COLLECTIVE AGREEMENT

between

A.S.T.C. SCIENCE WORLD SOCIETY ("SCIENCE WORLD)

(the "Employer")



and:

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



Effective from March 1, 2024 to February 28, 2026

TABLE OF CONTENTS

ARTICLE	E 1 – PREAMBLE	7
1.01	Preamble	7
ARTICLE	2 – DEFINITIONS	7
2.01	Definitions	7
ARTICLE	3 – UNION RECOGNITION & SECURITY	8
3.01	Bargaining Unit	8
3.02	Union Security	8
3.03	Union Dues Deduction and Remittance	8
3.04	No Written or Verbal Agreements	8
3.05	Contracting Out	8
3.06	Bargaining Unit Work	9
3.07	Names of Stewards	9
3.08	Co-op Employees	9
3.09	Crossing of Picket Lines During a Lawful Strike	9
3.10	Employee Contact Information	9
3.11	New Employee Union orientation	9
3.12	Union Bulletin Boards	10
3.13	Copies of the Collective Agreement	10
3.14	Use of Volunteers	10
ARTICLE	E 4 – NO HARASSMENT OR DISCRIMINATION	10
4.01	No Discrimination	10
4.02	No Workplace Bullying and Harassment	10
ARTICLE	5 – MANAGEMENT RIGHTS	11
5.01	Management Rights	11
ARTICLE	6 – LABOUR MANAGEMENT RELATIONS	11
6.01	Representation	11
6.02	Labour-Management Committee	12
6.03	Bargaining Committee	13
ARTICLE	7 – WAGES & PREMIUMS	13
7.01	Salary and Wages	13
7.02	First Aid Training and First Aid Attendant Premium	14
7.03	Pay for Acting in a Higher Capacity Inside the Bargaining Unit	14
7.04	Payroll Error	14

ARTICLE	8 – HOURS OF WORK	14
8.01	Hours of Work	14
8.02	Meal Period	15
8.03	Notice of Schedule and Changes to Normal Hours of Work	15
ARTICLE	9 – OVERTIME	16
9.01	Definition of Overtime	16
9.02	Overtime Pay	16
9.03	Call Out Pay	17
9.04	Standby Pay	17
9.05	No Reduction in the Employee's Regular Schedule of Hours to Offset for Overtime.	17
9.06	Overtime Averaging Agreements	17
ARTICLE	10 – Employee Benefits	17
10.01	Eligibility for Employee Benefits	17
10.02	Disclosure of Information	18
10.03	Benefit Coverage for Permanent Full-time and Temporary Full-time Employees	18
10.04	Employee and Family Assistance Program (EFAP) for all Employees	19
10.05	Changes to Benefits (including Premiums)	19
10.06	Responsibility	20
10.07	Change of Benefit Carriers	20
10.08	Overage Dependents for Permanent Full-time and Temporary Full-time Employees	.20
10.09 Employ	Continuation of Benefit Coverage for Permanent Full-time and Temporary Full-time	
10.10	Personal Wellness Days for all Employees	21
ARTICLE	11 – Registered Retirement Savings Plan (RRSP)	21
11.01	Group RRSP	21
ARTICLE	12 – Sick Leave	21
12.01	Sick Leave Defined	21
12.02	Amount of Paid Sick Leave	21
12.03	Sick Leave Bank	21
12.04	Proof of Illness or Injury	22
12.05	Notification to Employer	22
ARTICLE	13 – Vacation	22
13.01	Annual Vacation Time and Vacation Pay	22
13.02	Carry-Over of Vacation	23
13.03	Vacation Scheduling	23

	13.04	Unbroken Vacation Period	24
	13.05	Approved Leave of Absence During Vacation	24
	13.06	Vacation Pay on Termination	24
ΑF	RTICLE	14 – Statutory Holidays	24
	14.01	Statutory Holidays	24
	14.02	Payment for Statutory Holidays	24
	14.03	Statutory Holidays for Days Off	25
	14.04	Statutory Holidays During Vacation or Paid Leave	25
	14.05	Science World Holidays	25
ΑF	RTICLE	15 – Leaves	26
	15.01	Employment Standards Act Leaves	26
	15.02	Bereavement Leave	26
	15.03	Jury Duty and Court Attendance	26
	15.04	Unpaid Education Leave of Absence	27
	15.05	Union Leave for Union Duties	27
	15.06	Medical/Dental Appointments	27
	15.07	Indigenous Cultural Leave	28
ΑF	RTICLE	16 – Fees & Allowances	28
	16.01	Professional Fees	28
	16.02	Mileage Allowance	28
	16.03	Equipment and Tools	28
	16.04	Uniforms and Personal Protective Equipment	28
	16.05	Safety Boot Reimbursement	29
ΑF	RTICLE	17 – Job Descriptions, Postings, & Promotions	29
	17.01	Job Descriptions	29
	17.02	Job Postings	29
	17.03	Job Appointments	29
	17.04	Probationary Employees	30
	17.05	Trial Period	30
	17.06	Union Notification	30
	17.07	New Positions	30
	17.08	Reclassifications	31
ΑF	RTICLE	18 – Seniority	31
	18.01	Seniority Defined	31
	18.02	Seniority Lists.	31

	18.03	Seniority While Outside Bargaining Unit	31
	18.04	Loss of Seniority and Termination of Employment	32
Α	RTICLE	19 – Layoff & Recall	32
	19.01	Definition (Lay-Off)	32
	19.02	Layoff Notice	32
	19.03	Layoff and Recall Procedure	32
	19.04	Displacement	33
Α	RTICLE	20 - Grievance & Arbitration Procedure	33
	20.01	Recognition of Union Stewards	33
	20.02	Permission to Leave Work – Stewards	33
	20.03	Definition of Grievance	33
	20.04	Grievance Procedure	34
	20.05	Arbitration	34
	20.06	Step 2	34
	20.07	Timelines and Grievance Abandonment	35
	20.08	Mediation	35
	20.09	Employer-initiated Grievance	35
	20.10	Additional Assistance	35
Α	RTICLE	21 - Discipline, Discharge & Personnel Records	35
	21.01	Principle of Progressive Discipline	35
	21.02	Disciplinary Representation	35
	21.03	Notice of Disciplinary Action	36
	21.04	Sunset Clause	36
	21.05	Access to Employee Personal Information in Personnel File	36
	21.06	Discharge of Probationary Employee	36
Α	RTICLE	22 – Health & Safety	37
	22.01	Shared Responsibilities	37
	22.02	Health and Safety Committee	37
	22.03	Right to Refuse to Perform Unsafe Work	37
	22.04	Employer Incident Investigation	38
Α	RTICLE	23 - Professional Development	38
	23.01	Professional Development for Permanent Full-time Employees	38
Α	RTICLE	24 – General/Perks	38
	24.01	Coffee & Tea	38
	24 02	Science Store and Snack Lah Discount	38

24.03	Employee Passes for all Employees	38
24.04	Service Recognition for Permanent Full-time Employees	38
ARTICLE	25 – TECHNOLOGY	39
25.01	Technological Change	39
25.02	Workplace Surveillance	39
25.03	Remote Work	39
ARTICLE	26 – TERM OF AGREEMENT	39
26.01	Agreement Term	39
SCHEDU	ILE "A" – CLASSIFICATIONS AND WAGES	41

ARTICLE 1 – PREAMBLE

1.01 Preamble

It is the shared desire of the Parties:

- a) To maintain and improve the harmonious relations between each other;
- b) To act in a good faith and reasonable manner with each other;
- c) To recognize the mutual value of joint and collaborative discussions and negotiations between them in all matters pertaining to working conditions and employment;
- d) To encourage efficiency in the operation of Science World and to provide the best service to its patrons; and
- e) To promote the morale, well-being and security of all Employees wherever reasonably possible.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

- a) "Employee" or "Employees" has the same definition as defined under the *Labour Relations Code* of British Columbia and refers to those employees who are represented by the Union in the bargaining unit and who are employed by the Employer.
- b) "Employer" means A.S.T.C. Science World Society.
- c) "Union" means Canadian Union of Public Employees Local 1004.
- d) "Bargaining Unit Work" means work that is normally and exclusively performed by Employees for the Employer.
- e) "Parties" means the Employer and the Union.
- f) "Permanent Full-time Employee" is an Employee who is employed in an established position with a regular work schedule of forty (40) or more hours of work per week for an indefinite period of time.
- g) "Permanent Part-time Employee" is an Employee who is employed in an established position with a regular work schedule of less than forty (40) hours of work per week for an indefinite period of time.
- h) "Temporary Full-time Employee" has the same definition as a Permanent Full-time Employee but they are employed for a definite and limited period of time, not to exceed twelve (12) calendar months unless otherwise agreed in writing by the Union or unless the Temporary Full-time Employee will be covering an Employee's maternity and parental leave which may endure for up to eighteen (18) calendar months.
- i) "Temporary Part-Time Employee" has the same definition as a Permanent Part-time Employee but they are employed for a definite and limited period of time, not to exceed twelve (12) calendar months unless otherwise agreed in writing by the Union or unless the Temporary Part-time Employee will be covering an Employee's maternity and parental leave which may endure for up to eighteen (18) calendar months.
- j) "Casual Employee" is any Employee who is called into work on an as-needed basis and who does not have a regular work schedule.

k) "Co-op Employee" is a student hired in conjunction with an official co-op placement program at a post-secondary institution.

ARTICLE 3 – UNION RECOGNITION & SECURITY

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees employed by the Employer, except those excluded by the *Labour Relations Code* or by mutual agreement of the Parties.

3.02 Union Security

Employees shall become members of the Union as a condition of employment.

3.03 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and other assessments as set by the Union and as permitted by law from each pay of all Employees. Such deductions will be forwarded to the Union no later than the 10th business day of the month following the one in which they were deducted (i.e. the 10th of the month following the date of pay).

b) **Dues supporting documentation**

Along with the deductions, the Employer will provide an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status, classification/job title, gross regular earnings, hours worked, overtime hours worked, any applicable shift premiums, and dues deducted.

c) T4 slip

The Employer will report the yearly amount of dues paid by each Employee on the Employee's T4 slip.

3.04 No Written or Verbal Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

3.05 Contracting Out

Subject to operational requirements, the Employer agrees to use existing Employees for Bargaining Unit Work prior to engaging with contractors. The Employer will not contract out Bargaining Unit Work if the contracting out results in the layoff of an Employee or in the reduction of an Employee's regular work schedule with the Employer. The Employer agrees to notify the Union prior to contracting out Bargaining Unit Work to provide rationale for the contracting out.

3.06 Bargaining Unit Work

Exempt employees of the Employer will not perform Bargaining Unit Work except in the case of an emergency, for the purpose of giving or imparting instruction or training where such instruction or training cannot reasonably be performed by an Employee, for the limited purpose of troubleshooting or diagnosing a technical issue, or as otherwise permitted by the *Labour Relations Code* of British Columbia. Emergencies refer to sudden or unforeseen events calling for time sensitive work to be performed.

3.07 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward before the Employer will be required to recognize them.

3.08 Co-op Employees

- a) The employment of a Co-op Employee shall not result in the layoff of an Employee, or in the reduction of an Employee's regular work schedule with the Employer, or the termination of a probationary Employee nor shall a permanent Employee who is qualified and able to perform the required work in the position be laid off while a Coop Employee is employed by the Employer to perform that work.
- b) Co-op Employees will be paid at the first step on the wage grid of the rate of pay for the classification in which they are working.

3.09 Crossing of Picket Lines During a Lawful Strike

Except in the case of a health and safety emergency, an Employee will have the right to refuse to cross a picket line during a lawful strike where the picket line is located at or near the Employer's premises or the premises where the Employer requires the Employee to perform their work for the Employer (e.g. a school). For the purposes of this Article, strike has the same definition as defined under the *Labour Relations Code* of British Columbia. Failure to cross such a picket line will not be considered a violation of this Collective Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any Employee who exercises their right under this Article will notify their direct supervisor immediately.

3.10 Employee Contact Information

The Employer will provide to the Union a list of all the Employees on a quarterly basis. The list will include each person's name, job title/classification, home mailing address, home/cell phone number, work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's employment status, and if the Employee is on a leave of absence, the nature of the leave.

3.11 New Employee Union orientation

Employees who are new to the bargaining unit will be given an opportunity to meet with a representative of the Union during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership at a time set by the Employer. The Employer will establish a monthly schedule for the orientation to take place at the Employer's premises so that Employees and the Union are aware of the orientation time and location of the orientation. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for Employees. Where there

are no Employees who are new to the bargaining unit in a given month the orientation meeting will be cancelled.

a) Notification of new hires

The Union will be notified of the full name, job title/classification and employment status, start date and work location of all Employees newly hired into the bargaining unit prior to their first day of employment.

3.12 Union Bulletin Boards

The Employer will provide Union bulletin boards on each floor where Employees work. The bulletin boards will be used solely for postings by authorized representatives of the Union and will not contain any material that is defamatory to the Employer or that is not posted by an authorized representative of the Union.

3.13 Copies of the Collective Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within sixty (60) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally. Copies of the Collective Agreement will be stored in the Human Resources department. An electronic copy will be posted by the Employer to its intranet site.

3.14 Use of Volunteers

The Employer will not engage volunteers for Bargaining Unit Work unless mutually agreed to by the Parties.

ARTICLE 4 - NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Parties agree that no discrimination with respect to an Employee's employment or term or condition of employment will occur that is contrary to the *Human Rights Code* of British Columbia.

4.02 No Workplace Bullying and Harassment

The Parties recognize that all employees of the Employer have the right to work in an environment that is free from workplace bullying and harassment. Every employee plays a role in maintaining a bullying and harassment free workplace. In that regard:

- a) The Employer recognizes that it has a duty to ensure the health and safety of its Employees and, as a result, the Employer will take all reasonable steps necessary to prevent wherever possible, or otherwise minimize, workplace bullying and harassment in compliance with occupational health and safety laws and the Employer's applicable policies and procedures. The Employer recognizes that this duty applies to bullying or harassment of Employees by any person with whom the Employee comes into contact with as part of performing their position for the Employer, including patrons.
- All employees of the Employer will comply with the Employer's applicable policies and procedures respecting workplace bullying and harassment (including participating in

the Employer's investigation of complaints) and will report incidents of workplace bullying and harassment in accordance with those policies and procedures and in compliance with applicable occupational health and safety laws;

- c) The Employer will investigate and respond to complaints made under its workplace bullying and harassment policies and procedures in accordance with those policies and procedures and in compliance with applicable occupational health and safety laws; and
- d) The Parties recognize that, if the Union has reasonable grounds to conclude that the Employer's investigation into a complaint of bullying and harassment was conducted in a fundamentally flawed way, then the Union may file a grievance pursuant to this Article at Step 1 of the grievance procedure. The Parties acknowledge that the grievance procedure, however, is not to be pursued before an investigation is completed by the Employer and that the grievance procedure should not be used to circumvent or otherwise replace the Employer's workplace bullying and harassment policies and procedures. The Parties also acknowledge that if the Union has reasonable grounds to conclude that the Employer may be conducting the investigation in a fundamentally flawed way, then the Union must notify the Employer of the Union's concern at the earliest opportunity so that the Employer has the opportunity to respond to the concern prior to the conclusion of the investigation.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The management, supervision, direction, and control of the Employer's workplace, workforce, services, and operations (including its workplace policies and procedures including health and safety policies like vaccine policies) shall remain the exclusive function and determination of management of the Employer provided that such management, supervision, direction and control is done in good faith and does not contravene the express provisions of this Collective Agreement nor applicable laws. The question of whether the Employer's exercise of any of these management rights is restricted or limited by this Collective Agreement will be decided through the grievance and arbitration procedure or by mutual agreement of the Parties.

ARTICLE 6 – LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual Employee or group of Employees will undertake to represent or bind the Union at meetings with the Employer without proper written authorization from the Union. Similarly, no person or group of persons (whether or not employed by the Employer) will undertake to represent or bind the Employer at meetings with the Union without the proper written authorization from the Employer. Both Parties will share with each other a list of their authorized representatives for the purposes of conducting business with each other under or relating to the Collective Agreement.

6.02 Labour-Management Committee

a) Labour-Management Committee

A Labour-Management Committee will be established consisting of three (3) Employees appointed by the Union and three (3) exempt employees appointed by the Employer. All members of the Committee must be employed by the Employer.

b) Mandate of Committee

The mandate of the Committee is to promote the cooperative resolution of workplace issues and to make recommendations to the Parties on the following general matters:

- (1) Reviewing matters, other than grievances, relating to the maintenance of good labour relations between the Parties;
- (2) Identifying and correcting conditions causing or likely to cause grievances and misunderstanding; and
- (3) Any other matters mutually agreeable to the Parties.

c) Meetings of Committee

The Committee will meet at least one (1) time per month at a mutually agreeable time and place (including virtually). Its members will receive a notice and agenda of the meeting at least two (2) business days in advance of the meeting. Employees who are members of the Committee will not suffer any loss of pay for time spent attending Committee meetings.

d) Chairperson of the Meeting

An Employer and a Union representative will be designated from the Committee members as joint chairpersons and will alternate in presiding over Committee meetings.

e) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared in real time during the meeting. The Parties will alternate in recording minutes of meetings. Draft meeting minutes will be circulated to Committee members prior to the commencement of the next Committee meeting if the minutes were not otherwise approved and will be subject to Committee approval at that next meeting. Approval will be conditional on the decision of the majority of Committee members. Where the majority of the Committee members cannot agree to the approval of the minutes, the points of disagreement will be noted in the minutes. Meeting minutes shall not be circulated or referenced to anyone outside of the Committee until the minutes have been approved by the Committee.

f) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions except as confirmed in writing by the authorized representatives of the Parties referenced in Article 6.01. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

g) Committee Assistance

The Union Committee members and the Employer Committee members shall each have the right to have the assistance of advisors or outside counsel when dealing or negotiating with each other in Committee meetings. Such advisors or outside counsel shall have access to the Employer's premises in order to participate in those dealings or negotiations of the Committee where Committee meetings take place on the Employer's premises. Each Party will bare their own costs for the assistance of their advisors or outside counsel.

6.03 Bargaining Committee

A Bargaining Committee will be elected and consist of not more than four (4) members and one (1) alternate member of the bargaining unit as representatives of the Union, and not more than four (4) members and one (1) alternate member of the Employer as representatives of the Employer. The Union will advise the Employer of the Union nominees to the Committee. All members of the Committee must be employed by the Employer. The Union representatives on the Committee shall not suffer any loss of pay normally paid by the Employer while attending Committee meetings and Committee preparation meetings and the Employer will bill the Union for reimbursement of the wages and benefits paid to those Employees.

The Union Committee members and the Employer Committee members shall each have the right to have the assistance of advisors or outside counsel when dealing or negotiating with each other in Committee meetings. Such advisors or outside counsel shall have access to the Employer's premises in order to participate in those dealings or negotiations of the Committee where Committee meetings take place on the Employer's premises. Each Party will bare their own costs for the assistance of their advisors or outside counsel.

ARTICLE 7 – WAGES & PREMIUMS

7.01 Salary and Wages

The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each Employee will have access to an itemized statement of their salary/wages, overtime, other supplementary pay, and all deductions. If the Friday is a statutory holiday then the payment will be made on the Thursday prior.

7.02 First Aid Training and First Aid Attendant Premium

Employees who have been designated by the Employer, and who have agreed to serve, as First Aid Attendants, will be provided leave with pay to attend training courses required by the Workers Compensation Board to maintain a valid First Aid Level 1 or 2 Certificate as required. The Employer will pay for the course fees and required course materials. Employees with a Level 2 Certificate who are designated by the Employer as a First Aid Attendant will be paid a premium of \$1.00 per hour, less applicable statutory withholdings and deductions, for time worked during the designation period. Employees with a Level 1 Certificate who are designated by the Employer as a First Aid Attendant will be paid a premium of \$0.50 per hour, less applicable statutory withholdings and deductions, for time worked during the designation period.

7.03 Pay for Acting in a Higher Capacity Inside the Bargaining Unit

When the Employer designates an Employee to temporarily perform job duties that are only required of a higher pay rated position under the Collective Agreement, the Employee shall receive the rate of pay for the higher paying position when performing the job duties at the first increment step that results in an increase in pay, for each hour worked in the higher paying position.

7.04 Payroll Error

- a) A payroll error resulting in underpayment of wages to an Employee will be rectified by the Employer within five (5) business days of the error being confirmed by the Parties, absent exceptional circumstances outside the Employer's control that require additional time for the Employer to rectify the error (e.g. banking restrictions).
- b) A payroll error resulting in overpayment of wages to an Employee will be rectified by the Employer through a wage deduction when the error is confirmed by the Parties and following a reasonable repayment schedule for the Employee that is agreed to by the Parties.
- c) Where a payroll error resulting in an underpayment or an overpayment of wages to an Employee cannot be confirmed by the Parties, or where a reasonable repayment schedule for an overpayment cannot be agreed to by the Parties under (b), then the matter may be referred to arbitration at the last step of the grievance procedure.

ARTICLE 8 – HOURS OF WORK

8.01 Hours of Work

- a) Except as otherwise set out in this Article, or except as otherwise permitted by the Collective Agreement, the normal hours of work for Permanent Full-time Employees and Temporary Full-time Employees will be forty (40) hours per week consisting of five (5) consecutive shifts of eight (8) consecutive hours occurring between the hours of 8:00 a.m. and 5:30pm, in any seven (7) day period in the calendar week.
- b) Except as otherwise set out in this Article, or except as otherwise permitted by the Collective Agreement, the normal hours of work for Permanent Part-time Employees and Temporary Part-time Employees will be less than forty (40) hours per week, no more than five (5) consecutive shifts per week, and up to eight (8) consecutive hours

occurring between the hours of 8:00 a.m. and 5:30pm, in any seven (7) day period in the calendar week.

c) It is understood that Employees may also occasionally be expected to work additional weekly and daily hours, additional days of work, and additional hours falling outside of when their hours are normally scheduled for various position-related work as otherwise set out in paragraphs (a) and (b) above (e.g. Twilight Tuesdays). Any additional hours of work assigned to an Employee will be subject to overtime rates listed in 9.02 if applicable. Employees who perform the following positions will also have the following variations to the normal hours of work otherwise set out in paragraphs (a) and (b) above:

7:00am-5:30pm

Building Engineering Workshop

8:00am-6:00pm

Sales (Facility Rentals)

8:30am-9:00pm

Experiential Learning (FSL)

9:00am-6:00pm

Science Store

4:00pm-1:00am

Sales (Event Staffing)

- d) Casual Employees may be called in to work a shift at any time or times during the calendar week.
- e) Co-op Employees will work the normal hours of work applicable to the Department that they work for as detailed above.
- f) Employees who work as part of the On the Road Team will work the schedule of hours specified in their overtime averaging agreements.

8.02 Meal Period

One (1) unpaid meal period of thirty (30) minutes shall be scheduled for each Employee into their workday when they work at least five (5) consecutive hours.

8.03 Notice of Schedule and Changes to Normal Hours of Work

The hours of work of Employees (except Casual employees, Employees who work as part of the On the Road Team, and Employees performing the position of Birthday Party Host) shall be posted at least two (2) weeks in advance. The hours of work for Employees who work as part of the On the Road Team will be specified in their overtime averaging agreements. The hours of work for Employees performing the position of Birthday Party Host will be posted one week in advance.

The Employer shall endeavour to provide notice to Employees of any changes to their scheduled hours of work no less than 48 hours before their shift starts, unless there are unforeseen circumstances (including unexpected absences, unexpected closures, and unexpected third party event cancellations) in which case the Employer will give as much advance notice as reasonably possible in the circumstances.

If the Employer cancels an Employee's shift with less than 48 hours notice where the cancellation is not for unforeseen circumstances, or where the Employer retains the cancellation fee for the third party event, the Employee will be paid for the shift. For clarity, cancelled shifts due to snow closures are not compensated for.

ARTICLE 9 – OVERTIME

9.01 Definition of Overtime

Except as stated below in this Article, overtime will be defined as all time that the Employer requires the Employee to work that is in excess of eight (8) hours in a day or that is in excess of forty (40) hours in a week (with the weekly overtime to be calculated based on only the first 8 hours worked in a day and a week being Sunday to Saturday).

The definition of overtime for Employees who work as part of the Employer's On the Road Team under overtime averaging agreements will be as defined by the *Employment Standards Act* of British Columbia.

No Employee shall work any overtime unless they have prior approval from the Director, the VP of their department, or their delegate. Overtime worked without approval will not attract overtime pay.

9.02 Overtime Pay

- a) Subject to operational needs, overtime opportunities shall be awarded by seniority wherever reasonably possible to Employees in that classification who are qualified to perform the overtime work that is available. Preference will be given to Employees who are already working on a shift for the Employer at the time the overtime is needed to be worked.
- b) Overtime work will be paid for at the rate of one and a half times (1.5x) the Employee's regular straight time rate of pay for any time worked over eight (8) hours in a day, up to twelve (12) hours. For any time worked in excess of twelve (12) hours in a day, the Employee will be paid at the rate of two times (2x) the Employee's regular straight time rate of pay.
- c) An Employee may, within the same pay period in which the overtime is worked, request in writing to receive their overtime pay as a cash payment to be paid during that same pay period or as time off at the appropriate overtime rate to be taken at a time mutually agreed to by the Employee and their exempt manager in the calendar year in which the overtime was worked. The Employee's exempt manager will respond to requests in writing. Requests of the Employee will not be unreasonably denied. Where no agreement between the Employee and their exempt manager is reached, or where no requests are made within the pay period, overtime will be paid out in the same pay period the overtime is worked.

9.03 Call Out Pay

Call-out is defined as an Employee who has completed their regular shift and who is being called back in for unscheduled work by the Employer with less than forty-eight (48) hours' notice where the circumstances are foreseen and do not permit less notice being given under Article 8.03 (Notice of Schedule and Changes to Normal Hours of Work).

Subject to operational needs, call out opportunities shall be awarded by seniority to Employees wherever reasonably possible in that classification who are qualified to perform the call-out work that is available. An Employee who is called out as defined above will be paid either a minimum of two (2) hours at straight time rates, or at their applicable overtime rate for the time worked on the call out, whichever is the greater. This Article does not apply to Casual Employees or to Employees receiving standby pay under Article 9.04 (Standby Pay).

9.04 Standby Pay

For the purposes of this Collective Agreement, "standby" means a period of time where the Employer has directed an Employee to be immediately available to be called into work at a moment's notice and the Employee is immediately available for work.

Standby pay for Employees, excluding the Lobby Experience Team and Birthday Party Host, will be an additional \$100 (one hundred dollars) per pay period where the Employee is on standby.

Employees working in the Lobby Experience team or as a Birthday Party Host can be required to be on standby for a one-hour period and those so required will be paid their regular straight time pay for that one hour.

9.05 No Reduction in the Employee's Regular Schedule of Hours to Offset for Overtime

There shall be no reduction in hours to an Employee's regular schedule of work to offset any overtime which the Employee has worked.

9.06 Overtime Averaging Agreements

Employees who work as part of the Employer's On the Road Team will continue to be covered by overtime averaging agreements in accordance with the *Employment Standards Act* of British Columbia.

ARTICLE 10 – EMPLOYEE BENEFITS

10.01 Eligibility for Employee Benefits

Except as otherwise expressly provided for in this Article 10, the Parties acknowledge that only Permanent Full-time Employees and Temporary Full-time Employees who have passed their probationary periods with the Employer are eligible for benefits under this Article 10. The eligibility of a Permanent Full-time Employee and Temporary Full-time Employee for coverage under any of the benefit plans detailed in this Article 10 will be subject to the terms and conditions of the applicable benefit plans.

10.02 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured employee benefits covering Employees. The Employer shall provide a brochure describing all benefit plans to all eligible Employees. The brochure may be provided in digital form and may be created by the benefit provider.

10.03 Benefit Coverage for Permanent Full-time and Temporary Full-time Employees

The premium costs associated with benefit coverage will be shared as between the Employer and the eligible Employee, with the Employer being responsible to pay eighty percent (80%) of the premium cost and the eligible Employee being responsible to pay twenty percent (20%) of the premium cost of the following benefit plans for all eligible Employees and their dependants:

For Permanent Full-time Employees:

- a) Employer Health Tax/Medical Services Plan (if applicable)
- b) Group Life Insurance at one (1x) times an Employee's annual earnings to a maximum of \$100,000.
- c) Prescription Drug Plan 90%
- d) Dental Benefits Plan
- a) Basic (80%) & major restorative services (50%) (combined \$2000/year)
- b) Orthodontics (dependent children) 50% (\$1500/year)
- e) Vision Care: Up to \$350 per person in any twenty-four (24) consecutive months (or twelve (12) consecutive months for dependent children) for prescription contact lenses or eyeglasses. An additional \$110 per person in any twelve (12) consecutive months for eye examinations.
- f) Hearing Aids, including repairs: Up to \$500 per person per five (5) benefit years.
- a) Cochlear implants: Up to \$8000 per unit(s)
- g) Health Spending Account \$350 per twelve (12) consecutive months, with ability to carry-over twelve (12) months to the next calendar year to a maximum of \$700 (prorated when eligible: Jan-June \$350; July-Dec \$175)
- h) Short Term Disability (STD) plan (per plan booklet)
- i) Long Term Disability (LTD) plan (per plan booklet)
- j) Medical aide and supplies provided by medical suppliers: per current benefit booklet
- k) Orthotics: \$300 per person per twenty-four (24) consecutive months (or twelve (12) consecutive months for dependent children) if they are prescribed by an orthopaedic surgeon, podiatrist, or chiropodist.
- I) Orthopaedic shoes: \$500 per person (or \$300 per dependent child) per twelve (12) consecutive months.
- m) Out-of-province medical coverage.
- n) Semi-Private Hospital coverage or equivalent: \$165 per day (acute care); 100% (extended care)
- o) Practitioner services 90%
 - i. Acupuncturist \$500
 - ii. Chiropractor (and one (1) chiropractic x-ray combined) \$500
 - iii. Massage therapist \$500
 - iv. Naturopath \$500
 - v. Physiotherapist \$500
 - vi. Podiatrist/chiropodist \$500
 - vii. Psychologist/clinic counsellor/registered social worker \$500

- viii. Speech language pathologist \$500
- ix. Private-duty care by a registered nurse for a person with an acute condition in the person's home \$10,000 per calendar year or \$25,000 per lifetime, whichever occurs first.

For Temporary Full-time Employees:

- a) Employer Health Tax/Medical Services Plan (if applicable)
- b) Group Life Insurance \$20,000
- c) Prescription Drug Plan 80%
- d) Dental Benefits Plan
 - a. Basic services 80% (\$750/year)
- e) Hearing Aids, including repairs: Up to \$500 per person per five (5) benefit years.
- f) Health Spending Account \$350 per twelve (12) consecutive months, with ability to carry-over twelve (12) months to the next calendar year to a maximum of \$700 (prorated when eligible: Jan-June \$350; July-Dec \$175)
- g) Medical aide and supplies provided by medical suppliers: per current benefit booklet
- h) Orthotics: \$300 per person per twenty-four (24) consecutive months (or twelve (12) consecutive months for dependent children) if they are prescribed by an orthopaedic surgeon, podiatrist, or chiropodist.
- i) Orthopaedic shoes: \$500 per person (or \$300 per dependent child) per twelve (12) consecutive months.
- j) Out-of-province medical coverage.
- k) Semi-Private Hospital coverage or equivalent: \$165 per day (acute care); 100% (extended care)
- I) Practitioner services 90%
 - i. Acupuncturist \$300
 - ii. Chiropractor (and one (1) chiropractic x-ray combined) \$300
 - iii. Massage therapist \$300
 - iv. Naturopath \$300
 - v. Physiotherapist \$300
 - vi. Podiatrist/chiropodist \$300
 - vii. Psychologist/clinic counsellor/registered social worker \$300
 - viii. Speech language pathologist \$300
 - ix. Private-duty care by a registered nurse for a person with an acute condition in the person's home \$10,000 per calendar year or \$25,000 per lifetime, whichever occurs first.

Deductions for Eligible Employees

The Employee's share of the premium cost will be deducted from the Employee's earnings from the Employer following the Employer's standard payroll practices.

10.04 Employee and Family Assistance Program (EFAP) for all Employees

The Employer agrees to pay the premium cost of providing all Employees with access to an Employee and Family Assistance Program.

10.05 Changes to Benefits (including Premiums)

It is understood that the Employer or the benefit provider may at any time make changes to the benefits covering Employees (including the premiums for those benefits).

The Employer will not make any material changes to the benefits or the premiums where those changes contravene the express provisions of the Collective Agreement or materially reduce the benefits or materially increase the premium costs to Employees. The Employer will notify the Union if changes to the benefits are made.

10.06 Responsibility

Other than those decisions made exclusively by the benefit provider, the Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this Collective Agreement.

The Employee is responsible for payment of their share of the benefit premiums and non-payment of an Employee's share of the cost may result in cancellation of the benefits for the Employee. Participation in certain benefit plans covering Employees may be mandatory.

For clarity, if the Employer determines that the benefit provider has incorrectly denied a benefit claim by an Employee, then the Employer will notify the benefit provider and the Union of its position.

10.07 Change of Benefit Carriers

It is understood that the Employer may at any time substitute another benefit carrier for any benefit plan covering Employees, provided that the Employer still complies with Article 10.05. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

10.08 Overage Dependents for Permanent Full-time and Temporary Full-time Employees

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in an eligible school.

10.09 Continuation of Benefit Coverage for Permanent Full-time and Temporary Full-time Employees

Subject to the terms of the applicable benefit plans, and subject to the Employee still covering their share of the premium cost, the Employer shall continue to pay its share of the premium cost for continued benefit coverage during the following leaves of absence

- i) Paid leaves of absence;
- ii) Statutory leaves of absence under Part 6 of the *Employment Standards Act* of British Columbia; and
- iii) While absent due to illness.

If the Employee does not contribute their share of the premium cost then benefit coverage for the Employee and their dependents may terminate.

The Employer will also maintain the Employee's dependents' health benefits, at the predeath level, for a period of two (2) years, following the death of a full-time Employee, other than a retiree.

10.10 Personal Wellness Days for all Employees

Employees who have passed their probationary period will be granted two (2) personal wellness days per year without loss of pay, seniority, or benefits. Requests to use personal wellness days will be made to an Employee's direct exempt manager and shall not be unreasonably denied. Unused personal wellness days will not be banked and will not be paid out for any reason.

ARTICLE 11 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

11.01 Group RRSP

Employees who have passed probation with the Employer can be enrolled in, and can contribute to, the Employer's group Registered Retirement Savings Plan (RRSP) and will be subject to the plan terms. After one (1) year of continuous employment with the Employer, participating Permanent Full-time Employees will then be eligible for matching contributions from the Employer of up to four percent (4%) of the Employee's regular straight time earnings.

No matching contributions will be made during an unpaid leave of any kind.

The Employee is solely responsible for ensuring that contributions fall within required RRSP limits by the Canada Revenue Agency.

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave Defined

"Sick Leave" under the Collective Agreement means the period of time an Employee is permitted to be absent from work for medical reasons due to an illness or injury for which compensation is not payable under the *Workers Compensation Act* of British Columbia.

12.02 Amount of Paid Sick Leave

All Employees become eligible for paid Sick Leave after completing ninety (90) consecutive days of employment with the Employer. It is understood that an Employee may use paid Sick Leave where they need to provide care for a sick dependent.

Permanent Full-time Employees, Permanent Part-time Employees, and Temporary Full-time Employees are entitled to eight (8) paid Sick Leave days in each calendar year.

Temporary Part-time Employees, Casual Employees, and Co-op Employees are entitled to five (5) paid Sick Leave days in each calendar year.

12.03 Sick Leave Bank

A maximum of six (6) paid Sick Leave days per calendar year, including the first year of employment, can be carried over to the next year if unused, to a maximum paid Sick Leave bank of eighteen (18) days at any time. Unused Sick Leave days will not be paid out for any reason including on cessation of employment.

12.04 Proof of Illness or Injury

Following three (3) consecutive days of illness and/or injury, an Employee who reports to be absent from work for medical reasons may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness or injury, when reasonably required by the Employer. The Employer will reimburse the Employee for the cost of the doctor's certificate when the Employer requires it from the Employee.

Nothing in this Article is intended to take away from or otherwise restrict the medical inquiries that the Employer may need to make at any time as part of the workplace accommodation process or to confirm an Employee's fitness for work or to confirm the legitimacy of an absence for medical reasons where reasonable grounds exist for the Employer to do so.

12.05 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift for medical reasons will notify the Employer of this fact at least two (2) hours in advance of the commencement of their scheduled shift for which sick leave is being claimed; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice for medical reasons in which case the Employee will be expected to provide as much advance notice as possible. If an Employee is aware of their need to take a sick leave exceeding three (3) shifts (e.g., for a surgical or medical procedure) then the Employee is expected to notify the Employer at the earliest opportunity and must provide the Employer with a medical note substantiating the leave.

ARTICLE 13 – VACATION

13.01 Annual Vacation Time and Vacation Pay

a) Permanent Full-time Employees

Permanent Full-time Employees will be entitled to an annual vacation and vacation pay based on the date of permanent hire, as follows:

Length of Continuous Service from date of Permanent Hire as a Full-Time Employee	Vacation Time	Vacation Pay
From start of employment until 5 completed years of continuous service as a Permanent Full-time Employee	15 days	6% of the Employee's total wages during the year of employment entitling the Employee to the vacation pay
After 5 completed years of continuous service up to and including 8 completed years of continuous service as a Permanent Full-time Employee	20 days	8% of the Employee's total wages during the year of employment entitling the Employee to the vacation pay
After 8 completed years of continuous service on as a Permanent Full-time Employee	25 days	10% of the Employee's total wages during the year of employment entitling the Employee to the vacation pay

Vacation pay will be paid out to Permanent Full-time Employees during their actual vacation time.

b) Temporary Full-time Employees, Permanent Part-time Employees, and Temporary Part-time Employees

Temporary Full-time Employees, Permanent Part-time Employees, and Temporary Part-time Employees will receive an annual vacation and vacation pay based on the date of hire, as follows:

Length of Continuous Service	Vacation Time	Vacation Pay
From start of employment until 5	10 days	4% of the Employee's total
completed years of continuous		wages during the year of
service		employment entitling the
		Employee to the vacation pay
After 5 completed years of	15 days	6% of the Employee's total
continuous service and more		wages during the year of
		employment entitling the
		Employee to the vacation pay

Vacation pay will be paid out in their biweekly pay statements. For clarity, vacation time for this category of Employees is unpaid time given the vacation pay is paid as part of regular payroll.

c) Casual Employee and Co-op Employees

Length of Continuous Service	Vacation Pay
From start of employment until 5	4% of the Employee's total
completed years of continuous	wages during the year of
service	employment entitling the
	Employee to the vacation pay
After 5 completed years of	6% of the Employee's total
continuous service and more	wages during the year of
	employment entitling the
	Employee to the vacation pay

Vacation pay will be paid out in their biweekly pay statements. Casual Employees and Co-op Employees will not be eligible for vacation time.

13.02 Carry-Over of Vacation

Employees will be allowed to carry forward up to ten (10) days of unused vacation time into the next calendar year to be used prior to March 31 of that calendar year unless otherwise approved following the Employee's request to the Employer. Employees may request to carry over more vacation days for special circumstances and such requests will not be unreasonably denied by the Employer.

13.03 Vacation Scheduling

Vacation scheduling is subject to Employer approval. Every effort shall be made to allow vacations when requested by Employees subject to operational needs. Vacation scheduling requests will not be unreasonably denied. Where more than one Employee

requests to take vacation at the same time and approving all of the requests is not operationally possible, then the approval will be based on which Employee made the request first and if the requests were made at the same time then seniority will be the determining factor.

13.04 Unbroken Vacation Period

An Employee shall have the choice to use their paid vacation time as individual days or in an unbroken period subject to operational requirements. Requests to use vacation in an unbroken period shall not be unreasonably denied.

13.05 Approved Leave of Absence During Vacation

Where an Employee qualifies for sick leave due to hospitalization during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will be reinstated for use at a later date.

13.06 Vacation Pay on Termination

An Employee whose employment is terminated for any reason and who has earned but not yet been paid their vacation pay will receive their outstanding vacation pay on termination with their final pay.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 Statutory Holidays

The Employer recognizes the following as statutory holidays:

New Year's Day Labour Day

Family Day National Day for Truth & Reconciliation

Good Friday Thanksgiving Day Remembrance Day Christmas Day

Victoria Day Canada Day BC Day

And any other day defined as a statutory holiday under the *Employment Standards Act* of British Columbia.

Employees whose religious observances are not accommodated in the statutory public holiday list may choose to exchange their religious observance for one of the listed holidays if the exchange results in the same remuneration to the Employee.

14.02 Payment for Statutory Holidays

a) Permanent Full-time and Temporary Full-time Employees

An Employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the Employee's regular hourly rate or the Employee may request an alternate day off (lieu day) at a mutually agreeable time and failing such agreement the Employee will receive pay in lieu.

Payment for such lieu day will be based upon the entitlement the Employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. Holiday pay is payable for the entire shift where any part of the shift is worked on the holiday.

b) Permanent Part-time, Temporary Part-time, Casual, and Co-op Employees

Permanent Part-time, Temporary Part-time, Casual, and Co-op Employees who meet the eligibility requirements for statutory holiday pay under the *Employment Standards Act* of British Columbia will receive the statutory holiday pay entitlemnets specified in (a) above. No statutory holiday pay will be provided unless these requirements are met.

14.03 Statutory Holidays for Days Off

a) Permanent Full-time and Temporary Full-time Employees

When any of the above noted statutory holidays fall on an Employee's scheduled day off (excluding days off due to leaves), the Employee will receive a day off with pay to be taken at a time mutually agreed upon between the Employee and the Employer and failing such agreement the Employee will receive pay in lieu. For clarity, this Article is not intended to provide a day off with pay on the statutory holiday and another paid day off.

b) Permanent Part-time. Temporary Part-time, Casual, and Co-op Employees

Permanent Part-time, Temporary Part-time, Casual, and Co-op Employees who meet the eligibility requirements for statutory holiday pay under the *Employment Standards Act* of British Columbia will receive the statutory holiday pay entitlemnets specified in (a) above. No statutory holiday pay will be provided unless these requirements are met.

14.04 Statutory Holidays During Vacation or Paid Leave

If a statutory holiday falls or is observed during an Employee's vacation period the Employee will not be required to use a vacation day for the paid holiday. If a statutory holiday falls or is observed during an Employee's authorized paid leave period, that day shall count as a statutory holiday and not as a day of leave.

14.05 Science World Holidays

Science World will treat Easter Monday and Boxing Day as Science World Holidays for Permanent Full-time Employees and Temporary Full-time Employees who have passed their probationary periods with Science World, with the treatment of Science World Holidays to be as follows:

- a) Permanent Full-time Employees and Temporary Full-time Employees who are not scheduled to work on a Science World Holiday and who do not work on the Science World Holiday will bank one paid regular shift to be taken as paid time off within 60 days of banking the day.
- b) Permanent Full-time Employees and Temporary Full-time Employees who are scheduled to work on a Science World Holiday and who work on the Science World Holiday will be paid their regular wages for working that day plus will bank one paid regular shift to be taken as paid time off within 60 days of banking the day.

Banked days that have not been used within 60 days of the date of banking will be paid out in the next payroll period.

ARTICLE 15 – LEAVES

15.01 Employment Standards Act Leaves

Nothing in this Collective Agreement is intended to provide an Employee with a leave entitlement that is less than a leave entitlement that they are required to have under the British Columbia *Employment Standards Act*. Accordingly, where the Collective Agreement is silent on an Employee's leave entitlement under the British Columbia *Employment Standards Act*, the Collective Agreement will be read by the Parties as including that leave entitlement for that Employee to the extent required in the *Employment Standards Act*. Such leaves, unless otherwise added to, amended, removed, or replaced under the British Columbia *Employment Standards Act*, include the following statutory leaves:

- Maternity leave (section 50 of the *Employment Standards Act*)
- Parental leave (section 51 of the *Employment Standards Act*)
- Family responsibility (section 52 of the *Employment Standards Act*)
- Critical illness or injury leave (section 52.11 of the *Employment Standards Act*)
- Reservists' leave (section 52.2 of the *Employment Standards Act*)
- compassionate care leave (section 52.1 of the *Employment Standards Act*)
- disappearance of a child (section 52.3 of the *Employment Standards Act*)
- domestic or sexual violence leave (section 52.5 of the Employment Standards Act)
- death of a child (section 52.4 of the Employment Standards Act)

15.02 Bereavement Leave

All Employees shall be granted five (5) days for bereavement leave per calendar year without loss of pay and benefits on the death of the employee's spouse (including common law spouse), child (including step-children), parent, sibling, in-law, grandchild, grandparent, guardian, or anyone living with the Employee as a member of the Employee's family.

Employees in need of bereavement leave for significant persons not falling within the above noted list but who are part of the Employee's chosen family may request leave from the Employer under this Article. Such leave requests will not be unreasonably denied.

An Employee may request to the Employer to further use up to five (5) accumulated Sick Leave days. The granting of further days shall be at the discretion of the Employer but shall not be unreasonably denied.

15.03 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at work, the Employee will be entitled to up to ten (10) paid days without loss of their regular straight time earnings and benefits for this attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- b) Presents proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

Leave extending beyond ten (10) days will be considered an unpaid leave.

The Employee's seniority will continue to accrue for the duration of the leave.

15.04 Unpaid Education Leave of Absence

The Parties recognize that Employees may wish to enhance or advance their level of education in their chosen or aspiring profession. Accordingly, Employees may request a leave absence without pay for educational reasons subject to the approval of the Employer acting reasonably. Requests must be made to the Employer in writing.

During the approved education leave of absence, the Employee's seniority will continue to accrue as if they continued working their regular schedule of work for the Employer. Unless otherwise required by the *Employment Standards Act* of British Columbia, no other benefit of any kind or leave entitlement under the Collective Agreement will apply or accrue during the education leave of absence.

Subject to the terms of the applicable benefit plans, the Employee may elect to continue participating in those plans for their education leave but will be responsible for the full cost of the premium (i.e. including the Employer's share). Unless otherwise agreed to by the Employer, education leave approved under this Article must not exceed twelve (12) months.

This Article only applies to Permanent Employees who have completed at least twelve (12) calendar months of work for the Employer.

15.05 Union Leave for Union Duties

Upon written notification to the Employer, an Employee elected or appointed by the Union to represent the Union at the Union's annual convention, conferences, or workshops, or a meeting related to a position that the Employee holds within the Union (e.g. a Union Steward meeting), or as otherwise agreed between the Parties, may be allowed a leave of absence related to their representational duties subject to operational requirements. Requests for Union leave shall not be unreasonably denied.

Union leave shall not affect the Employee's seniority under this Collective Agreement and shall not, subject to the terms and conditions of the applicable plans, affect the Employee's eligibility for benefits. The Employer will continue the Employee's regular wages during the Union leave conditional on the Union reimbursing the Employer for such wages within ten (10) business days of receiving the invoice from the Employer.

15.06 Medical/Dental Appointments

All efforts should be made to book medical and/or dental appointments during the Employee's time off from work, however in the event that is not possible, an employee may use Sick Leave from their bank for the absence.

15.07 Indigenous Cultural Leave

The Employer and the Union recognize that they have a shared commitment to move towards a better future in the spirit of reconciliation and, in that regard, recognize the value of supporting Indigenous Employees in taking up to two (2) days leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these Employees to their culture and language. A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as reasonably possible shall be provided. Such leave shall not be unreasonably denied.

ARTICLE 16 – FEES & ALLOWANCES

16.01 Professional Fees

Where an Employee is required by the Employer to maintain a professional certification to perform their position for the Employer, the Employer will pay for the annual fees required by the certifying body to maintain that certification. For clarity, this entitlement only applies to those Employees who have passed probation and who have already been hired into the position that requires the professional certification and that have the professional certification in place at the time of hire into the position.

16.02 Mileage Allowance

When Employees are required by the Employer to use their own vehicles in the performance of their duties for the Employer, they will be reimbursed for all distance driven for Employer business purposes at the rate established by the Canada Revenue Agency for that year.

16.03 Equipment and Tools

The Employer will supply all tools and equipment reasonably required by Employees in the performance of their duties for the Employer. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer. Such equipment and tools remain the property of the Employer.

16.04 Uniforms and Personal Protective Equipment

- a) The Employer will provide uniforms to all Employees who the Employer requires to wear such uniforms when performing their job duties. Uniforms provided to the Employee will be weather appropriate based on their job duties.
 - Employees provided with uniforms must wear the uniforms in the condition provided to them. Employees must not alter or modify the uniform (reasonable fitting adjustments excepted) or put other articles of clothing or accessories on the uniform except those articles of clothing or accessories provided by the Employer to the Employees to wear. Employees will be permitted to wear Union pins with the Union logo.
- b) The Employer will make available to Employees personal protective equipment for use or for wear when that equipment is required by applicable occupational health and safety laws.

16.05 Safety Boot Reimbursement

The Employer will provide a safety boot reimbursement of up to two hundred (\$200) dollars every two (2) years to all Employees required to wear CSA approved safety footwear to perform their job duties for the Employer.

ARTICLE 17 – JOB DESCRIPTIONS, POSTINGS, & PROMOTIONS

17.01 Job Descriptions

- a) The Employer agrees to provide the Union with copies of job descriptions for each classification covered by the Collective Agreement. In the event changes are made to existing job descriptions, the Employer will provide the Union with the updated job description.
- b) In the event that any changes to an Employee's job description result in additional responsibilities for the Employee's position, then the Employer will provide adequate training to that Employee as reasonably required with respect to those additional responsibilities.

17.02 Job Postings

- a) When a vacancy occurs that the Employer wishes to fill or a new position is created within the bargaining unit, the Employer will post the position on the internal intranet and externally within fourteen (14) calendar days of the vacancy or new position being created. If the Employer chooses not to fill a vacant position, the Employer will notify the Union with the rationale.
- b) Job postings shall include the following:
 - a) Nature of the position
 - b) Required quailfications, including knowledge, work experience, education, and skills
 - c) Wage or salary rate or range
 - d) Shifts (if applicable)
 - e) Anticipated length (if temporary assignment)
 - f) Closing date

17.03 Job Appointments

- a) In making staff changes, transfers, hires, or promotions, seniority will only be the determining factor for the appointment where knowledge, skills and abilities are relatively equal between candidates for the appointment and the candidates otherwise meet the qualifications for the appointment.
- b) In any grievance arbitration pursuant to this provision, if the Union is able to demonstrate to the arbitrator that the senior applicant meets the qualifications for the appointment and has the skills, knowledge, and abilities to perform the job, the Employer must establish that such skills, knowledge and abilities are not relatively equal to that of the successful applicant.

17.04 Probationary Employees

Newly hired Employees in positions covered by this Collective Agreement will be subject to a three-month probationary period during which their suitability for continued employment in the position will be considered by the Employer. The Employer may extend the probationary period where there are reasonable grounds for the extension (e.g., absenteeism from work that provides the Employer with insufficient time to assess the Employee's suitability for continued employment). The Employer will notify the Union in writing of any extension to an Employee's probationary period.

During the probationary period, Employees will be entitled to all rights and privileges of this Collective Agreement unless otherwise specified. An Employee in their probationary period may be terminated at any time for just cause including reasons of unsuitability. Seniority will not accrue during a probationary period but if the Employee passes their probationary period then their seniority will be adjusted to include their probationary employment.

17.05 Trial Period

Employees who have passed their probationary periods with the Employer and who are appointed to a different position will be subject to a six-week trial period in which the Employer will consider the Employee's suitability for continued employment in that position and the Employee will consider whether or not they wish to continue to be employed in that position. If at the end of the trial period the Employer or the Employee determines that the Employee is unsuitable for continued employment in the position, then the Employee will be returned to their pre-trial period position with the applicable remuneration for that pre-trial period position and without loss of seniority.

Any other Employee appointed because of the rearrangement of positions under this Article will also be returned to their pre-trial period position and applicable remuneration without loss of seniority where such position exists.

17.06 Union Notification

The Union will be notified of all job postings, appointments, hirings, layoffs, recalls and terminations of employment covered by this Collective Agreement. The Union will be supplied a copy of each posting for positions covered by this Collective Agreement.

17.07 New Positions

When a new position is created that is covered by the Collective Agreement, the Employer will set a rate of pay for the position and immediately notify the Union. If this rate is acceptable to the Union, the Union will notify the Employer in writing and it will become the rate for the job. If the rate is not acceptable to the Union, the Union will notify the Employer in writing and negotiations will then take place between the Parties in an effort to establish a rate of pay, which is mutually satisfactory between the Parties. If the Parties are unable to reach an agreement within thirty (30) calendar days, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

17.08 Reclassifications

When the Union believes that the duties and/or levels of responsibilities of a position covered by the Collective Agreement have changed significantly and are in need of a reclassification, they shall have the right to initiate a reclassification discussion with the Employer by notifying the Employer in writing of the reclassification need, including the reasons they believe the position has significantly changed. The Employer and the Union will meet to discuss whether there have been any significant changes to the position. The Employer will review the material from the Union and render a decision on the Union's request for reclassification, which will be subject to the grievance procedure.

Any changes to the rate of pay for any position covered by the Collective Agreement shall be done by mutual agreement between the Employer and the Union or as determined by an arbitrator in the case of a grievance proceeding.

ARTICLE 18 - SENIORITY

18.01 Seniority Defined

Seniority is defined as the total number of straight time hours worked with the Employer in the bargaining unit. Seniority will be a factor that is considered by the Employer in determining preference or priority for promotion, transfer, demotion, layoff, recall, access to preferred shifts, vacations, and other such working conditions as set out in other provisions of this Collective Agreement. Seniority will operate on a bargaining-unit-wide basis.

18.02 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service under the Collective Agreement commenced as well as the total number of straight-time hours worked in a position covered by the Collective Agreement since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 17.04.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement unless otherwise indicated.

18.03 Seniority While Outside Bargaining Unit

When an Employee is temporarily appointed to an exempt position, the time worked by the Employee in the exempt position will count towards their seniority in the ordinary course so long as the Employee continues to contribute Union dues while performing the exempt position (such dues being the dues that they would have paid but for the temporary appointment). Upon completion of the temporary appointment, the Employee will be returned to their former position in the bargaining unit unless the Employee is offered and accepts other employment inside or outside the bargaining unit.

Any other Employee appointed because of the rearrangement of positions under this Article will also be returned to their former position and applicable remuneration without loss of seniority where such position exists.

Temporary appointments to an exempt position are not subject to the grievance procedure under this Collective Agreement and the decisions will be made within the sole discretion of the Employer. No Employee will be forced to take any position outside of the bargaining unit or to stay in the bargaining unit.

18.04 Loss of Seniority and Termination of Employment

An Employee will only lose their seniority and have their employment with the Employer terminated under the Collective Agreement in the event:

- a) They are discharged for just cause and are not reinstated by an arbitrator.
- b) They are discharged for frustration of contract for being medically unable to return to work for the Employer.
- c) They are on a layoff and they do not return to work within seven (7) calendar days after being notified of a recall to work, unless they have reasonable grounds to excuse their absences.
- d) They voluntarily resign their position in the bargaining unit.
- e) They are laid off in excess of twelve (12) months.
- f) They are a Temporary Employee whose contract has been completed and not extended.
- g) They are a Casual Employee who have consistently declined or cancelled shifts for a three (3) month period and do not have a reasonable explanation for the decline or cancellation.

ARTICLE 19 - LAYOFF & RECALL

19.01 Definition (Lay-Off)

A lay-off will be defined as a reduction of 50% or more in an Employee's regularly scheduled hours of work or regular straight time earnings averaged over the preceding eight weeks of employment. For clarity, the definition of a lay-off would not apply to Casual Employees and would not apply in the case of a reduction due to the expiry of a fixed term of employment.

19.02 Layoff Notice

In the event of a layoff, Employees will receive notice or pay in lieu of notice equivalent to the individual notice that they would be entitled to under the *Employment Standards Act* of British Columbia on a without cause termination. The decision as to whether an Employee receives notice or pay in lieu will be made by the Employer in its sole discretion.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within one (1) year will be credited with previous seniority.

19.03 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority. When layoffs occur, Permanent Employee(s) occupying the position(s) affected will have the right to accept the layoff and be placed on the recall list, or be entitled to exercise their seniority to displace a less senior Permanent Employee, subject to Article 19.04. Employees shall be recalled in the order of their seniority, providing they are

qualified to do the work. No new Employee will be hired until those laid off who are qualified to do the work have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

19.04 Displacement

- a) Permanent Employees who are subject to a layoff under Article 19.03 may exercise their seniority to displace a less senior Permanent Employee, provided that the Employee who is seeking to displace has, upon assessment of the Employer, the skills, knowledge, and ability to perform the work of the other position. The displaced Employee must be the least senior Employee in that job classification and must have the same or lesser employment status (i.e. full-time or part-time).
- b) The Employee subject to the layoff may only displace an Employee occupying a position at the same or lesser rate of pay. For clarity, no displacement will result in a wage increase to the Employee.
- c) The Employee subject to a layoff must inform the Employer of their desire to displace within seven (7) calendar days of being notified of layoff or such longer period as may be mutually agreed to by the Parties.
- d) An Employee who has chosen to displace shall be considered to have been recalled and may not displace any additional Employees.

ARTICLE 20 – GRIEVANCE & ARBITRATION PROCEDURE

20.01 Recognition of Union Stewards

The Employer acknowledges the rights and duties of Union Stewards and the Union as that relates to representing Employees in the grievance process. Union Stewards may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Union Steward.

20.02 Permission to Leave Work – Stewards

The Union recognizes that each steward is employed by the Employer and that they will not leave work during working hours except to the limited extent needed to carry out their proper duties as a steward under this Collective Agreement and except if they have first obtained permission to leave work from their immediate exempt manager.

Such approval will not be unreasonably denied.

All time that the Employer permits the steward to spend performing their steward duties under the Collective Agreement during their scheduled working hours will be considered as time worked but will not be used to trigger overtime entitlement under Article 9.01. Any time that a steward spends in performing their steward duties outside of their scheduled working hours will not be considered time worked.

20.03 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of the Collective Agreement.

20.04 Grievance Procedure

a) Step 1

Within thirty (30) calendar days of an alleged violation of the Collective Agreement or of the Employee becoming aware of an alleged violation, the Union will submit a grievance in writing to the Employee's direct manager. The Union, the Employee, and the direct manager will meet to discuss the grievance and possible resolutions of the grievance within seven (7) calendar days of receipt of the grievance. The direct manager will render their decision in response to the grievance in writing within fourteen (14) calendar days following the meeting. If no response is provided within the timelines, the grievance may be forwarded to the next step.

b) Step 2

If the grievance is not resolved at Step 1, the Union may escalate the grievance in writing to the Vice-President of Human Resources within fourteen (14) calendar days of receipt of the Step 1 response. The Vice-President of Human Resources or their delegate will meet with the Union to discuss the grievance and possible resolutions of the grievance within seven (7) calendar days of receipt of the grievance at Step 2. The Vice-President of Human Resources or their delegate will render their decision in writing in response to the grievance within fourteen (14) calendar days following the meeting. If no response is provided within the timelines, the grievance may be forwarded to the next step.

c) **Step 3**

If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Chief Executive Officer within fourteen (14) calendar days of receipt of the Step 2 response. The Chief Executive Officer or their delegate will meet with the Union to discuss the grievance and possible resolutions of the grievance within seven (7) calendar days of receipt of the grievance at Step 2. The Chief Executive Officer or their delegate will render their decision in writing in response to the grievance within fourteen (14) calendar days following the meeting. If no response is provided within the timelines, the grievance may be forwarded to the next step.

d) Step 4

If the grievance is not resolved at Step 3, the Union may advance the grievance to arbitration within fourteen (14) calendar days following the Employer's written response at Step 2 or by the date in which a decision should have been provided, whichever is earlier. The Parties will select a mutually agreeable Arbitrator.

20.05 Arbitration

The jurisdiction of an Arbitrator will conform to the provisions of the Labour Relations Code of British Columbia. Each Party will pay one-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

20.06 Step 2

Grievances related to the general application or interpretation of the Collective Agreement, the termination of an Employee, or concerns related to occupational health and safety may be immediately submitted at Step 2 of the grievance procedure.

20.07 Timelines and Grievance Abandonment

All timelines may be extended by written mutual agreement of the Parties. Where no mutual written agreement of the Parties takes place and a grievance is not submitted or advanced in accordance with the timelines noted above then the grievance is deemed to be abandoned.

20.08 Mediation

By mutual consent of the Parties in writing, the Parties may agree to use the services of a mediator to help resolve grievances at any time during the grievance process.

Each Party will pay one-half ($\frac{1}{2}$) of the fees and expenses of the mediator and any costs of the place of hearing of such mediation if and when the necessity arises.

The Parties will select a mutually agreeable mediator.

20.09 Employer-initiated Grievance

Nothing in this Collective Agreement is intended to prevent the Employer from initiating its own grievance with respect to any difference arising out of the interpretation, application, or alleged violation of the Collective Agreement.

In the event the Employer initiates a grievance, all efforts will be made between the Parties to resolve the Employer grievance within thirty (30) calendar days of the Employer submitting the grievance, in writing, to the Union. Failing these problem-solving efforts, the Parties shall refer the matter to Arbitration as per Article 20.05.

20.10 Additional Assistance

The Union shall have the right to have the assistance of a CUPE Local 1004 Business Agent and/or an advisor from CUPE National, and the Employer shall have the right to have the assistance of an outside advisor, when navigating the grievance process with each other under this Article at their own cost. Such representatives shall have access to the Employer's premises in order to attend the grievance meetings referenced in this Article where the meetings are held on the Employer's premises. Where this right is exercised, the Party obtaining this assistance will provide the other Party with at least twenty-four (24) hours advance written notice.

ARTICLE 21 – DISCIPLINE, DISCHARGE & PERSONNEL RECORDS

21.01 Principle of Progressive Discipline

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended without pay for disciplinary purposes, but only for just cause. In cases of disciplinary suspensions without pay or dismissals, proof of just cause will rest with the Employer.

21.02 Disciplinary Representation

a) An Employee who is called to a meeting by the Employer for the purpose of receiving discipline (including dismissal) will be advised of the purpose of the meeting in advance and will have the right to request the presence of a Shop Steward at that

- meeting (and in the event the Employee is a Shop Steward, the right to request another Shop Steward, CUPE Local 1004 Business Agent, or CUPE National Representative).
- b) An Employee who is called to an investigatory meeting by the Employer where there is the possibility of the investigation resulting in discipline to the Employee (including dismissal) will be advised of the purpose of the investigatory meeting in advance and will have the right to request the presence of a Shop Steward at that meeting (and in the event the Employee is a Shop Steward, the right to request another Shop Steward, CUPE Local 1004 Business Agent, or CUPE National Representative).
- c) The right to Union representation as discussed above is the right of the Employee to exercise. In the event the Employee does not want to have Union representation in the above noted meetings then the Employee must confirm their decision by signing a waiver that informs them of the right they are choosing not to exercise.
- d) An Employee does not have the right to Union representation in non-disciplinary meetings with the Employer or in investigatory meetings with the Employer where the outcome of the investigation would not be disciplinary to the Employee.
- e) A Shop Steward shall have the right to have the assistance of a CUPE Local 1004 Business Agent or a CUPE National Representative when representing Employees under this Article. The Employer shall similarly have the right to have the assistance of an outside advisor.

21.03 Notice of Disciplinary Action

The Employer will notify the Employee in writing, with a copy to the Union, if the Employer has taken disciplinary action against the Employee.

21.04 Sunset Clause

A record of disciplinary action (including disciplinary warning letters and disciplinary suspension letters) taken against an Employee will be removed from the Employee's personnel file and will not be used against the Employee for future progressive disciplinary purposes after twenty-four (24) working months provided that the Employee remains discipline-free and is not under an active disciplinary investigation during that twenty-four (24) month working period.

21.05 Access to Employee Personal Information in Personnel File

- a) Subject to compliance with applicable privacy laws, an Employee will have the right during normal business hours of the administration office to request to have access to their employee personal information contained in their personnel file.
 - The Employee is entitled to receive a copy of their personal information contained in their personnel file if requested, subject to compliance with applicable privacy laws.
- b) An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of their personnel file.

21.06 Discharge of Probationary Employee

The discharge of a probationary employee shall be subject to the grievance and arbitration procedure.

ARTICLE 22 - HEALTH & SAFETY

22.01 Shared Responsibilities

The Parties recognize that maintaining a healthy and safe workplace is everyone's responsibility. Accordingly, both Parties and all Employees are expected to conduct themselves in the workplace in a manner that complies with applicable health and safety laws including the *Workers Compensation Act* and *Occupational Health and Safety Regulation* of British Columbia.

22.02 Health and Safety Committee

- a) A joint Employer and Employee Health and Safety Committee will be established according to the Workers Compensation Act and Occupational Health and Safety Regulation of British Columbia and will perform the duties and functions as therein specified.
 - The Committee will normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the Collective Agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
- b) Subject to compliance with the *Workers Compensation Act* and *Occupational Health* and *Safety Regulation* of British Columbia, the Committee will consist of three (3) Employees appointed by the Union and three (3) exempt employees appointed by the Employer. All members of the Committee must be employed by the Employer. The Parties may mutually agree to more than three (3) representative members to be appointed to the Committee.
- c) Each Party shall elect a chairperson to serve as co-chair of the Committee. The co-chair will alternate chairing the meetings.
- d) As per the Workers Compensation Act and Occupational Health and Safety Regulation of British Columbia, Committee members will be entitled to eight (8) hours of occupational health and safety training each calendar year for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers Compensation Board of British Columbia. Time spent attending the training will be considered time worked and will be paid according to the Collective Agreement.
- e) A bulletin board specific to occupational health and safety will be posted in the workplace. Minutes of each Committee meeting will be posted on the board.
- f) The Union Committee members and the Employer Committee members shall each have the right to have the assistance of advisors or outside counsel when dealing or negotiating with each other in Committee meetings. Such advisors or outside counsel shall have access to the Employer's premises in order to participate in those dealings or negotiations of the Committee where Committee meetings take place on the Employer's premises. Each Party will bear their own costs for the assistance of their advisors or outside counsel.

22.03 Right to Refuse to Perform Unsafe Work

All Employees will have the right to refuse to perform unsafe work in accordance with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* of British Columbia and will not be disciplined for refusing to perform work that is unsafe.

22.04 Employer Incident Investigation

In the event the Employer is required to conduct an incident investigation under the Workers Compensation Act and Occupational Health and Safety Regulation, the Health and Safety Committee shall be notified and a Union member of the Health and Safety Committee will have the opportunity to participate in the investigation if reasonably available in accordance with the Workers Compensation Act and Occupational Health and Safety Regulation.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

23.01 Professional Development for Permanent Full-time Employees

- a) Permanent Full-time Employees may initiate a request to attend a workshop, training, seminar, or other type of educational session to develop skills, knowledge, and experiences to excel in their current position and/or to prepare for future career opportunities within the organization. Requests will include content, cost, relevancy to their role, and credibility of the organization offering the opportunity. Requests for professional development shall not be unreasonably denied.
- b) Employees whose requests have been approved under paragraph (a) above will be reimbursed for up to two hundred and fifty dollars (\$250) per calendar year for costs that the Employee incurs for that approved professional development. This amount will not carry over to future years if unused and will not be paid out if unused.
- c) Employees may agree to allocate all or part of their professional development reimbursement amount towards collectively funded professional development for attendance by multiple Employees. Exempt managers can identify such opportunities to Employees for consideration.

ARTICLE 24 - GENERAL/PERKS

24.01 Coffee & Tea

The Employer will provide coffee and tea in all Employee lunchrooms.

24.02 Science Store and Snack Lab Discount

Employees will receive a twenty-five percent (25%) discount at the Science Store and Snack Lab.

24.03 Employee Passes for all Employees

Employees who have passed probation will be provided with twelve (12) guest passes to Science World per calendar year, prorated for partial years of service and provided in two installments during the year.

24.04 Service Recognition for Permanent Full-time Employees

Permanent Full-time Employees who leave their employment in good standing may receive a Science World membership on their last day of work pursuant to the below:

One (1) year of service
Two (2) years of service
Three (3) years of service
One (1) year Science World membership
Two (2) year Science World membership
Three (3) year Science World membership

Four (4) years of service Five (5) years of service Six (6) or more years of service Four (4) year Science World membership Five (5) year Science World membership One lifetime Science World membership

ARTICLE 25 – TECHNOLOGY

25.01 Technological Change

Where the Employer intends to introduce a technological change into the workplace that adversely affects the terms, conditions, or security of employment of Employees, then the Employer must notify the Union at least sixty (60) calendar days' in advance of the proposed change(s) coming into effect and, after notice is given, meet in good faith to discuss the proposed change(s) and discuss potential options to mitigate possible effects of the proposed change(s) including layoff(s).

Any disputes arising in relation to the obligations of the Parties under this Article shall be subject to the Arbitration procedure set out in 20.06.

25.02 Workplace Surveillance

Unless as otherwise permitted by applicable privacy laws, the Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee and patron safety. Surveillance equipment will not be used for the purpose of regular monitoring of Employees in the workplace or at home unless otherwise permitted by applicable privacy laws.

25.03 Remote Work

Remote work requests must be made in writing to an Employee's manager. Remote work requests shall be subject to operational requirements and shall not be unreasonably denied.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Agreement Term

The term of this Agreement will be for two years from March 1, 2024 to February 28, 2026, both dates inclusive. If no Agreement is reached when this Agreement ends, it will continue until the earlier of when a lawful strike or lawful lockout begins, or until a new or renewed Agreement is reached.

Agreed to this <u>25th</u> day of <u>November</u>, 2024.

Tom Cummins

FOR THE EMPLOYER:	FOR THE UNION:		
Janyn Mocnie)	Rob Limongelli		
Taryn Mackie	Rob Limongelli – Administrator		
Brian Radburn Brian Radburn (Nov 25, 2024 13:55 PST)	Saul Blakey Saul Blakey (Dec 3, 2024 1/26 PST)		
Brian Radburn	Saul Blakey		
Held	5.4 in McDonald (Dec 2, 2024 15:21 PST)		
Heather Schwalm	Sarah McDonald		
Carmin Mackenzie (Nov 29, 2024 13:54 PST)	Michael Fong (Nov 30, 2024 X0.35 PST)		
Carmin Mackenzie	Michael Fong		
Gurreet Singh Judge Gurreet Eingh Judge (Nov V. 2024 A. 43 PM)	Craig Hudson (Nov 25, 2024 18:44 PST)		
Gurpreet Judge	Graig Hudson		
X	Jeff Porter Jeff Porter (Nov 25, 2024 13:39 PST)		
Devin McCormack	Jeff Porter		

<u>P1</u>

Lobby Experience

Event Facilitator

Public Programs Co-Op

Science Facilitator PT

Science Facilitator Co-Op

Spring & Summer Science Facilitator

Store

Souvenir Photographer

P2

Birthday Host

Camp In Facilitator

FSL Teaching/Lab Assistant

<u>P3</u>

Science Facilitator Core PT / MidTime

<u>P4</u>

Outreach Facilitator OTR

Summer Camp Leader

Day Camp Leader

Outreach Facilitator SSC

Ρ5

Science Facilitator FT

LET Keyholder FT

EL Lead Facilitator

Camp In InCharge

Store Keyholder FT

Sales Associate

FSL Facilitator

Event Coordinator PT

Finance Co-Op

P6

Junior Accountant

Finance Assistant

Database Administrator

EL Coordinator

P7

Senior Science Facilitator

<u>P8</u>

Graphic Designer

Building Maintenance

Purchasing Coordinator

Workshop Technician

P9

Graphic Design Project Manager

Exhibits Designer

Development Admin Assistant

Content Developer

Climate Education Specialist

EL Specialist

P10

Account Payable Coordinator

Technical Designer

Electronics Technician

Audio Visual Workshop Technician

<u>P11</u>

IT Assistant

Building Operator

Fundraising Coordinator

Supervisor, Sales & Events

Copywriter

Social Media & Email Specialist

Educator Programs Manager

P12

User Experience Lead

Senior Designer Exhibits

Senior Graphic Designer

Operations Corporate Strategist

P13

Grants & Foundations Officer

Marketing Program Manager

Facility Rentals, Outbound Sales Lead

P14

Corporate Partnerships Officer

Senior Copywriter

P15

Interpretive Planner

P16

Systems Administrator

March 1, 2024 - February 28, 2025

Hourly Rates**

Pay Grade*	Step 1 0-2080 Hours	Step 2 2081-4160 Hours	Step 3 4161-6240 Hours	Step 4 6241-8320 Hours	Step 5 8321+ Hours
1	\$20.01	\$20.41	\$20.82	\$21.24	\$21.66
2	\$20.25	\$20.66	\$21.07	\$21.49	\$21.92
3	\$20.86	\$21.28	\$21.71	\$22.14	\$22.58
4	\$21.94	\$22.38	\$22.83	\$23.29	\$23.76
5	\$23.50	\$23.97	\$24.45	\$24.94	\$25.44
6	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52
7	\$25.75	\$26.27	\$26.79	\$27.33	\$27.87
8	\$26.89	\$27.43	\$27.98	\$28.53	\$29.11
9	\$28.44	\$29.01	\$29.59	\$30.18	\$30.78
10	\$29.99	\$30.59	\$31.20	\$31.83	\$32.46
11	\$31.81	\$32.44	\$33.09	\$33.75	\$34.43
12	\$33.62	\$34.30	\$34.98	\$35.68	\$36.40
13	\$35.75	\$36.47	\$37.20	\$37.94	\$38.70
14	\$37.88	\$38.64	\$39.41	\$40.20	\$41.00
15	\$38.46	\$39.23	\$40.01	\$40.81	\$41.63
16	\$43.78	\$44.65	\$45.54	\$46.45	\$47.38

^{*}The parties acknowledge that if an Employee listed in the Schedule A wage grid is promoted into a position that is in a higher pay grade, then the Employee will be placed on the first step of that grade that would mean a wage increase to the Employee.

^{**} The parties acknowledge that the above noted hourly rates will be made retroactive to March 1, 2024 for Employees who are employed with the Employer as of the effective date of this Collective Agreement pursuant to the Memorandum of Settlement between the Parties. Retroactive payments to those Employees will be made as soon as reasonably possible following the date of ratification.

March 1, 2024 - February 28, 2025

Annual Rates**

Pay Grade*	Step 1 0-2080 Hours	Step 2 2081-4160 Hours	Step 3 4161-6240 Hours	Step 4 6241-8320 Hours	Step 5 8321+ Hours
1	\$41,621	\$42,453	\$43,306	\$44,179	\$45,053
2	\$42,120	\$42,973	\$43,826	\$44,699	\$45,594
3	\$43,389	\$44,262	\$45,157	\$46,051	\$46,966
4	\$45,635	\$46,550	\$47,486	\$48,443	\$49,421
5	\$48,880	\$49,858	\$50,856	\$51,875	\$52,915
6	\$50,960	\$51,979	\$53,019	\$54,080	\$55,162
7	\$53,560	\$54,642	\$55,723	\$56,846	\$57,970
8	\$55,931	\$57,054	\$58,198	\$59,342	\$60,549
9	\$59,155	\$60,341	\$61,547	\$62,774	\$64,022
10	\$62,379	\$63,627	\$64,896	\$66,206	\$67,517
11	\$66,165	\$67,475	\$68,827	\$70,200	\$71,614
12	\$69,960	\$71,344	\$72,758	\$74,214	\$75,712
13	\$74,360	\$75,858	\$77,376	\$78,915	\$80,496
14	\$78,790	\$80,371	\$81,973	\$83,616	\$85,280
15	\$79,997	\$81,597	\$83,229	\$84,893	\$86,591
16	\$91,062	\$92,872	\$94,723	\$96,616	\$98,550

^{*}The parties acknowledge that if an Employee listed in the Schedule A wage grid is promoted into a position that is in a higher pay grade, then the Employee will be placed on the first step of that grade that would mean a wage increase to the Employee.

^{**} The parties acknowledge that the above noted annual rates will be made retroactive to March 1, 2024 for Employees who are employed with the Employer as of the effective date of this Collective Agreement pursuant to the Memorandum of Settlement between the Parties. Retroactive payments to those Employees will be made as soon as reasonably possible following the date of ratification.

March 1, 2025 - February 28, 2026

Hourly Rates**

Pay Grade*	Step 1 0-2080 Hours	Step 2 2081-4160 Hours	Step 3 4161-6240 Hours	Step 4 6241-8320 Hours	Step 5 8321+ Hours
1	\$20.41	\$20.82	\$21.24	\$21.66	\$22.09
2	\$20.66	\$21.07	\$21.49	\$21.92	\$22.36
3	\$21.28	\$21.71	\$22.14	\$22.58	\$23.03
4	\$22.38	\$22.83	\$23.29	\$23.76	\$24.24
5	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95
6	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05
7	\$26.27	\$26.80	\$27.34	\$27.89	\$28.45
8	\$27.43	\$27.98	\$28.54	\$29.11	\$29.69
9	\$29.01	\$29.59	\$30.18	\$30.78	\$31.40
10	\$30.59	\$31.20	\$31.82	\$32.46	\$33.11
11	\$32.45	\$33.10	\$33.76	\$34.44	\$35.13
12	\$34.29	\$34.98	\$35.68	\$36.39	\$37.12
13	\$36.47	\$37.20	\$37.94	\$38.70	\$39.47
14	\$38.64	\$39.41	\$40.20	\$41.00	\$41.82
15	\$39.23	\$40.01	\$40.81	\$41.63	\$42.46
16	\$44.66	\$45.55	\$46.46	\$47.39	\$48.34

^{*}The parties acknowledge that if an Employee listed in the Schedule A wage grid is promoted into a position that is in a higher pay grade, then the Employee will be placed on the first step of that grade that would mean a wage increase to the Employee.

March 1, 2025 - February 28, 2026

Annual Rates**

Pay Grade*	Step 1 0-2080 Hours	Step 2 2081-4160 Hours	Step 3 4161-6240 Hours	Step 4 6241-8320 Hours	Step 5 8321+ Hours
1	\$42,453	\$43,306	\$44,179	\$45,053	\$45,947
2	\$42,962	\$43,832	\$44,702	\$45,593	\$46,505
3	\$44,257	\$45,148	\$46,060	\$46,972	\$47,906
4	\$46,548	\$47,481	\$48,436	\$49,412	\$50,409
5	\$49,858	\$50,855	\$51,873	\$52,913	\$53,974
6	\$51,979	\$53,019	\$54,080	\$55,162	\$56,265
7	\$54,631	\$55,734	\$56,838	\$57,983	\$59,129
8	\$57,050	\$58,195	\$59,362	\$60,529	\$61,760
9	\$60,388	\$61,548	\$62,778	\$64,030	\$65,303
10	\$63,627	\$64,900	\$66,194	\$67,531	\$68,867
11	\$67,488	\$68,825	\$70,204	\$71,604	\$73,047
12	\$71,328	\$72,771	\$74,214	\$75,699	\$77,226
13	\$75,847	\$77,375	\$78,924	\$80,494	\$82,106
14	\$80,366	\$81,979	\$83,612	\$85,288	\$86,986
15	\$81,597	\$83,229	\$84,893	\$86,591	\$88,323
16	\$92,884	\$94,729	\$96,618	\$98,548	\$100,521

^{*}The parties acknowledge that if an Employee listed in the Schedule A wage grid is promoted into a position that is in a higher pay grade, then the Employee will be placed on the first step of that grade that would mean a wage increase to the Employee.