipment Operator I: Front End Loader, Jack Hammer, Labourer II/ Equipment Operator I, Gardeners Helper, Stock Person II	25.91	26.43	\$ 27.22	no	6.03%	JE, Upgraded position classification for Labourer I to Equipment Operator I; and re-classified Gardeners Helper, Stockperson II (no upgrade for PG 16 unless performing complex operator duties - all one rate). Majority of labourers upgraded to Equipment Operator I
12P	Equipment Operator I: Front End Loader, Jack Hammer - Part-Time, -Labourer II/Equipment-Operator I, Gardeners Helper, Stock Person II	25.91	26.43	\$ 27.22	no		
16	Equipment Operator II: Ice Maker II/ Custodian, Forklift Operator, Zoom Boom, Truck Driver	26.72	27.25	\$ 28.07	yes		
16T	Ice Maker II - (with Certified Ice Technician Ticket)	27.61	28.16	\$ 29.01	yes		
16TP	Ice Maker II - (with Certified Ice Technician Ticket) Part-time	27.61	28.16	\$ 29.01	yes		
18	Equipment Operator III: Backhoe Operator	28.24	28.80	\$ 29.67	yes		
19	Sub-foreperson - Labourers (Buildings), Gardeners	28.52	29.09	\$ 29.96	yes		
19P	Sub-foreperson - Labourers (Buildings), Gardeners - Part-Time	28.52	29.09	\$ 29.96	yes		
48	Foreperson I - Labourer	29.96	30.56	\$ 31.48	yes		
48C	Foreperson I - Labourers Casual	29.96	30.56	\$ 31.48	yes		
48P	Foreperson I - Labourers - Part-Time	29.96	30.56	\$ 31.48	yes		
20	Storekeeper II	30.65	31.26	\$ 32.20			Job Evaluation - have re-classified Storekeeper II to PG 49
21	Tradesperson I (Without TQ), Sign Installer (upgrade),	31.34	31.97	\$ 32.93	yes		
21P	Tradesperson I (Without TQ) - Part-Time	31.34	31.97	\$ 32.93	yes		
21P	Sign Installer - Part-Time	31.34	31.97	\$ 32.93	yes		
49	Foreperson II - Labourer, Storekeeper II	31.98	32.62	\$ 33.60	,yes foreperson, no storekeeper	5.10%	5.10% for storekeeper

49C	Foreperson II - Casual	31.98	32.62	\$	33.60	yes		
49P	Foreperson II - Part-Time	31.98	32.62	\$	33.60	yes		
23	Spray Painter	33.95	34.63	\$	35.67	yes		
50	Foreperson III – Labourer	34.20	34.88	\$	38.00	no	8.93%	One posted Head Labourer Foreperson, no weekend premium or shift differential
50C	Foreperson III – Labourer - Casual	34.20	34.88	\$	35.93	not in use		
50P	Foreperson III – Labourer - Part-Time	34.20	34.88	\$	35.93	not in use		
24P	Sign Installer Part-Time (Grandparented)	34.21	34.89	\$	35.94	yes		
52	Foreperson I – Trades,	33.33	34.00	\$	35.02	yes		
54	Foreperson II – Trades (Without TQ) ,	35.31	36.02	\$	37.10	yes		
54P	Sign Installation Foreman (Upgrade) - Part-Time	35.31	36.02	\$	37.10	yes		
22	Tradesperson II: Carpenters, Mechanics, Painters, Plumbers (with TQ)	35.51	36.22	\$	41.00	no	13.20%	No weekend premium or shift diff
22P	Tradesperson II: Carpenters, Mechanics, Painters, Plumbers (with TQ) - Part-Time	35.51	36.22	\$	41.00	no	13.20%	No weekend premium or shift diff
23T	Spray Painter (with TQ)	36.28	37.01	\$	41.00	no	10.79%	No weekend premium or shift diff
25	Plumber III (with TQ)	36.88			-			No weekend premium or shift diff
26	Senior Plumber	40.00	40.80	\$	43.00	no	5.39%	No weekend premium or shift diff
55	Foreperson III – Trades (with TQ)	39.90	40.70	\$	45.00	no	10.57%	No weekend premium or shift diff
56	Plumber Foreperson III	43.00	43.86	\$	48.00	no	9.44%	No weekend premium or shift diff
		2020	2021		2022 Rates			
	PNE Operation - Part-Time (A-1)		2.00%		3.00%	1% Lump sum eligibility	Approx JE % Increase	
28	Host, Box Office Agent, Parker, Concession Att, Catering Att, Lottery Sales Rep, Busser, Dishwasher, F&B Vendor Helper, Storyteller,, Guest Services Attendant	15.72	16.03	\$	16.52	yes		Job Evaluation: Re-classify Lottery Sales Rep & Box Office Agent to a different PG due to JE.
30	F&B Server	16.02	16.34	\$	16.83	yes		
31	Security Searcher	16.15	16.47	\$	16.97	yes		
32	Parking Ticket Seller, F&B Ticket Seller, Concession Cook, Box Office Agent	16.31	16.64	\$	17.14	yes to parking and F&B no to box office	6.87%	Re-classify BO Agent to PG due to skillset required
33	Office Assistants – Events, Lottery Sales Rep, Concessions Cook	16.85	17.19	\$	17.70	no to lotteries, concessions cook, yes to office assistant	10.40%	Re-classify Lottery Sales Rep to PG due to BCDL requirement (6.41% JE for concessions cook)
35	Parking Foreperson	17.45	17.80	\$	18.33	yes		
36	F&B Vendor Cashier	17.69	18.04	\$	18.59	yes		
37	Passperson, Parking Clerk I	17.98	18.34	\$	18.89	yes		
38	Box Office Supervisor, Concessions Supervisor I, Cook I, Stock Person I, Passperson	18.43	18.80	\$	19.36	Yes to Box Office and Concession supervisor, no to passperson	5.28%	Re-classify Passperson to PG 38
39	Facility Sales Associate, Housekeeping	19.07	19.45	\$	20.03	yes		
41	Special Security, Parking Sup, F&B Supervisor II, Dispatcher, Cook I, Stock Person I	19.19	19.57	\$	20.16	yes to special security, parking supervisor, dispatcher no to cook I, stockperson	7.25%	Re-classify PG for Cook I & Stock Person I
42	F&B Catering Supervisor, F&B Supervisor II	19.74	20.13	\$	20.74	Yes to F&B Catering no to F&B supervisor II		
40	Public Safety Supervisor, First Aid Attendant	20.35	20.76	\$	22.00	no	5.99%	Job Evaluation on First Aid position, along with Public Safety Supervisor
44	Cook II, Bartender, Stock Person II, First Aid Captain	21.23	21.65	\$	23.25	no	7.37%	Job Evaluation on classifications
45	Admin Custodian Helper	23.38	23.85	\$	24.56	yes		
46	Head Supervisor, Public Safety	23.92	24.40	\$	25.13	yes		
47	Head Cook, Head Bartender	24.86	25.36	\$	26.12	yes		
7	Admin Custodian, Labourer I/Custodian, Ice Maker	25.17	25.67	\$	26.44	yes		

8	Site Security	25.18	25.68	\$ 26.45	yes		
44	Truck Driver	25.81	-	-			
16	Equipment Operator	26.72	27.25	\$ 28.07	yes		
		2020	2021	2022 Rates			
	PNE & Playland Operation - Clerical Full-Time (A-3)		2.00%	3.00%	1% Lump sum eligibility	Approx JE % Increase	
130	Group Sales Associate II	23.89	24.37	\$ 25.10	yes		
160	F&B Clerical Supervisor, F&B Inventory Clerk, Playland Office Administrator	26.99	27.53	\$ 28.36	yes		
17-5	F&B Inventory Clerk (Grandparented)	28.13	28.69	\$ 29.55	yes		
170	Head Reception	28.13	28.69	\$ 29.55	no		
180	Accts Payable Clerk, Admin Asst II, Cash Office Clerk II, Reception Supervisor(upgrade)	29.37	29.96	\$ 30.86	yes		
19-5	Accounts Payable Clerk II, Cash Office Clerk II (Grandparented)	30.64	31.25	\$ 32.19	yes		
190	Purchasing & Admin - Playland	30.64	31.25	\$ 32.19	yes		
210	Cashier Supervisor (fairtime upgrade)	33.29	33.96	\$ 34.97			
		2020	2021	2022 Rates			
	PNE & Playland Operation - Clerical Part-Time(A-3)		2.00%	3.00%	1% Lump sum eligibility	Approx JE % Increase	
080	Lottery Clerk Helper	18.77	19.15	\$ 19.72	yes		
080	Ticket Office Clerk Helper (Grandparented)	18.77	19.15	\$ 19.72	yes		
095	Ticket Office Clerk Helper (Grandparented)	20.30	20.71	\$ 21.33	yes		
100	Data Entry Clerk, Ag Clerk I, F&B, Clerk I, Lottery Clerk I, Group Sales Associate I, Playland Office Clerk	21.11	21.53	\$ 22.18	yes		
110	Agriculture Clerk II, Cash Office Cashier	22.90	23.36	\$ 24.06	yes		
13-3	Lottery Clerk I (Grandparented)	21.93	22.37	\$ 23.04	yes		
13-5	Lottery Clerk I (Grandparented)	23.89	24.37	\$ 25.10	yes		
130	Reception, Administrative Clerk, Group Sales Associate II	23.89	24.37	\$ 25.10	yes		
14-5	Reception, Administrative Clerk (Grandparented)	24.86	25.36	\$ 26.12	yes		
140	Accounting Clerk, Payroll Assistant	24.86	25.36	\$ 26.12	yes		
160	F&B Clerical Supervisor, F&B Inventory Clerk, Tech Services Office Clerk, Playland Office Administrator	26.99	27.53	\$ 28.36	yes		
170	Administrative Assistant I, Head Reception, Payroll Clerk I	28.13	28.69	\$ 29.55	yes		
180	Accts Payable Clerk, Accts Generalist, Admin Asst II, Cash Office Clerk II, Reception Supervisor	29.37	29.96	\$ 30.86	yes		
190	Purchasing & Admin - Playland	30.64	31.25	\$ 32.19	yes		
210	Cashier Supervisor (fairtime upgrade)	33.29	33.96				No longer an active role
		2020	2021	2022 Rates			
	Playland Operation Full-Time and Casual (C-1)		2.00%	3% +JE/premchg	1% Lump sum eligibility	Approx JE % Increase	(Must be accepted as a package inclusive of WP/SD roll in)
1-C	Casual Technician I	24.61	25.10	n/a			No longer an active role.
1	Technician I	25.17	25.67	\$ 27.44	yes	6.88%	not eligible for weekend premium or shift differential (\$1). No JE
2	Technician II - Upholsterer, Games Technician II	27.40	27.95	\$ 29.79	yes	6.59%	not eligible for weekend premium or shift differential (\$1). No JE
2C	Technician II - Casual	27.40	27.95	\$ 29.79	yes	6.59%	JE, not eligible for weekend premium or shift differential (\$1) No JE
3	Technician III	32.33	32.98	n/a			
4	Tradesperson II (without TQ)	33.37	34.04	\$ 37.25	no	9.44%	Not eligible for weekend premium or shift differential (\$1.50) JE

5	Foreperson I (without TQ)	34.58	35.27	\$	38.25	no		Not eligible for weekend premium or shift differential (\$1.50) JE
4T	Tradesperson II (with TQ)	35.47	36.18	\$	41.00	no	13.32%	JE, not eligible for weekend premium or shift differential (\$1.50)
6T	Tradesperson III (with TQ)	36.96	37.70		n/a			No longer an active role.
7T	Foreperson II (with TQ)	39.32	40.11	\$	43.00	no	7.21%	JE, not eligible for weekend premium or shift differential (\$1.50)

Classification		2020	2021	2022 Rates				
PG	PNE Operation - Fair-Time (A-2)		JE ADJ	JE ADJ	1% Lump sum eligibility	Approx JE % Increase		
63	Attendant I - Fair Ambassador(Day), Guest Services, Public Info, Entertainment Runner, Parking, Day Sweeper, Prize Home Host, Agriculture Att, F&B Conc, Busser, Dishwasher, F&B Vendor, Lottery Vendor, F&B Cashier, Beverage Server, Catering Server, Facility Attendant, Ticket Office Attendant, Parking Ticket Seller, Box Office Ticket Attendant	12.25	15.20	\$	16.00	no	5.26%	Job Evaluation - Align with PL Frontline Wage rate increased to 15.60 in June/2022 due to minimum wage
72	Agriculture Clerk I, Pass Office Clerk, Lottery Clerk I, Lottery Clerk Vendor I, Data Input clerk, Ticket Office Clerk, Wheels Clerk, Farmhand I, F&B Concession Cook, Stock Runner, Finance TAVD, Facility Timekeeper, Foreperson,	14.04	15.50	\$	17.25	no	11.29%	
73	Supervisor - Guest Services, Parking, Finance; Catering Prep Cook, Fair Ambassador (Night), Night Sweeper, Finance Cashier I, Lottery Clerk Vendor II, Ticket Captain II, Public Info Clerk, Ticketing Supervisor	14.78	16.00	\$	17.25	no	7.81%	Merge PG 72 & 73 at higher wage rate. Job Eval for Catering Prep Cook.
74	Bartender, Farmhand II, Foreperson-Night Sweeper, Facility Attendant, Wheels Dealer,	16.26	16.75	\$	17.75	no	5.97%	Job Evaluation: Compression
75	Wheels Supervisor, Catering Cook, Foreperson - Facility, Catering Prep Cook, Ticketing Foreperson		17.75	\$	18.30	no	3.10%	Job Evaluation: Compression. Re-classified Catering Prep Cook to higher PG.
79	First Aid Attendant, Catering Cook	20.05	20.45	\$	22.00	no	7.58%	Job Evaluation: First Aid to align with PT rate.

Flag to have them paid the \$20.45 2021

Classification		2020	2021	2022 Rates				
PG	Playland Operation Seasonal (C-2)		JE ADJ	JE ADJ	1% Lump sum eligibility	Approx JE % Increase		
62	Attendant I - Rides, Games, Candy, Guest Services, Warehouse, Themed Attractions; Communications Distributor, Ride Sweepers, Playland BBQ Attendant, Playland BBQ Grill Cook	12.41	15.20	\$	16.00	no	5.26%	Job evaluation
66	Themed Attractions Attendant II, Rides Specialist	13.46	15.50	\$	16.50	no	6.45%	Job Evaluation
67	Warehouse Attendant II, Foreperson I - Rides, Games, Candy, Guest Services, Rides Sweepers; Site Controller, Cash Office Assistant, PL BBQ Cook	13.99	16.00	\$	17.25	no	7.81%	Job Evaluation
70	Themed Attractions Attendant III, Foreperson I - Themed Attractions, Foreperson II - Rides, Games, Candy, Guest Services, Rides Sweepers	14.58	16.50	\$	17.50	no	6.06%	Job Evaluation
72	Foreperson III - Rides, Themed Attractions; Grounds Keeper, Games Office Assistant, Foreperson II - Themed Attractions, Groundskeeper	16.6	17.00	\$	18.00	no	5.88%	Job Evaluation
73	Playland BBQ Supervisor, Games Warehouse Supervisor, Games Technician	18.11	18.47	\$	19.05	no	3.13%	Job Evaluation
74	Security Officer/Bike Patrol, Groundskeeper	19.54	19.93	\$	20.53	no	17.19%	Job evaluation and re-classification of Groundskeeper position
75	Security Officer Foreperson		0.00		-	no		ALL Security Officer/Foreperson roles in PT pay scale only

75	Playland Sweeper Supervisor	22.84	23.30	\$	24.05	no	3.13%	No incumbent for 2021.
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Appendix B: Weekend Premium & Shift Differential

In exchange for the PNE providing additional increases to the Job Rates as outlined in Appendix A, the PNE is proposing the following additional amendments to the Collective Agreement.

1. Effective upon date of ratification, Article 13.03 (g) and (h) will be amended as follows:

- 13.03.(g) Those Regular full-time employees as defined in article 17.02, and covered by this article shall be paid a shift differential of seven per cent (7%), calculated on their normal classification rate of pay for all time worked on afternoon shift, as defined above, including weekends; and nine per cent (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.
- 13.03.(h) Regular full-time employees, as outlined in Schedule B ~~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.

2. Effective upon date of ratification, Article 13.10.1 (b) will be eliminated:

13.10 Weekend Work – Playland Operation

- 13.10.1 a) 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 13.04 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 16.02.
- b) ~~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 (\$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 12.05.7.~~

- c) 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.

3. Effective upon date of ratification, Article 17.02 will be amended as follows:

- (a) Except as provided for in section 16.03, a shift differential of seven per cent (7%) shall apply to scheduled shifts that are worked by those regular full-time employees specified in (c) below, 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 (17.02.3) does not apply to Site Security who shall be paid shift differential during regular scheduled weekend shifts. Those~~ Fulltime employees eligible for the shift differential set out in article 17.02 include Labourers, Equipment Operators, Site Security, Gardener's Helpers, Gardeners, Ice Makers, Labourer Foreperson II and Non-TQ Gardening Foreperson.
- 17.02.4 Regular full-time employees may bank their shift differential under section 14.05, after which the provisions of that section shall apply.
- 17.02.5 Except as provided for in section 16.03, 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.

APPENDIX C:

LETTER OF UNDERSTANDING #11

between

THE PACIFIC NATIONAL EXHIBITION

and

CUPE, LOCAL 1004

Re: Playland Technician Progression and Training

This Letter is appended to and forms part of the Agreement that expires _____. 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. With the ongoing evolution of the industry, and the introduction of ASTM (American Society for Testing and Materials) Standards within the provincial governing body, knowledge growth supporting industry best practices will be actively pursued. AIMS International, Ltd. is recognized as an industry leader in safety focused education that aligns with regulatory standards, therefore, the PNE requires participation in the AIMS International certification program.

AIMS International, Ltd. (Amusement Industry Manufacturers and Suppliers International) provides educational resources for amusement industry professionals. Beyond education, the purpose of AIMS International is to establish communications and foster working relationships between amusement industry professionals, trade associations, and government regulators. AIMS International participates and provides input to members for the development of standards including ASTM-F24 and international amusement ride safety standards. The Association consists of qualified American and International entities that are actively engaged in the design, manufacture, production, sales, and service to the amusement, entertainment, leisure, and recreation industry.

AIMS International provides education and resources to amusement industry professionals and administers the following certification:

- Maintenance Certification
 - AIMS Level 1 Technician
 - AIMS Level 2 Technician
 - AIMS Level 3 Professional
- Ride Inspector Certification
 - AIMS Level 1 (Associate Ride Inspector)
 - AIMS Level 2 (Certified Ride Inspector)
 - AIMS Level 3 (Professional Ride Inspector)

As per Article 11(c), the PNE has, and will continue to provide, educational opportunities to obtain the above certifications with a preference to Maintenance Certification ahead of Ride Inspector Certification. As industry specific educational opportunities are developed, the PNE reserves the right to adjust certification requirements to keep pace with industry best practices.

The following job descriptions will be updated to reflect the certification requirements:

- Tech I – Requirement to attend seminars and training as assigned. Certification is not a requirement for Tech I role but will be encouraged.
- Tech II – Requires AIMS Maintenance Certification Level 1 Technician
-
- Trades II (with and without TQ) and Foreperson Positions– Requirement for AIMS Maintenance Certification Level II Technician. New hires without industry experience will be provided with up to 4 years to obtain certification.

Employees in the above positions are required to successfully complete the above training and achieve the relevant certification as a job requirement. However, employees who have been hired prior to the date of union ratification of the 2021 to 2022 collective agreement may be exempt from the certification requirements if they were not able to successfully pass the examinations and course requirements despite their best efforts and active participation. No employees will be exempt from the requirement to actively participate and attend training seminars as assigned.

Advancement opportunities will continue to be available through the posting of vacant positions as determined by the PNE. Employees who hold AIMS certification will be prioritized for advancement when job vacancies occur. If there are not any qualified candidates who hold AIMS certification available when a job vacancy is posted, the position may be awarded to an individual who does not hold AIMS certification on the following conditions:

- The acquisition of AIMS certification will be a requirement to maintain the position
- Timeframe to obtain certification will be determined based on AIMS Certificate requirements
- Timeframe will be provided to the candidate during the hiring process

APPENDIX D:

LETTER OF UNDERSTANDING #18

between

THE PACIFIC NATIONAL EXHIBITION

and

CUPE, LOCAL 1004

Re: Pandemics and COVID-19

This letter is appended to and forms part of the Agreement that expires _____. It expires automatically with the expiry of that Agreement unless otherwise renewed.

In the event of a pandemic, new or related to COVID-19, employees shall have the following support under the collective agreement.

Quarantine Pay

- Those who are not sick cannot access sick leave – the Employer will provide unpaid leave and benefit continuation during leave.
- Employees who are required to self-isolate due to exposure in the workplace that has been confirmed by the employer, will be paid full wages during this quarantine time.

Layoff notice

- ~~60 days' notice for significant reductions in the workplace due, even if unforeseen.~~

Family Illness

- ~~For providing care to a dependent due to COVID related issues, 5 additional days of paid Family Illness leave will be provided, employees may access their sick banks~~

COVID-19


- ~~That all employees who lost their seniority due to recall periods expiring during the pandemic will have their employment reinstated and that their recall period will restart at the date of ratification for a period of twelve (12) months.~~
- Sick leave entitlements apply for employees who experience adverse reaction to vaccination.
- ~~Rapid testing or other measures be made available and paid for by employer as an alternative to the vaccination policy.~~

CUPE Local 1004 & PNE Proposal
March 10, 2022
Errors & Omissions Excepted

ARTICLE 2 – DEFINITIONS

- (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~~ Halloween. 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.

For the Union



Signature

March 10, 2022

Date

For the PNE



Signature

March 10, 2022

Date

CUPE Local 1004 & PNE Proposal
March 28th, 2022
Errors & Omissions Excepted

ARTICLE 3 – UNION SECURITY

3.7 Information to the Union

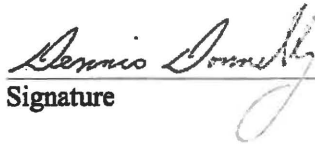
(a) The Employer shall supply the Union with the names, email addresses (if available) and addresses of all bargaining unit employees, twice per year. Part-time, seasonal, casual, and fair-time employees shall be recorded on a separate list.

(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.

(c) From time to time, the Union may request that the Employer provide updates on current staffing information. The Employer shall not unreasonably deny such requests.

For the Union


Signature

March 28, 2022

Date

For the PNE


Signature

March 28, 2022

Date

CUPE Local 1004 & PNE Proposal
March 31, 2022
Errors & Omissions Excepted

1) ARTICLE 5.00 LABOUR MANAGEMENT COMMITTEE

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 invited from each of the following:

PNE Operations
Playland Operations
Part-time staff
Administration
Seasonal

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

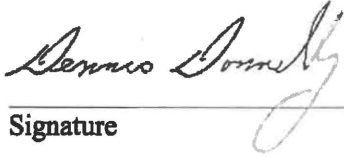
This Committee shall enjoy the full support of both parties in the interest of improving relations between the parties, service to the public and job security for employees.

(b) The Committee shall meet no less often than ~~four~~ six times ~~(4x)~~ (6x) 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 distributed to the committee within 3 weeks of the meeting date. The minutes of Committee Meetings shall also be forwarded to the Board of Directors of the Employer and shall be posted in the conspicuous work areas for the information of the employees.

For the Union


Signature

March 31, 2022

Date

For the PNE


Signature

March 31, 2022

Date

CUPE Local 1004 & PNE Proposal
March 28, 2022
Errors & Omissions Excepted

1) **ARTICLE 6.00 HEALTH AND SAFETY**

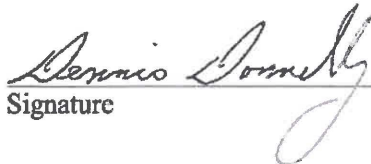
6.01 Occupational Health and Safety Committee

(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 least once per month or 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 report~~ to the Labour/Management Committee, which shall receive minutes of Health and Safety Committee meetings.

For the Union



Signature

March 28, 2022

Date

For the PNE



Signature

March 28, 2022

Date

CUPE Local 1004 & PNE Proposal
March 10, 2022
Errors & Omissions Excepted

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURES

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~~ job steward or the Union first became aware of such incident, the grievor, the shop steward or other representative of the Union shall ~~present~~ refer the grievance, in writing, to the applicable non-union supervisor. The Union shall present the grievance within 10 calendar days of the grievance being referred to the 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. The Employer shall provide a response to the Step 1 grievance presentation within 10 calendar days of the meeting.

(b) *Step 2:* The Union may refer the grievance to Step 2 within 10 calendar days of receipt of the Step 1 decision. ~~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 within 10 calendar days of the grievance being referred. The grievor shall be in attendance when the grievance is presented at this Step. The Employer shall provide a response to the Step 2 grievance presentation within 10 calendar days of the meeting.

(c) *Step 3:* The Union may refer the grievance to Step 3 within 10 calendar days of receipt of the Step 2 decision. ~~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 Job Steward or the Union's Business Agent shall present the grievance to the Vice President, Human Resources. The Employer shall provide a response to the Step 3 grievance presentation within 10 calendar days of the meeting.

(d) *Step 4:* The Union may refer the grievance to Step 4 within 10 calendar days of receipt of the Step 3 decision. ~~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 Job Steward or the Union's Business Agent shall, within a further ~~seven (7)~~ ten (10) 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. The Employer shall provide a response to the Step 4 grievance presentation within 10 calendar days of the meeting.

(e) *Step 5:* When the grievance is not settled ~~at Step 4, within seven (7) calendar days of being presented to the President & CEO or designate at Step 4,~~ either party the Union may submit the grievance to Arbitration for final resolution within 30 calendar days of receipt of the Step 4 decision.

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)~~ ten (10) calendar days, after the grievance has been received by the Union.

(b) If an Employer grievance is not settled within ~~seven (7)~~ ten (10) calendar days after the first meeting referred to above, it may be submitted to arbitration by either party for final resolution.

For the Union


Signature

March 10, 2022
Date

For the PNE


Signature

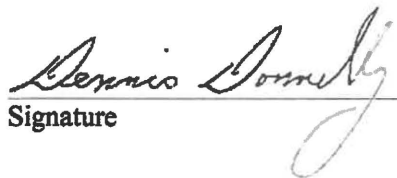
March 10, 2022
Date

CUPE Local 1004 & PNE Proposal
March 7, 2022
Errors & Omissions Excepted

ARTICLE 8 – RESPECTFUL WORKPLACE

(e) If the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer shall may take appropriate disciplinary action against the employee lodging the complaint.

For the Union


Signature

March 9, 2022
Date

For the PNE


Signature

March 7, 2022
Date


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Errors & Omissions Excepted

ARTICLE 9 - SENIORITY

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 distribute seniority lists semi-annually and post seniority lists in a conspicuous location (ie - break rooms).

For the Union



Signature

March 10, 2022

Date

For the PNE



Signature

March 10, 2022

Date

CUPE Local 1004 & PNE Proposal
April 11, 2022
Errors & Omissions Excepted

ARTICLE 10 – POSTINGS AND FILLING OF VACANCIES

10.1 Job Descriptions

(a) The Employer shall maintain up to date job descriptions for all classifications. From time to time, the Union may request copies of job descriptions. The Employer shall not unreasonably deny such requests.

(b) When a new bargaining unit classification is established by the Employer, or 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.

For the Union



Signature

April 12, 2022

Date

For the PNE



Signature

April 11, 2022

Date

CUPE Local 1004 & PNE Proposal
May 11, 2022
Errors & Omissions Excepted

ARTICLE 10 – POSTING AND FILLING OF VACANCIES

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 including on all department job boards 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 and that written notice shall be provided to the Union. 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. Should the Employer not fill the position, it shall provide written notice to the Union providing the reasons why the position is not being filled.

For the Union

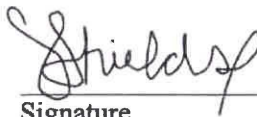


Signature

May 12, 2022

Date

For the PNE



Signature

May 12, 2022

Date

CUPE Local 1004 & PNE Proposal
May 5, 2022
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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.

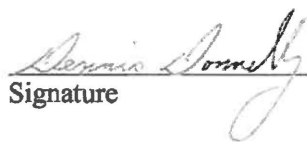
(2) When the Employer intends to offer on the job training, it shall offer such training to employees in the applicable ~~crew~~ work group in the order of seniority, provided the employees to receive such training have the prerequisite aptitude, knowledge, skill and ability to successfully complete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

(3) When, under Subsection (2) above, there are insufficient employees within the applicable ~~crew~~ work group 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 an ~~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.

For the Union


Signature

May 5, 2022

Date

For the PNE


Signature

May 5, 2022

Date

CUPE Local 1004 & PNE Proposal
May 5, 2022
Errors & Omissions Excepted

ARTICLE 12 – LAYOFF AND RECALL

12.4 Severance Pay

By December 31st of each year, regular full-time employees, who have not actually worked at least 70% of their one thousand, four hundred (1400) 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 weeks of December and the following provisions below have been sufficiently met.

For the Union



Signature

May 5, 2022

Date

For the PNE



Signature

May 5, 2022

Date

CUPE Local 1004 & PNE Proposal
May 5, 2022
Errors & Omissions Excepted

12 LAYOFF AND RECALL

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.

h) After three months on the recall list, employees shall be eligible for a payout of their earned banks, including vacation.

For the Union


Signature

May 5, 2022

Date

For the PNE


Signature

May 5, 2022

Date

CUPE Local 1004 & PNE Proposal
May 31, 2022
Errors & Omissions Excepted

ARTICLE 12 – LAYOFF AND RECALL

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)~~ **seventy-two (72)** 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. An employee notified to return to work shall report at the time and place specified by the Employer. for so doing or, In the case of extenuating circumstances an employee may request that they be provided with up to within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact, to report to work. Extensions due to extenuating circumstances shall not be unreasonably denied. These requests shall not be unreasonably denied.~~
 - (2) Regular employees who fail to respond within ~~forty-eight (48)~~ **seventy-two (72)** 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)~~ **seventy-two (72)** 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)~~ **seventy-two (72)** 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, and email address.~~ 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, by calling and leaving a voicemail when available, by text message, and by email if available 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)~~ seventy-two (72) 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.

For the Union


Signature

June 2, 2022

Date

For the PNE


Signature

June 1, 2022

Date

CUPE Local 1004 & PNE Proposal
March 28th, 2022
Errors & Omissions Excepted

ARTICLE 13 – HOURS OF WORK

13.8 Rest Breaks

(a) Rest breaks of fifteen (15) minutes each shall normally be allowed provided 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.

For the Union

For the PNE

Signature

Signature

March 28, 2022

Date

March 28, 2022

Date

CUPE Local 1004 & PNE Proposal
May 5, 2022
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ARTICLE 17 – WAGES AND PREMIUM PAY

17.10 ~~Zoom-Boom and Forklift~~ Equipment Training Premium

(a) One (1) employee from PNE Operations and one (1) employee from Playland Operations shall normally perform all ~~Zoom-Boom~~ aerial work platform (AWP) and forklift training. The Employer shall offer employees opportunities to provide training and shall select these trainers on the basis of two factors:

- (1) those whom it ~~believes are~~ assesses to be 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)~~ and fifty cents (\$1.50) per hour above their normal rate for time actually spent doing the training.

(c) If required, employees providing the training under section 17.10 shall be provided with time during their regular working hours ahead of the training to prepare and review training materials

For the Union


Signature

May 5, 2022
Date

For the PNE


Signature

May 5, 2022
Date

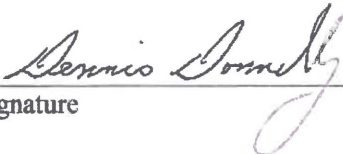
CUPE Local 1004 & PNE Proposal
May 11, 2022
Errors & Omissions Excepted

ARTICLE 17 – WAGES AND PREMIUM PAY

17.13 High Climb and High Rescue Premium – Playland Division

(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.~~

For the Union



Signature

May 12, 2022

Date

For the PNE



Signature

May 12, 2022

Date

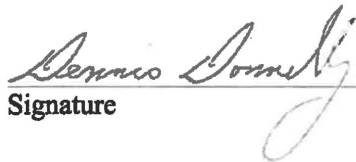
CUPE Local 1004 & PNE Proposal
March 7, 2022
Errors & Omissions Excepted

ARTICLE 19 – STATUTORY HOLIDAYS

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)~~ their equivalent hours for a regularly scheduled work day as applicable, at their normal classification rate of pay, in lieu of same; or

For the Union



Signature

March 9, 2022

Date

For the PNE



Signature

March 7, 2022

Date

TCUPE Local 1004 & PNE Proposal
March 7, 2022
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ARTICLE 19 – STATUTORY HOLIDAYS

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~~ their equivalent hours for a regularly scheduled work day 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~~ period of their equivalent hours for a regularly scheduled work day 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.

For the Union

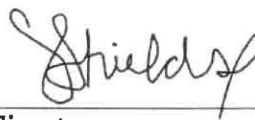


Signature

March 9, 2022

Date

For the PNE



Signature

March 7, 2022

Date

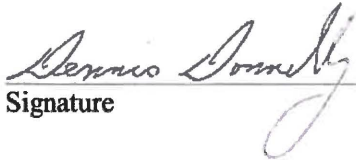
CUPE Local 1004 & PNE Proposal
March 7, 2022
Errors & Omissions Excepted

ARTICLE 20 – VACATIONS

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), and forty-six (46th)~~ calendar years of service.

For the Union



Signature

March 9, 2022

Date

For the PNE



Signature

March 7, 2022

Date

CUPE Local 1004 & PNE Proposal
April 11, 2022
Errors & Omissions Excepted

ARTICLE 22 – MODIFIED RETURN TO WORK PROGRAM

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. The employer shall meet with the designated Union representative to review Modified Work Program cases upon request.~~
- (b) ~~The Joint Committee~~ **parties** ~~has~~ **have** 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~~ **parties** shall include those that the Disability Coordinator brings forward pursuant to ~~Article 22.2(e)~~ or those cases that the ~~Committee Chair~~ **designated Union representative** or the affected employee request to be reviewed based upon the particular circumstances of each such case. The **Union representative** 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.~~ **parties** involved.
- (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~~ parties are 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~~ parties, 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.

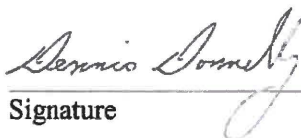
(b) The parties shall mutually agree on a physician who shall be appointed to adjudicate whether an employee is medically fit to perform the return to work assignment in question. The designated physician shall conduct an Occupational Fitness Assessment (OFA) or similar procedure, in order to objectively 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.

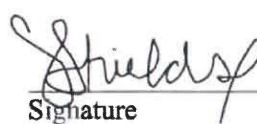
(e) The cost of having the above listed doctors adjudicate cases under this section shall be borne by the Employer.

For the Union


Signature

April 12, 2022
Date

For the PNE


Signature

April 11, 2022
Date

CUPE Local 1004 & PNE Proposal
May 31, 2022
Errors & Omissions Excepted

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

23.6 Shift Differential

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

~~(e) All hours worked by non full time employees between the hours of 12:00 am and 6:00 am shall receive a shift differential of 9%.~~

For the Union



Signature

June 2, 2022
Date

For the PNE



Signature

June 1, 2022
Date

CUPE Local 1004 & PNE Proposal
March 28th, 2022
Errors & Omissions Excepted

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

23.11 Seasonal Employee Shift Scheduling

If the Employer cancels a shift within two (2) hours before the shift commencing, the employee shall be paid for a minimum of one (1) hours at their normal classification rate of pay.

For the Union



Signature

March 28, 2022

Date

For the PNE



Signature

March 28, 2022

Date

CUPE Local 1004 & PNE Proposal
March 7, 2022
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ARTICLE 25 – LEAVES OF ABSENCE

25.1 Leave for Union Business

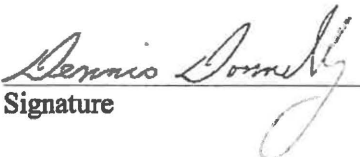
(d) All collective bargaining shall be carried out by a bargaining committee on behalf of the Union. The Committee shall be comprised of up to a total of five (5) employees, with at least two (2) of whom are regular full-time from the PNE Operations, at least two (2) of whom are regular full-time from 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)~~ regularly scheduled ~~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~~ they 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~~ they were ~~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.

For the Union



Signature

March 9, 2022

Date

For the PNE



Signature

March 7, 2022

Date

CUPE Local 1004 & PNE Proposal
March 10, 2022
Errors & Omissions Excepted

ARTICLE 25 – LEAVES OF ABSENCE

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(b)(1)., 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~~ shall be granted bereavement leave upon their request without loss of pay for up to three (3) working days, in the event of the death or imminent death of the following:

(1) the employee's spouse ~~wife, husband~~, child (including still-birth and miscarriage), step-child, sibling ~~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.

(g) Bereavement leave days do not need to be taken consecutively but need to be taken within 30 calendar days. Extensions to the 30 calendar day period may be extended on a case by case basis. Requests for extensions will not be unreasonably denied.

For the Union


Signature

March 10, 2022
Date

For the PNE


Signature

March 10, 2022
Date

CUPE Local 1004 & PNE Proposal
May 31, 2022
Errors & Omissions Excepted

ARTICLE 25 – LEAVES OF ABSENCE

25.3 Family Illness Leave

(a) Regular full-time employees shall be ~~eligible~~ able to utilize ~~for~~ up to ~~three (3)~~ five (5) paid 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.

For the Union

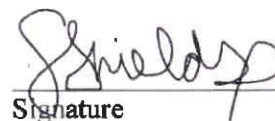


Signature

June 2, 2022

Date

For the PNE



Signature

June 1, 2022

Date

CUPE Local 1004 & PNE Proposal
May 5, 2022
Errors & Omissions Excepted

ARTICLE 25 – LEAVES OF ABSENCE

25.7 Pregnancy, Parental and Adoption Leave

(a) Pregnancy, adoption, leave and parental leave shall be granted to a maximum of ~~fifty-two (52) weeks~~ eighteen (18) months 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, adoption, and~~ parental leave in relation to the same birth shall be ~~fifty-two (52) weeks~~ eighteen (18) months.

(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~~ pregnancy leave commenced.

(d) Employees on pregnancy, adoption and parental leave shall continue to accrue seniority and service for service related benefit entitlements. Vacation will continue to accrue during the leaves in this article.

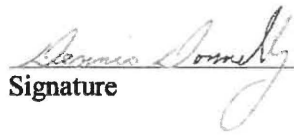
(e) When an employee is off work on pregnancy, adoption and parental leave, the Employer shall continue to make its share of the premium payments for the benefit plans in which the employee is enrolled prior at the commencement of the leave, provided the employee pays their share of such premium costs.

(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 ~~maternity and/or parental benefits~~ Supplementary Employment Insurance Plan, Appendix B (proof of which may be required), shall receive a supplement from the Employer during the first ~~three (3)~~ four (4) weeks of such leave that is equivalent to ~~eighty-five percent (85%)~~ ninety (90%) of the straight-time earnings the employee would have earned had the employee continued working. Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth. Employees shall not be eligible to receive this supplement more than once per birth or adoption.

(h) Supplemental Employment Insurance Benefits (SEIB) for leaves under this article will be provided with the understanding that whether the employee is on the standard parental leave, or the extended parental leave option that the SEIB top up will be cost neutral to the Employer.

For the Union


Signature

May 5, 2022

Date

For the PNE


Signature

May 5, 2022

Date

CUPE Local 1004 & PNE Proposal
June 1, 2022
Errors & Omissions Excepted

ARTICLE 25 – LEAVES OF ABSENCE

25.8 Domestic or Sexual Violence Leave

The Employer shall provide employees with time off in accordance with the BC Employment Standards Act for Domestic or Sexual Violence which currently allows for up to five (5) days of paid leave and up to 16 weeks of additional unpaid leave during each calendar year. The Employer shall give due consideration to requests for adjustments of working conditions where those adjustments are necessary to provide meaningful support to an employee impacted by domestic violence and/or to protect that employee's safety. Meaningful support includes access to leave provisions of the Collective Agreement. All information provided in relation to domestic violence will be kept in strict confidence.

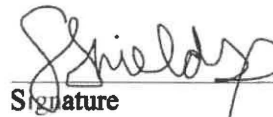
For the Union


Signature

June 2, 2022

Date

For the PNE


Signature

June 1, 2022

Date

CUPE Local 1004 & PNE Proposal
May 5, 2022
Errors & Omissions Excepted

ARTICLE 28 – PERSONNEL FILES (INCLUDING DISCIPLINE)

(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. All letters shall be provided to the employee within ten (10) days of the Employer issuing discipline.

For the Union



Signature

May 5, 2022

Date

For the PNE



Signature

May 5, 2022

Date

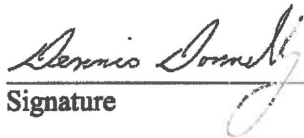
CUPE Local 1004 & PNE Proposal
March 28, 2022
Errors & Omissions Excepted

ARTICLE 28 – PERSONNEL FILES (INCLUDING DISCIPLINE)

28.2 Union Representation

(a) The Employer shall advise the employee that they have the right to have a ~~shop~~job 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), or where the Employer is investigating whether formal disciplinary action should be taken against that employee, including attendance management meetings. Reasonable opportunity will be provided for the employee to arrange for a ~~shop~~job steward or other Union representative to attend prior to the commencement of the meeting.

For the Union


Signature

March 28, 2022

Date

For the PNE


Signature

March 28, 2022

Date

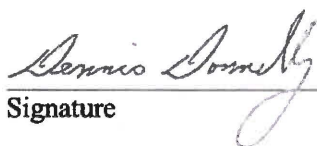
CUPE Local 1004 & PNE Proposal
March 28, 2022
Errors & Omissions Excepted

ARTICLE 29 – MISCELLANEOUS PROVISIONS

29.2 Mileage Allowance

(a) ~~Regular full-time~~ Employees required to use their private vehicles in the performance of their employment duties and are provided with written authorization by PNE management, shall be paid a mileage allowance equal to the current City of Vancouver mileage allowance schedule.

For the Union



Signature

March 28, 2022

Date

For the PNE



Signature

March 28, 2022

Date