

MEMORANDUM OF AGREEMENT

The bargaining representatives of the Pacific National Exhibition and the bargaining representatives of the Canadian Union of Public Employees, Local 1004 unanimously agree, without reservation, to recommend to their respective principals for their ratification the following terms and conditions for a renewal of the collective agreement that expired December 31, 2022. All of the terms and conditions of the expired collective agreement shall continue in force and effect in the renewal collective agreement, save and except as hereinafter amended.

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

Article 1 – Term of Agreement

- a) This Agreement shall remain in force and effect for January 1, ~~2024~~ **2023** up to and including December 31, ~~2022~~ **2026**.
4. Effective upon date of ratification, article 3.3 will be amended as follows:
 - 3.3 Union Dues
 - (a) All bargaining unit employees shall pay to the Union, such dues and assessments as are levied by the Union in accordance with its Constitution and Bylaws.
 - (b) The Employer shall deduct such amounts from each employee's biweekly pay cheque and shall forward same to the Secretary Treasurer of the Union, no later than the 15th day of the following month, together with a list of those employees from whom deductions were made. **Along with this, the Employer shall also provide the Union with a breakdown of any premiums paid and details of all overtime hours worked.**
 - (c) The Employer shall show the total amount of Union dues and levies deducted on the employees' T4 slips.
 - (d) The Employer shall deduct the full amount of Union dues and fees from each fair-time employee's first pay cheque, which amount shall be forwarded to the Union with the employee's application for Union membership.

5. Effective upon date of union ratification, article 17.10 will be amended as follows:

17.10 Equipment and Mentoring Training Program

(b) Employees doing the training under this section [17.10(a)] shall be paid a premium of ~~\$1.50/hour~~ **\$2.00 per hour** at the hourly rate paid above their normal rate for the time actually spent doing the training.

6. Effective upon date of union ratification, article 17.12 will be amended as follows:

17.12 Gratuities

The Employer will **provide a gratuity option in PNE F&B stands. The set-up of specific gratuity options on payment terminals will remain at the discretion of Management.** **The Employer will** pay employees the share of Employer collected gratuities to which they are entitled, as soon as operationally possible after its receipt of such monies from the applicable client following the event for which the gratuities were collected.

~~Past practice will continue with regard to tipping (including tip cups).~~ **Tip Cups will continue to be used as per past practice for sales bars during catered events.**

7. Effective upon date of union ratification, article 17.16 will be created as follows:

17.16 Food Safe Certification

When deemed a requirement of their job, the Employer will pay a fee charged by the applicable licensing authority for the Food Safe Certification course and subsequent renewals as required by the Employer.

8. Effective upon date of union ratification, article 18 will be amended as follows:

Article 18 - CLOTHING ALLOWANCE, cell phones and Personal protective equipment

- (a) PNE Operation: Regular full-time employees excluding clerical shall receive ten **thirteen** cents (~~\$0.10~~) **(\$0.13)** per hour for each regular straight-time hour actually worked as a monthly allowance towards the purchase of clothing (including approved safety footwear, coveralls and rain gear) which must be used at work. In addition, eligible regular full-time employees shall be paid this allowance while they are on vacation and/or sick leave.
- (b) The above notwithstanding, full-time PNE Operations mechanics will, upon request and on an as needed basis, be issued coveralls which they shall be required to wear at work.

- (c) Playland Operation: Regular full-time Playland employees excluding clerical shall receive ~~five~~ **eight** cents (~~\$0.05~~) **(\$0.08)** per hour for each regular straight-time hour actually worked as a monthly allowance towards the purchase of clothing (including approved safety footwear and other items of work clothing that they are not issued by the Employer), which must be used at work. In addition, eligible regular full-time employees shall be paid this allowance while they are on vacation and/or sick leave.
- (d) Seasonal employees in the Playland Operation shall be issued a uniform, which they shall be required to wear at work. This uniform must be returned when the seasonal employee's employment terminates.
- (e) Playland Operation: Regular full-time employees and casual employees in the Playland Operation shall be furnished with a uniform and/or coveralls, which they shall be required to wear at work.
- (f) Playland Operation: Regular full-time employee and casual employees shall also be provided with rain gear, on an as needed basis.
- (g) **The PNE will provide employees with the personal protective equipment (PPE) in accordance with WorkSafe BC requirements.**
- (h) **Regular fulltime employees will be provided with PNE issued cell phones if their manager deems that it is necessary for the fulfillment of their regular duties. They will not be required to use their personal cell phones for regular duties without mutual agreement and compensation to a maximum of \$50/month (or \$.30/hour).**

9. Effective upon date of union ratification, article 21.2 will be amended as follows:

Plan "C" – Orthodontic Services: fifty (50%) of the approved fee schedule, to a lifetime maximum of ~~three thousand (\$3,000)~~ **four thousand (\$4,000) dollars per plan holder and dependent.**

10. Effective upon date of union ratification, article 29.5 shall be added to Article 29 as follows:

29.5 ~~Complimentary Passes and Employee Discount~~

The Employer will offer Employees a thirty percent (30%) discount on the purchase of food & beverage (non-alcoholic) items at PNE operated concession stands deemed eligible for a discount. Exclusions may apply

based on Management discretion as outlined in the PNE's Employee Staff Discount Policy.

12. Effective upon date of union ratification, Letter of Understanding #1 will be renewed and amended as follows:

LETTER OF UNDERSTANDING #1

RE: ~~DRAFT-BEER~~ ALCOHOL SALES IN CONCESSION STANDS

This Letter applies only to PNE Operations. It is appended to and forms part of the Agreement that expires December 31, 2022 2026. It expires automatically with the expiry of that Agreement.

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

1. Draft beer **and ready-to-drink (RTD) alcoholic beverages** may be sold in concession stands by concession workers, who shall receive their regular straight-time rate of pay.
2. Bartenders on the seniority list, as of the date of execution of this 2023-2026 Agreement shall not lose any hours of work, as a result of the change involved in the sale of draft beer in concession stands by concession people.

13. Effective upon date of union ratification, a new letter of understanding will be established as follows:

**Letter of Understanding #
Employee Washrooms**

This letter is appended to and forms part of the agreement that expires December 31st, 2026. It expires automatically with the expiration of the agreement.

By October 31st, 2024, the employer and the union will meet to discuss the status of washroom facilities on site for employee use and provide reasonable solutions to increase level of access during peak operational periods.

By December 31st, 2024, the employer will present to the Union a plan that details the number of washrooms available in each venue on site and as well for Playland and Fair. The plan will work to address the following issues identified by the union:

- Level of employee access to gender neutral facilities including employee only facility access
- Significant time spent by employees in washroom line ups during peak operational periods

14. Effective upon date of union ratification, a new letter of understanding will be established as follows:

**Letter of Understanding #
Review and Classification of Positions and Premiums**

This letter is appended to and forms part of the agreement that expires December 31st, 2026. It expires automatically with the expiration of the agreement.

By September 30th, 2024, the union and employer will meet to review tasks associated with the classification and appropriate compensation on the following existing or proposed new positions:

- New PNE/Playland Site Security Supervisor
- PNE Pass person
- First Aid Attendants
- Labour Foreperson III
- Foreperson II Gardening without TQ
- High Climb and High Angle Premium (feasibility of adding to wage rate)

The review of these positions will be completed by December 31st, 2024 unless an extension is mutually agreed between the parties.

It is agreed that compensation for the above mentioned existing positions will not be reduced as a part of this process.

15. Effective upon date of union ratification, a new letter of understanding will be established as follows:

**Letter of Understanding #
Employee Complimentary Ticket Allotments**

This letter is appended to and forms part of the agreement that expires December 31st, 2026. It expires automatically with the expiration of the agreement.

The Employer will provide employees with the following complimentary ticket allotment:

Employee Group	Fair Gate	Fair Ride	Playland Season
Fulltime PNE	6	2	4
Fulltime Playland	6	2	10
Part-time Seniority	4	0	2
Seasonal Seniority	2	0	2

Nothing in this Article precludes the Employer from offering additional ride or entry to employees but doing so is at the employer's discretion. This may include Fright Nights or Winter Fair.

The parties agree that if the business operation is impacted by negative circumstances, including but not limited to global pandemics or operational constraints such as reduced event capacities or curtailment of business operations, there may be reductions or changes in complimentary ticket offerings.

16. Confirmation of Practice (not to be included in the collective agreement):

- a. The PNE has had a practice of providing Food and Beverage (F&B) concessions employees a staff meal credit. As of April 1st, 2024 the PNE will be ending this practice.
- b. The PNE will be implementing a new Time & Attendance system in 2024 that will be mandatory for all CUPE employees. Included in this implementation is a scheduling system that employees will be required to interact with in order to accept shifts. Employees will be trained on this new system in 2024.
- c. The PNE will ensure that employee onboarding includes advisement of CUPE membership and contact information.
- d. Extended health plan will increase mental health support to include clinical counsellors to a combined value of \$900.
- e. The Employer will provide for a discounted option for an external fitness facility (ie-Hastings Community Centre). The discount will be determined by external facility's policies.

17. General Wage Increases:

Effective January 1, 2023*	4.50%
Effective January 1, 2024	4.00%
Effective January 1, 2025	3.50%
Effective January 1, 2026	3.00%

General wage adjustments will always be applied to the wage rates that were negotiated in collective bargaining or based on updated wage rates due to job evaluation, whichever is higher. All wage rates will be in compliance with BC Employment Standards minimums.

18. Sign offs to be included in MOA:

- Article 2: Definition of Seasonal Employee
- Article 20.6: Periods When Vacations May Be Taken
- Article 25.2: Bereavement Leave
- Article 29.6: Onsite Smoking and Vaping
- LOU#5: Parking
- Seasonal F&B and Guest Experience employees will be reclassified as regular part-time. New part-time positions will be created specifying primary location of work.

19. All Letters of Understanding will be renewed except for the following:

- Letter of Understanding #4 – First Aid Certificates
- Letter of Understanding #12 – Automated Shift Scheduling

20. Effective January 1, 2025:

A)

Article 18 – Clothing, **Cellular Phone and Protective Equipment Allowance**

(a) PNE Operation: Regular full-time employees excluding clerical shall receive ~~ten cents (\$0.10)~~ **fifteen cents (\$0.15)** per hour for each regular straight-time hour actually worked as a monthly allowance towards the purchase of clothing (including approved safety footwear, coveralls and rain gear) which must be used at work. In addition, eligible regular full-time employees shall be paid this allowance while they are on vacation and/or sick leave.

(b) The above notwithstanding, full-time PNE Operations mechanics will, upon request and on an as needed basis, be issued coveralls which they shall be required to wear at work.

(c) Playland Operation: Regular full-time Playland employees excluding clerical shall receive ~~five cents (\$0.05)~~ **ten cents (\$0.10)** per hour for each regular straight-time hour actually worked as a monthly allowance towards the purchase of clothing (including approved safety footwear and other items of work clothing that they are not issued by the Employer), which must be used at work. In addition, eligible regular full-time employees shall be paid this allowance while they are on vacation and/or sick leave.

B)

Article 21.1 Medical Services Plan and Extended Health and Benefits

C) Extended Health Benefits under this section shall include prescription eyeglass/contact lenses or ~~laser eye surgery~~ coverage providing a maximum benefit of five hundred dollars (\$500) per person in each twenty-four (24) month period. **Laser eye surgery will be provided at a maximum of five hundred dollars (\$500) per eye one time only for employees only.** The maximum usage cap for Extended Health Benefits shall be three million dollars (\$3,000,000.00)

21. General Housekeeping:

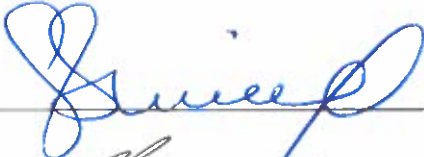
The parties shall perform any and all "general housekeeping" required for the renewal collective agreement, at the time of preparing the legal documents for execution. The purpose of this "general housekeeping" is to ensure that amendments resulting from collective bargaining do not create ambiguities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


- Updates to job titles in the wage schedules
- Trades Qualification language
- Clarifying PNE vs. Playland Employees referring to geographic locations as "Park" and "Playland"

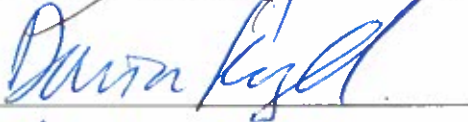
Agreed in the City of Vancouver, BC this 4th day of June, 2024


FOR THE PNE

FOR THE UNION

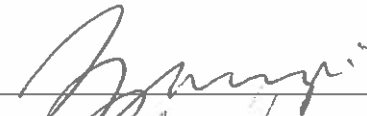



















CUPE Local 1004 & PNE Proposal
January 26, 2024
Errors & Omissions Excepted

Article 2: Definitions

(c) "Seasonal employee" is a Playland Operations seasonal employee who is employed in a classification listed under Schedule C-2, for any number of shifts or hours, during the Division's operating season. **Seasonal employees may also be scheduled to supplement part-time operations when operationally required.**

For the Union


Signature

Jan. 26, 2024
Date

For the PNE


Signature

Jan 26, 2024
Date

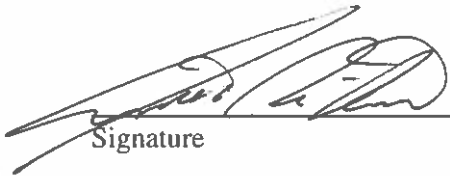
CUPE Local 1004 & PNE Proposal
January 26, 2024
Errors & Omissions Excepted

20.6 Periods When Vacations May Be Taken

(a) The periods when regular full-time employees may take their annual and supplementary vacations are as follows, **unless otherwise mutually agreed upon**:

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

For the Union



Signature

Jan. 26, 2024
Date

For the PNE



Signature

Jan 20, 2024
Date

CUPE Local 1004 & PNE Proposal
February 5, 2024
Errors & Omissions Excepted

25.2 Bereavement Leave

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

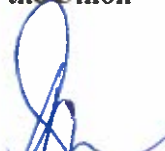
(a) Regular full-time employees who have completed ~~six (6)~~ **three (3)** months of continuous service shall be granted bereavement leave upon their request without loss of pay for up to three (3) working days, in the event of the death or imminent death of the following:

(1) the employee's spouse, child (including still-birth and miscarriage), step-child, sibling, step-sibling, parent (including legal guardian with whom employee lived), step-parent, parent-in-law, grandparent, **grandchild** or common-law spouse; or


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

(3) At the discretion of the applicable department head and in consultation with People & Culture, additional leave with or without pay may be granted upon request.

For the Union

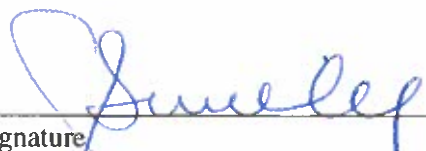


Signature



Date

For the PNE



Signature



Date

CUPE Local 1004 & PNE Proposal
January 26, 2024
Errors & Omissions Excepted

29.6 Onsite Smoking and Vaping

The Employer will provide designated staff smoking areas for staff to utilize during rest periods. Only use of tobacco vapes and cigarettes will be permitted.

For the Union

For the PNE



Signature



Signature

Jan. 26 2024

Date

Jan 26, 2024

Date

CUPE Local 1004 & PNE Proposal
February 1, 2024
Errors & Omissions Excepted

LETTER OF UNDERSTANDING #5

RE: PARKING


This Letter is appended to and forms part of the Agreement that expires December 31, 2022. It expires automatically with the expiry of that Agreement unless otherwise renewed.

The Employer shall provide free parking to regular full-time employees during the annual fair on the same basis as it provides for its exempt staff, including transportation to/from off-site parking, between the hours of 8:00 pm to and including 6:00 pm am.

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

Employees working between 12:00 midnight and 8:00 am shall be allowed to park ~~in Lot No. 6~~ onsite in a designated area as approved by Management. Individual employees who abuse this benefit in any way shall be subject to disciplinary process, subject to Article 7 - Grievance and Arbitration Procedures.

For the Union

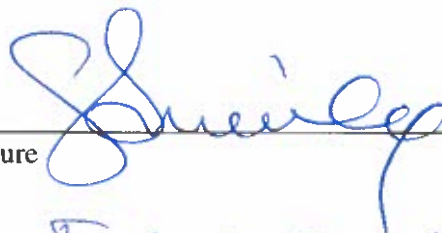


Signature

1/2/2024

Date

For the PNE



Signature

Feb 1, 2024

Date

CUPE Local 1004 & PNE Proposal
January 26, 2024
Errors & Omissions Excepted

The PNE proposes to make the following amendments to the collective agreement, effective upon date of union ratification.

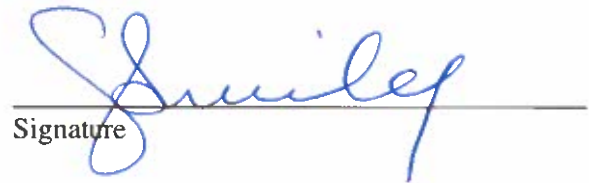
- 1) Effective April 1st, 2024, all seasonal F&B employees will be reclassified as regular part-time. New part-time positions will be created specifying primary location of work (ie- Concessions Attendant - Playland).
- 2) Effective April 1st, 2024, all seasonal Guest Experience will be reclassified as regular part-time. New part-time positions will be created specifying primary location of work (ie- Guest Services Attendant - Playland).

For the Union


Signature

Jan. 26, 2024
Date

For the PNE


Signature

Jan. 26, 2024
Date

