

COLLECTIVE AGREEMENT
between
Pacific National Exhibition
and
International Union of Operating
Engineers, Local 882

Term of Agreement: March 1, 2007 to February 28, 2011

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LETTER OF UNDERSTANDING #139

THIS AGREEMENT entered into the 13th day of August 2008

BETWEEN: PACIFIC NATIONAL EXHIBITION

(hereinafter called "the Exhibition")
OF THE FIRST PART

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

(hereinafter called "the Union")
OF THE SECOND PART

WHEREAS the Exhibition is an employer within the meaning of the *Labour Code of British Columbia Act, 1973*;

AND WHEREAS the Union is a labour organization within the meaning of the said Act and is the bargaining authority for that group of employees known as operating engineers;

AND WHEREAS the parties hereto have carried on collective bargaining under the terms of the said Act and have reached an agreement as hereinafter expressed;

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

1. TERM OF AGREEMENT

1.01 This Agreement shall be for a **term of four (4) years**, effective from **March 1, 2007 to February 28, 2011**, both dates inclusive. Should either party hereto at anytime within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under *Section 46 of the Labour Relations Code*, this Agreement shall continue in full force and effect, and neither party shall make any change nor alter the terms of this Agreement until:

- (a) the Union can lawfully strike in accordance with the provisions of *Part 5 of the Labour Relations Code*; or
- (b) the Employer can lawfully lock out in accordance with the provisions of *Part 5 of the Labour Relations Code*; or
- (c) the Parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement; whichever is the earliest.

It is understood and agreed between the Employer and the Union that the operation of *subsection (2) of Section 50 of the Labour Relations Code* is hereby excluded from and shall not be applicable to this Agreement.

2. UNION SECURITY

- 2.01 All employees of the Exhibition who are now members of the Union shall remain so and all new employees shall sign a check-off card as a condition of employment and must become members of the Union after completion of seven (7) days of service with the Exhibition. The Exhibition reserves the right to select all new employees, but first agrees to notify the Union of any vacancies that occur. The Exhibition agrees to consider all applicants put forward by the Union.
- 2.02 Any temporary employee employed within the Union's jurisdiction for more than three (3) days in any calendar month shall be required to pay applicable working dues.
- 2.03 All employees shall receive a copy of this Agreement. The Exhibition will honour an employee's written assignment of wages and deduct and pay over to the Union any monthly dues, assignments or initiation fees levied in accordance with the Union's By-laws, owing by him to said Union.
- 2.04 Deduction shall be made from the employee's bi-weekly pay cheque and forwarded to the Secretary Treasurer of the Union not later than the 15th of the following month together with a list of names of all employees from whose remuneration Union dues and/or Assessments were deducted.

Dues deducted shall be entered on the employee's T4 slip.

2.05 Successorship

The Exhibition shall voluntarily recognize the Union's certificate and its Collective Agreement with the Union should it relocate and operate its current business or a substantially similar business at an alternate site.

3. HOURS OF WORK

- 3.01 The work week shall consist of forty (40) hours per week and five (5) consecutive shifts of eight (8) hours per day inclusive of a one-half (2) hour lunch break, **with the exception of those employees who work the compressed ten (10) hour work week.**
- 3.02 Regular full-time employees shall be given not less than ten (10) consecutive hours free from work between each shift worked. Where a regular full-time employee is required to work within the ten (10) hour work-free period, the time so worked shall be subject to the appropriate overtime provisions.

3.03 Compressed Work Week

- (1) All regular full-time Engineers shall work a compressed work week comprising of four (4) days per week and ten (10) hours per day, at straight time rate, with a minimum of two (2) consecutive days off.

Work in excess of ten (10) hours per day or forty (40) hours per week shall be paid at double time (2X) rates. The parties also agree that casual Engineers may work up to ten (10) hour shifts, at straight time rates, if so required. Any schedule which requires an employee to work overtime must be approved by management in advance.

- (2) Employees shall be paid a shift differential of seven percent (7%), calculated on their basic rate for all time worked on afternoon shift, as defined above, including weekends; and nine percent (9%), calculated on their basic rate for all time worked on night shift, as defined above, including weekends. When the Exhibition schedules an employee to work at a time which falls within two (2) shifts, as defined above, it shall pay the higher shift differential for all hours such employee actually works. If employees on shift differential work more than ten (10) hours on any shift, or more than forty (40) hours in a week, overtime will be calculated on the base rate per hour plus the shift differential. This is on the understanding that shift differential premiums such as dirty pay, and/or first aid allowance, will not be pyramided on overtime.
- (3) Employees shall be paid a weekend premium of two dollars and fifty cents (\$2.50) per hour for all time worked on Saturday and Sundays (i.e., between midnight on Friday and midnight on Sunday inclusive).

Weekend premium shall not be paid when an employee, covered by this Letter, works overtime on a weekend, as defined above, except when such overtime immediately precedes or immediately follows the completion of that employee's regularly scheduled shift on the weekend for which the employee was paid weekend premium.

- (4) The Exhibition may employ casual employees to supplement its regular crews, rather than incurring overtime. Casual employees shall be eligible for the shift differentials set out above for time worked outside of regularly scheduled shifts, including weekends.
- (5) Employees working on the compressed work week shall receive a one-half (2) hour lunch break, plus two (2) twenty (20) minute rest periods during each ten (10) hour shift.

- (6) **The Fair period shall be defined as that period of time beginning two (2) weeks prior to the opening day of the annual exhibition and ending two (2) weeks after the closing day of the annual exhibition.**
- (7) **Benefits under the Collective Agreement, for regular full-time employees on the compressed work week, shall be as follows:**
- (a) **Statutory Holidays**
- Employees, on the compressed work week who do not work on a statutory holiday, shall be eligible to receive ten (10) hours pay for each such holiday under the terms of the Agreement, provided that, when employees on the compressed work week actually work on a statutory holiday (excluding Christmas Day and New Years Day), they shall be paid time and one-half (12 X).
- (b) **Sick Leave**
- Each compressed work week, employees shall receive sick leave entitlement on the basis of ten (10) hours per day (ie, 100 hrs. per year); however, any sick leave accrual granted and/or banked prior to this date shall be on a basis of eight (8) hours per day.
- (c) **Sickness and Accident Insurance Plan**
- Employees, on compressed work week, must apply for insurance under this plan after two (2) days on paid sick leave (ie, 20 hrs.).
- (d) **Compassionate Leave**
- Employees, on the compressed work week, shall receive these benefits on the basis of ten (10) hours per day.
- (e) **Other Benefits**
- All other benefits under the Agreement related to time shall be equated to ten (10) hours for each day, up to forty (40) hours per week for employees on the compressed work week.
- (8) **For casual employees the Exhibition may utilize five (5) day – eight (8) hour shifts during the Fair Period, provided that no premiums or penalties shall result from making this change.**

- (9) **The Exhibition may change a compressed work week employee=s schedule and/or shift provided it gives the affected employee as much notice of such change as operationally possible but in no event less than twenty-four (24) hours and there is not less than ten (10) hours clear between the time the employee finishes work on one shift and commences work on the next.**

When less than twenty-four (24) hours notice is provided or there is less than ten (10) hours clear between the shifts, double time (2X) shall be paid until those time limits are reached, provided that no premium pay shall be required when a notice of schedule/shift change is cancelled before the employee commences work on the new shift.

4. SENIORITY

- 4.01 A ninety (90) day probationary period, effective from the date of hire must be completed to become a regular full-time employee.

Upon completion of the probationary period, the employee=s seniority date shall be set at the date of hire.

5. DEFINITION

- 5.01 The term "Engineer" whenever used in this Agreement, means an Engineer who is regularly employed in the power and refrigeration plants of the Exhibition unless the context otherwise requires.

6. JURISDICTION

- 6.01 The Engineers in charge of the shift shall at all times have full charge of the operation and maintenance of all boilers, refrigeration, air-conditioning and electrical equipment in the boiler and engine rooms, as directed by the Chief Engineer, and perform such other duties as will be recognized from time to time as coming within the craft's jurisdiction and any other duties as presently required to be carried out by the Exhibition - this shall be deemed to include maintaining adequate checks for the safety of themselves and the public, including gas mask checks. The Engineers shall supervise employees in the CUPE bargaining unit when those employees are working with the Engineers in areas under the jurisdiction of Engineers and in accordance with the directions of the Exhibition.
- 6.02 The Exhibition shall inform the Chief Engineer of any maintenance and future installation of equipment within the engineer=s jurisdiction.

6.03 Work within the bargaining unit shall be performed by those persons coming within the bargaining unit who are members of the appropriate Union as prescribed herein, or who are eligible to become members.

Except as below, no work shall be contracted out, nor shall it be assigned to employees not within the union's bargaining unit, which:

- 1. Is presently or normally performed by members of the bargaining unit, or**
- 2. Has in the past been performed by members of the bargaining unit, or**
- 3. Bargaining unit members are capable of performing.**

However, it is agreed that under certain circumstances, the Exhibition will contract out repairs, maintenance and capital work so long as this action does not result in the loss of employment by any employee.

7. SCHEDULE OF WAGES

7.01

(a) General Wages Increases:

Classification	Mar.1/2007	Mar.1/2008	Mar.1/2009	Mar.1/2010
	3 %	3 %	3 %	3 %
Shift Engineer	\$25.93	\$26.70	\$27.51	\$28.33
Chief Engineer	\$29.33	\$30.21	\$31.11	\$32.05

(b) Trades Premium

Effective March 1, 2007, Engineers who possess a current fourth (4th) Class Power Engineering Certificate shall receive the following Trades Premiums on all hours paid by the PNE:

Classification	Mar.1/2007	Mar.1/2008	Mar.1/2009	Mar.1/2010
	\$0.50/ hr	\$0.50/ hr	\$0.50/ hr	\$0.50/ hr
Shift Engineer	\$26.43	\$27.70	\$29.01	\$30.33
Chief Engineer	\$29.83	\$31.21	\$32.61	\$34.05

- 7.02 A shift differential of seven percent (7%) of the base rate per hour shall be paid for all scheduled hours worked outside the normal day shift hours.

Shift differential of nine percent (9%) of the base rate per hour shall be paid for all scheduled hours worked on night shift (**ie, between the hours of 11:30 pm to the following 7:30 a.m.**). **When the Employer schedules an employee to work at a time that falls within two (2) shifts, as defined above, it shall pay the higher shift differential for all hours actually worked on such combined shift.**

If employees on shift differential work more than eight (8) hours on any shift or more than forty (40) hours in a week, overtime will be calculated on the base rate per hour plus the shift differential. This is on the understanding that shift differential is the only premium that is pyramided on overtime and that other premiums such as dirty pay, first aid allowance, etc., will not be pyramided on overtime.

7.03 **Weekend Premium**

Employees normally scheduled to work Saturdays and Sundays as a part of their regular scheduled work week will receive a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked on Saturday and Sunday. This premium will be paid on straight time and overtime hours but will not be counted as part of the rate for the calculation of overtime pay.

Article 7.03 shall not apply during the Exhibition's Fair Period (ie, from two (2) weeks prior to the opening day of the Annual Exhibition to two (2) weeks after the closing day), **unless in the two (2) weeks before and after the Annual Fair, an employee is performing his/her normal ice making duties for which weekend premium shall once again apply.**

- 7.04 It is further agreed that in the event of an engineer temporarily filling a higher rated position, he/she shall receive the rate applying to the higher position.

In the event the Chief Engineer is to be absent for forty (40) consecutive working hours or longer (vacation, sick leave, etc.), another engineer shall be temporarily appointed to the position and shall be paid the Chief Engineer=s rate.

7.05 **Call-Out**

A "Call-Out" is defined as any situation when an employee is called from his/her place of residence to work and subsequently returns to his/her place of residence outside his/her regular hours. Call-out time shall be paid at overtime rates including one hour travel time, or pay at the appropriate overtime rate for hours actually worked, plus one (1) hour travel time at the straight time rate, whichever is greater. A "Call-Out" shall be a minimum of four (4) hours.

If, after a call-out, additional calls are made upon the employee before the expiry of the minimum four (4) hour period or before they arrive home, whichever shall last occur, such extra calls shall not be treated as separate calls.

7.06 **Dirty-Pay**

A premium of seventy cents (\$0.70) per hour shall be paid employees for time actually spent inside a boiler performing boiler cleaning and scaling work or the performance of such work outside the boiler proper. This premium shall apply to work performed on the inside of the doors and door seals of the boiler, after the boiler has been opened. In addition, the same premium shall be paid to employees for **other work of an unusually dirty nature mutually agreed to by the parties, including but not limited to** time actually spent changing automatic roll type fibre filters in the plenums, but will not include box or frame type filters..

7.07 **First Aid**

7.07.1 The Employer shall underwrite the costs of the course of instructions and examinations for First Aid Attendants. Employees selected by the Employer to attend first aid courses, which are held during working hours, shall be paid their normal classification rate of pay while so attending, up to seven (7) or eight (8) straight time hours per day, as applicable.

7.07.2 Holders of Occupational First Aid Certificates, who have been approved by the Employer for this purpose, shall receive the following first aid premiums:

- (a) "Level I" Certificate - thirty cents (\$0.30) per hour.
- (b) "Level II" Certificate - forty cents (\$0.40) per hour.
- (c) "Level III" Certificate - sixty cents (\$0.60) per hour.

7.07.3 Eligible regular full-time employees shall receive the above premiums for all hours actually worked. In addition, eligible regular full-time employees shall be paid their first aid premium while they are on vacation/or sick leave.

7.07.4 **Employees, who register for an occupational First Aid Certificate course under this subsection, shall be paid one-hundred (100%) percent of the cost of such course upon registration, provided such registration is approved by the Employer in advance.**

7.07.5 Regular full-time employees may bank their first aid premiums, to be taken as equivalent time off at a mutually agreeable time. Banked first-aid premiums shall be considered the same as banked overtime under Article 8.04 and shall be covered by the provisions of that section.

- 7.08 (a) Commencing on their first day of employment, casual employees shall be paid ten percent (10%) of their total earnings, including overtime, in lieu of the benefits provided under this Agreement (eg, annual vacations, statutory holidays, group life, medical, extended health benefits and dental coverage).
- (b) **After a casual employee completes their probationary period by attaining seniority, the above percentage shall be changed to sixteen percent (16%).**
- 7.09 (a) Employees, who are required by the Employer to standby for work, shall be paid one (1) hour=s pay at the employee=s basic rate of pay for each period of eight (8) consecutive hours so served.
- (b) Employees, who are required by the Employer to standby for work, must remain ready, willing and able to perform work while so serving.
- (c) When the Chief Engineer or other standby employee is required to actually perform work without reporting to the workplace, the provisions of Article 7.05 (call-out) do not apply. In such eventuality, the employee shall receive compensatory time off with pay at straight-time rates at a mutually agreeable time, on the basis of one one-half (2) hour for each occasion that such work is performed. Compensatory time off earned under this section shall not exceed two (2) hours for any day that work is performed at home, irrespective of the number of times the employee is called or performs work or the amount of work he/she performs on that day without actually reporting to the workplace. The Employer shall determine the work to be performed by employees on standby in consultation with the Chief Engineer and the other employee(s) involved.
- (d) Article 7.05 (call-out) applies when a standby employee is required to actually report to the workplace for the purpose of performing work provided, when the employee actually reports for work under Article 7.05, he/she shall not also be eligible for compensatory time off under subsection (c) above for that day.

8. OVERTIME

- 8.01 Overtime work shall be defined as any work performed in excess of eight (8) straight-time hours in any work day or forty (40) straight-time hours in any work week, provided that hours paid for public holidays or leaves of absence with pay shall not be included as hours worked for purposes of computing overtime.

8.02 Special Instances When Overtime Rates Shall Apply

(a) Work prior to normal hours:

If employees are required by notice, whether orally or in writing, given on the same day, to report to work earlier than their normal hour for commencing their day's work, and they continue to work during their shift for that day, then the time so worked prior to their regular working hours (plus one-half hour travelling time) shall be paid at the appropriate overtime rate.

(b) Time lost through lack of work or sickness:

Employees who are sent home during their normal work week because of lack of work, or who have not completed forty (40) hours work at their standard rate of pay in that week due to sickness in respect of which they have produced a certificate from a duly qualified medical practitioner, shall be paid overtime rates for all work performed outside normal working hours or on their normal scheduled rest days, as if they had worked their regular shifts. Overtime rates, however, shall not be paid employees who, in the opinion of the General Manager, have absented themselves without adequate reason and who therefore have not completed forty (40) hours of work at their standard rate of pay in that work week.

8.03 Overtime Pay During Overtime

Overtime rates shall be applied and paid only after an employee works more than eight (8) hours in a day or more than forty (40) straight-time hours in a week as follows:

- (a) One and one-half (1 1/2 X) times the regular rate for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- (b) Double the regular rate for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- (c) Double the regular rate for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift;
- (d) (i) Every employee who is required to work overtime, or work on a statutory holiday, may elect whether to be paid therefore or receive compensating time off in lieu thereof,

- (ii) An employee who elects to receive compensating time off in lieu of being paid overtime or for time worked on a statutory holiday shall be given compensating time off equivalent to the number of hours for which they would have been paid at straight time for the time so worked,
- (iii) An employee required to work on a statutory holiday shall receive eight (8) hours straight time in accordance with Article 9.04(c) of this Agreement.

(e) **Meal Allowances**

- 1. Upon completion of two (2) continuous hours of overtime immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one-half (2) hour which the Exhibition may permit to be started at any time within the two-hour period but, except in an emergency, no later than the end of two (2) hours.

- 2. **During Call-outs and Pre-schedule Overtime**

Upon completion of three and one-half (3 1/2) hours of work following a call-out or following the commencement of pre-schedule overtime, occurring at any other time than immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to a paid meal break of one-half (2) hour which the Exhibition may permit to be started at any time within the three and one-half (3 1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3 1/2) hours.

- 3. **During Overtime and Call-outs**

Upon completion of any succeeding four (4) hours, the employee becomes entitled to a further paid meal break of one-half (2) hour which, except in an emergency shall be taken starting four (4) hours after the time when the employee became entitled to the previous meal break.

- 4. Pay for all meal breaks shall be at the overtime rate being paid at the time the meal is earned.

- 5. Where, because of an emergency, it is not feasible to provide a meal break at the otherwise designated time, it shall be taken as soon as practicable, and in addition the Exhibition shall be responsible for supplying some reasonable form of nourishment during the course of the work at such time as the employee would otherwise have been entitled to a paid meal break. The supplying of nourishment by the Exhibition does not disqualify the employee from receiving the appropriate meal allowance.

6. The Exhibition will not be responsible for supplying nourishment to employees in any other circumstances except as mentioned above in cases of emergencies which preclude a meal break being taken at the designated time.
7. Meal expenses will be paid according to the following scale, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances:
 - (a) Overtime immediately preceding or immediately following a regular shift:
\$7.50 at the first break, and \$2.50 at each succeeding break;
 - (b) **Call-out:**
\$7.50 at the first break, and \$2.50 at each succeeding break;
 - (c) Prescheduled overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four hours:
nothing at the first break, \$7.50 at the second break, and \$2.50 at each succeeding break.

Note: No receipt will be required, but the payments are required to be treated as taxable income.

8. **The Exhibition will not be responsible for supplying nourishment to employees except in cases where all other union staff working a shift are provided meals. During these circumstances, meals will also be provided to Engineers.**

There may also be situations in which a single department is provided a meal. In these situations, it will be at the discretion of management whether to include the Engineers. Any inconsistencies in the application of this policy shall be discussed at labour management meetings, with retroactive adjustments being made if the parties agree it is appropriate to do so.

8.04 Overtime Banking

- (a) Employees who have earned overtime may bank the hours and be compensated at the rate in effect the time was worked. The employee shall make a written request in advance for time off to be granted at management's discretion. Time not granted an employee shall be paid out by the end of the third week in July of the following year at the rate the overtime was earned. In accordance with present practice, hours accumulated may be drawn out in cash at the employee's discretion.
- (b) In addition to overtime, employees shall also have the right in future to bank shift differentials and weekend premiums.

9. VACATIONS AND STATUTORY HOLIDAYS

9.01 Vacation Entitlement

Paid annual vacations for all regular full-time employees covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *Annual and General Holidays Act*;
- (b) In the first year or part calendar year of service, vacation will be granted on the basis of one twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half worked by December 31st;
- (c) During the second up to and including the ninth calendar year of service of the employee, he/she shall be granted an annual vacation of fifteen (15) working days;
- (d) During the tenth up to and including the seventeenth calendar year of service of the employee, he/she shall be granted an annual vacation of twenty (20) working days;
- (e) During the eighteenth up to and including the twenty-fifth calendar year of service of the employee, he/she shall be granted an annual vacation of twenty-five (25) working days;
- (f) During the twenty-sixth and all subsequent calendar years of service of the employee, he/she shall be granted an annual vacation of thirty (30) working days;

- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination.

PROVIDED THAT:

- (i) "Calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive;
- (ii) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation;
- (iii) Employees leaving on Municipal Pension Plan of BC or upon reaching maximum retirement age, are entitled to the full applicable annual vacation entitlement.

9.02 Supplementary Vacation

- (a) Each employee upon commencing his/her eleventh, sixteenth, twenty-first, twenty-sixth and thirty-first calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) In the case of the regular supplementary vacation entitlement set forth in paragraph (a) herein, it is clearly understood that employees become entitled to the benefits on the first day of January in the appropriate calendar year. Such entitlement shall remain an employee's, even if such employee's employment is terminated prior to the end of the period to which the entitlement applies.
- (c) For the purpose of clarification an explanatory table will be attached.

9.03 Vacation Banking

Regular full-time employees who are entitled to four (4) weeks or more of annual vacation, shall take at least three (3) weeks during the year in which they were earned, and may defer the taking of any portion of their annual entitlement in excess of three (3) weeks until subsequent years, providing only that the maximum deferred vacation which an employee may accumulate at any time, shall be four (4) weeks.

9.04 Statutory Holidays

- (a) Subject to paragraph (c) herein, all regular full-time employees covered by this Agreement who have completed thirty (30) calendar days continuous service are entitled to a holiday with pay on the following Statutory Holidays:

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

and any other day appointed by Council to be a Civic Holiday. Although an employee receives ten (10) hours pay for a Statutory Holiday, it shall not be considered as ten (10) hours worked.

- (b) If a regular full-time employee, who had completed thirty (30) calendar days continuous service, is laid off but re-employed within twelve (12) months of the date of such layoff, he/she shall be entitled to the benefit of paragraph (a) herein immediately upon such re-employment. **PROVIDED HOWEVER THAT** if such employee is not re-employed within the twelve (12) months as aforesaid, he/she shall again be required to complete thirty (30) calendar days continuous service before being entitled to the benefit of paragraph (a).
- (c) When a regular full-time employee, who has completed thirty (30) days service, works a shift on a day when one of the above listed holidays is observed, the employee shall be paid at the rate of time and one-half (12X). In addition, the Exhibition shall give the employee another day off with pay in lieu of the holiday at his/her normal rate, to be taken at a time which is mutually agreeable to the employee and the applicable Manager. **In the case of Christmas day and New Years Day, the premium rate for working a statutory holiday shall be increased to two times (2X) the applicable rate effective upon Union ratification.**

10. COMPASSIONATE LEAVE

- 10.01 (a) Any regular full-time employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the **event of death of the employee's spouse (including common-law spouse), child (including stepchild), grand child, brother, sister, parent (including legal guardian, step-parent or foster parent), father-in-law, mother-in-law, or other relative permanently residing in the employee's household or with whom the employee currently resides.**

- (b) Any employee who qualifies for compassionate leave without loss of pay under Article 10.01(a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia may be granted additional leave without loss of pay to a maximum time that an employee may be off on compassionate leave, including travel is one (1) work week (ie, four (4) days for employees on the compressed work week).
- (c) Requests for leave under Articles 10.01(a) and 10.01(b) herein shall be submitted to the Manager of Labour Relations who will determine and approve the number of days required in each case.
- (d) Any employee who qualifies for compassionate leave without loss of pay under Article 10.01(a) herein may be granted such leave when on annual vacation if approved by the Manager of Labour Relations. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Manager of Labour Relations an employee may be granted leave of up to one-half (2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Article 10.01(a) herein.

10.02 Employees shall have the right to utilize up to three (3) days per year of their annual sick leave entitlement to attend to the illness of a parent, spouse or child living in the same household as the employee, which illness makes it impossible for the employee to attend work as scheduled. At the sole discretion of the General Manager, or designate, such time may be extended on a case-by-case basis when circumstances warrant.

11. JURY DUTY

11.01 Any regular full-time employee who is subpoenaed to perform jury duty, or to appear as a witness on a day which he/she would normally have worked will be reimbursed by the Exhibition for the difference between the pay received for the said jury or witness duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day, or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

When an employee is not required by the Court and reports for work, then the total number of hours put in between Court attendance and work shall not exceed the regular hours worked in any day, including travelling time from place of court attendance to place of employment. It is agreed that an employee shall return to his/her previous job when his/her court attendance is completed.

It is understood that any expense monies, eg; travel allowance, received by the employee for court attendance shall be retained by the employee.

12. TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

- 12.01 Wherever possible, the Exhibition will provide the Union with ninety (90) days notice of intention to introduce automation, equipment or work procedures which might result in a significant change or methods of operation which, in turn, may affect wage rates, work loads, or job classification or result in displacement or reduction of personnel.
- 12.02 The Exhibition and the Union shall negotiate the issues arising out of changes due to automation, equipment or work procedures such as the question of maintenance of earnings, the feasibility of decreasing personnel, transfers to other jobs, educational guidance and assistance, and retraining.
- 12.03 In the event the Exhibition and the Union cannot resolve the differences arising, the matter shall be referred to a Board of Arbitration appointed under the terms of this Agreement.
- 12.04 Employees becoming redundant due to new equipment or work procedures, shall be eligible for up to eight (8) weeks retraining to equip them for the operation of such new equipment or work procedures or to qualify for the new positions. Such retraining will be provided by the Exhibition without loss of pay to the affected employees. The rate of pay for the new position shall apply upon completion of training or upon assuming the new duties, whichever shall be earlier.
- 12.05 In cases where the retraining of employees is not practical, or where other positions with the Exhibition are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the re-call list. An employee on re-call under this Section, shall receive all the benefits he/she had accrued during employment at the end of the re-call period or at such earlier time as he/she may elect to terminate.

13. SEVERANCE PAY

13.01 Employees whose services are terminated because of automation, changes in work procedure, mergers or suspension of business, shall receive severance pay. The amount of such severance pay shall be one (1) week for each year of **continuous service to a maximum of twenty (20) weeks severance**. Severance pay shall be payable to an employee immediately upon termination.

13.02

- (a) **Regular full-time employees, who have completed probation and who are terminated as a result of a total or partial closure of the PNE shall receive severance pay, if**
 - (i) **they are not offered comparable employment by the PNE, either at the Hastings and Renfrew site or at the PNE's new site, or**
 - (ii) **they are not offered comparable employment by the Provincial Government or any Lower Mainland municipal sector government, including the GVRD, or any successor or subsequent operator of the PNE, irrespective of site, or any successor or subsequent operator of any aspect of the PNE's existing or future operations, irrespective of site.**
- (b) **For purposes of this Article (13.02), comparable employment is any regular full-time job for which the employee is reasonably suited based upon his/ her qualifications, experience, skill and ability and which offers a basic rate of pay that is at least eighty percent (80%) of the basic hourly rate the employee previously received from the PNE. Comparable employment does not contemplate or necessitate relocation outside of the Lower Mainland/ Fraser Valley.**
- (c) **Employees who receive severance pay under this article (13.02) shall be terminated in all respects. They shall thereafter retain no rights under the Collective Agreement including loss of any further right of recall.**

- (d) Severance pay is based upon each employee's years of completed seniority and is calculated at the employee's straight time basic hourly rate, in effect at the time of his/ her termination, in accordance with the following schedule:

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

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

- 13.03 The Exhibition reserves the right to offer severance pay to any regular full-time employee, irrespective of seniority. Employees offered severance pay shall make their decision regarding acceptance within ten (10) business days of the offer being made.
- 13.04 Employees on the recall list who fail to accept a recall or fail to report to work as required after being recalled shall not thereafter have any right to severance pay.
- 13.05 Employees receiving severance pay under this provision shall not be eligible for an additional severance payout under Articles 9.02 and 21.00 of the Agreement. Any amount payable under this provision shall be reduced by any amounts required to be paid to the employee under the Employment Standards Act, the Labour Relations Code (part 4, section 54) or any successor act(s).

13.06 In the event of a total and permanent closure of the PNE, regular full-time employees, who are not offered comparable alternate employment shall have their MSP, Extended Health Benefits and Dental Plan coverage continued for a period of three (3) months following the date of their termination, provided they pay the full amount of their share of the premiums for such coverage on or before their termination and provided further that they have not received at least three (3) months notice of such closure.

14. EMPLOYEE BENEFITS

14.01 Medical Services Plan and Extended Health Benefits

Regular full-time employees who have completed their probationary period shall be entitled to MSP and EHB coverage with the Exhibition, paying sixty percent (60%) of the premium. Included in the Extended Health Care Plan is eyeglass coverage; maximum coverage shall be one hundred and fifty dollars (\$150.00) per person claimable in a twenty-four (24) month period, subject always to the provisions of the plan. **Effective August 22, 2008, the above eyeglass coverage shall be increased to two hundred and fifty dollars (\$250.00) in twenty-four (24) months.**

If an employee, after becoming eligible for such benefits is laid off, and is subsequently re-employed within twelve (12) months of the date of such layoff, the Exhibition agrees to resume payment of sixty percent (60%) of the premium for such MSP and EHB coverage immediately upon such re-employment, but if he/she is not re-employed within the period of twelve (12) months as aforesaid, the employee shall again be required to complete the probation period before being eligible for MSP and EHB coverage as herein provided.

The Medical Services Plan and Extended Benefits coverage will be based upon a contribution by the Exhibition of sixty percent (60%) of the total premiums with the contribution allocated in a manner which will give the best income tax treatment to the employees, which allocation may vary from time to time.

14.02 Sickness and Accident Benefits

Regular full-time employees shall be eligible to participate in the Sickness and Accident Insurance Benefit Plan on the following basis:

- (a) Regular full-time employees covered by this Agreement who have completed one year's continuous service with the Exhibition shall be enrolled in a Sickness and Accident Insurance Plan. The Exhibition shall pay the premiums of said plan;

- (b) Where a regular full-time employee covered by the Sickness and Accident Insurance Plan is prevented from performing his/her regular duties because of bona fide non-occupational sickness or accident, then the employee shall be paid:
- (i) by the Exhibition for the first three (3) working days of his/her disability, one hundred percent (100%) of his/her regular pay up to a maximum of twelve (12) days in any one (1) calendar year, and
 - (ii) Regular full-time employees, covered by this section, shall earn one (1) day sick leave for each month actually worked or portion of a month in which an employee actually works at least one-half (2) of the regularly scheduled full-time hours normally available in the month had the employee worked full time, to a maximum of twelve (12) days. Employees who actually work less than one-half of the regularly scheduled full-time hours in any month, but more than thirty-eight (38) hours in that month, shall earn one-half (2) day of sick leave.
 - (iii) Each employee=s annual yearly sick leave entitlement shall be advanced on March 1st of each year. When any sick leave so advanced is used and the employee involved terminates, for any reason, before such sick leave has been earned, an adjustment shall be made to that employee=s final cheque to repay such overpayment. Employees who are laid off and placed on the recall list shall not be considered terminated for purposes of this subsection.
 - (iv) For disabilities exceeding three (3) working days, eighty percent (80%) of his/her regular pay for a maximum of twenty-six (26) weeks as set out in the Pacific Blue Cross insurance policy or the policy of such other carrier as may be agreed between the parties.
- (c) After giving prior notice to their manager and after receiving prior written authorization from their manager, regular full-time employees covered by the Sickness and Accident Insurance Plan may take time off for medical and dental appointments which time will be deducted from their sick leave in hourly increments. Except for these appointments the sick leave system will continue to operate in the present manner so that sick leave will remain in one-half (2) day blocks in accordance with present practice.
- (d) While an employee is receiving benefits under this Section, the Exhibition will:
- (i) continue to make its contributions to the employee's Municipal Pension Plan of BC based on the gross benefits received by the employee, and
 - (ii) arrange with the employee so that the employee's contributions to the Municipal Pension Plan of BC be continued by the employee based on the gross benefits received by him, and

(iii) pay that portion of the premium for the employee's MSP coverage payable by the Exhibition under Article 14.01.

(e) All other regular full-time employees covered by this Agreement shall continue to enjoy all benefits in effect prior to the signing of this Agreement.

14.03 One-half (2) of the unused sick time remaining under Article 14.02(b)(i) at the end of each calendar year will be:

(a) paid out to the employee as a cash payment; or

(b) taken as time off with pay in the ensuing year; at the employee's option. The employee will also have an option to accumulate the time off to a maximum accumulation of thirty (30) days.

14.04 **Municipal Pension Plan of BC**

A regular full-time employee shall be eligible to participate in a Pension Plan under the terms of the *Pension (Municipal) Act of BC*, PROVIDED THAT he/she has completed one (1) year's continuous service with the Exhibition and has not attained his/her 62nd birthday.

All regular full-time employees reaching age sixty-five (65) shall be retired unless mutually agreed to by both parties hereto.

14.05 **Group Life Insurance**

(a) Group Life Insurance equal to one and one-half (12X) times the employee's annual regular earnings exclusive of overtime shall be provided for each regular full-time employee covered by this Agreement. Coverage shall commence after one (1) year's continuous service with the Exhibition and will continue until the employee reaches age sixty (60).

(b) Upon the retirement of an employee at the age of sixty (60) or greater, the Exhibition will pay a retiring allowance of five hundred dollars (\$500.00) to the employee directly or into a Registered Retirement Savings Plan or Income Averaging Annuity at the direction of the employee.

14.06 **WCB Make-up Pay**

(a) Regular full-time employees, whose claims for WCB temporary wage loss disability benefits have been approved by the WCB shall assign their WCB cheques to the Exhibition and the Exhibition shall continue to pay them eighty-five percent (85%) of their normal wages.

- (b) In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Exhibition will pay full regular salary to the employee for as long a period as the employee has sick leave, vacation and overtime credits available to be used for such payment.

14.07 **Rest Periods**

Two (2) rest periods of fifteen (15) minutes each will normally be allowed to each employee during his/her working shift. As far as practicable, the first shall be taken midway between the start of the shift and the lunch period and the second midway between the lunch period and the end of the shift. The Department Head or its representative shall determine the time and the manner in which an employee's rest period may be taken and in the event of an emergency, such rest period may be cancelled.

14.08 **Adoption Leave**

Employees shall be granted pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act*.

14.09 **No Reduction in Benefits**

In the event that an employee is off work due to an injury for which compensation is being received from the WCB or as a result of sickness:

- (a) The vacation accrual will continue for that employee and will be unaffected for the first twelve (12) months of absence. If the absence continued for more than twelve (12) months, then vacation accrual in the second and subsequent years would be prorated on the basis of the time actually worked by the employee, with accrual at the normal level for that employee;
- (b) For all benefits on which the Exhibition and the employee share premium payments, such benefits shall continue indefinitely with the Exhibition contributing its portion of the premium and the employee contributing his/her portion of the premium so long as the employee wishes to continue making his/her payment in order to continue the benefit coverage.

14.10 **Personnel File**

- (a) An employee or his/her designate shall have access to all material in his/her official files at a time mutually convenient to the employee and the Exhibition.
- (b) Examination of the contents of his/her official personnel file shall be in the presence of a person authorized by the Exhibition.

- (c) An employee shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.
- (d) An employee, upon request, shall be entitled to receive a copy of any document contained within his/her file at the time of examination.
- (e) Should an employee dispute any entry or document in his/her personnel file, he/she shall be entitled to recourse to the grievance procedure.
- (f) Eventual resolution of any dispute shall be part of the person's official personnel file.
- (g) **Disciplinary documents of a minor nature shall be removed from an employee's personnel file after eighteen (18) months have expired from the date such discipline was issued, provided the employee has received that no other discipline during such period. For purposes of this section "minor" discipline is as defined in the Employer's progressive discipline policy.**

14.11 Dental Plan

It is understood and agreed that Schedule "A" which sets out the terms and conditions of a Dental Plan, shall be considered to form part of this Agreement.

Regular full-time employees who have completed their probationary period shall participate in a mutually acceptable Dental Plan. The premiums for the said plan will be paid sixty percent (60%) by the Exhibition and forty (40%) by the employee, whose contribution shall be made by payroll deductions.

Dental Plan coverage will be based upon a contribution by the Exhibition of sixty percent (60%) of the total premiums with the contribution allocated in a manner which will give the best income tax treatment to the employees, which allocation may vary from time to time.

14.12 Long Term Disability

The Playland LTD Plan (100% employee paid) shall be made available to eligible employees within the Union's bargaining unit.

14.13 Regular full-time employees shall be issued with a Direct Payment Card for their Extended Health Benefit coverage which enables prescriptions to be billed directly to the carrier.

Coincidentally, the annual EHB deductible shall be increased to fifty dollars (\$50.00).

These cards must be turned into the payroll department by employees on their termination for any reason and when an employee's EHB coverage lapses after a layoff.

The Employer reserves the right to cancel any and all Direct Payment Cards if an employee misuses his/her card (ie, uses a card inappropriately in any way, including but not limited to use of a card after an employee=s EHB coverage has lapsed as a result of layoff).

In addition, the Employer reserves the right to recoup any costs it incurs through the misuse of a Direct Payment Card by any means available to it, from the employee(s) involved, including by payroll deduction.

15. PROMOTIONS, TRANSFERS AND LAYOFF

15.01 In making promotions and layoff, the skill, knowledge and ability concerned shall be the primary consideration, and where such qualifications are equal seniority shall prevail, subject to a right of appeal to the General Manager of the Exhibition and subject to the provisions of Article 17 hereof. The Manager of Labour Relations of the Exhibition shall be the judge of skill, knowledge and ability of the employee.

15.02 Layoff Procedures

- (a) Regular full-time employees, who have completed probation, shall be laid off in reverse order of their seniority.
- (b) Regular full-time employees, who have completed probation and who are laid off, shall be placed on the recall list, in seniority order, for a period of twelve (12) months from the date of their layoff. If they are not recalled to regular full-time employment during their recall period, they shall have their names removed from the recall list and their right to recall will cease.
- (c) Regular full-time employees, who are laid off and subsequently recalled within their twelve (12) month recall period, shall be credited with their previous service for purposes of determining length of service for vacations and other benefits based upon length of service.
- (d) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Exhibition, the Exhibition shall notify regular full-time employees who are to be laid off at least two (2) calendar weeks prior to the effective date of the layoff. If the employee has not had the opportunity to work during this two (2) week period, he/she shall be paid for those days for which work was not made available.

- (e) (i) The Exhibition shall offer available work on a casual basis to laid off regular full-time employees on the recall list, on the basis of their seniority, before it offers such work to casual employees. If an employee declines two (2) consecutive offers of casual employment under this subsection, he/she shall not thereafter be eligible to receive such offers in preference to casual employees until such time as he/she guarantees his/her availability.
- (ii) If as a result of the offer of work on a casual basis under this subsection (d), a laid off regular full-time employee works ten (10) complete shifts (8 hours) in any two (2) week period [eight complete shifts (10 hours) for employees working the compressed work week], he/she shall be deemed to have been recalled. In that eventuality, however, the Exhibition shall give such employee not less than twenty-four (24) hours notice of a further layoff, Article 15.03 notwithstanding.
- (f) There shall be no layoffs by the Employer during the first three (3) days an employee is absent due to non-occupational illness.
- (g) Regular full-time employees who are laid off and placed on the recall list shall have their Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits maintained until the end of the calendar month in which the lay off occurs. These benefits may be maintained thereafter, provided the employee in question pays one hundred percent (100%) of the premium cost for such coverage.

15.03 Recall

- (a) Regular full-time employees on the recall list shall be recalled in seniority order before new regular full-time employees are hired.
- (b) Laid off regular full-time employees on the recall list shall be recalled to full-time employment in seniority order, provided they respond within forty-eight (48) hours of the initial contact.
- (c) (i) Employees who fail to respond within forty-eight (48) hours after being contacted by the Exhibition, or who fail to report for work at the time specified by the Exhibition, shall have their names removed from the recall list.
- (ii) Employees who have sufficient reasons for not responding within forty-eight (48) hours after being contacted by the Exhibition, or who have sufficient reasons for not reporting for work at the time specified by the Exhibition, shall be placed at the bottom of the recall list for future recall purposes.

- (d) Laid off employees on the recall list are required to keep the Human Resources Division informed of their current addresses and phone numbers. The Exhibition shall be deemed to have met its recall obligations under this Agreement by attempting to contact employees it is seeking to recall at their last know address on file by registered mail.
- (e) The Exhibition reserves the right to employ other than a laid off employee from the recall list when:
 - (i) it has been unable to contact a laid off employee in accordance with the above subsections, or
 - (ii) it is not practical to wait forty-eight (48) hours for the employee to respond to the recall.

16. GENERAL

16.01 Upon successful completion of any course approved and required by the Exhibition, the employee shall be reimbursed one hundred percent (100%) of tuition and examination costs.

16.02 Safety and Protective Equipment

In cases where the Exhibition has issued protective clothing or equipment to an employee, it shall be mandatory for the employee to wear such clothing or equipment as directed by the Exhibition. The Exhibition shall supply and launder adequate sets of uniforms and the employees will present themselves in a neat and tidy manner.

16.03 Clothing

(a) **Engineers covered by this Agreement shall receive an annual clothing allowance of two hundred and fifty dollars (\$250.00) towards the purchase of clothing and safety footwear which must be used at work. This allowance shall be paid in September of each year, commencing September 2008.**

16.04 (a) **The Employer shall provide free parking to casual and full-time employees year round and during the annual fair on the same basis as it provides parking for all full-time staff, including transportation to/ from off-site parking between the hours of 8:00 pm to and including 5:00 am.**

(b) **During the Fair, employees working between 12:00 midnight and 8:00 am shall be allowed to park in Lot No. 6. Individual employees who abuse this benefit in any way shall be subject to the disciplinary process, subject to the grievance and arbitration procedures.**

- (c) **Employees who are called-in during their off duty hours by the Employer in order to respond to emergencies during the annual fair, shall be provided with on site parking during such emergency call-ins.**
- (d) **If other employees are permitted on site parking during the annual Fair, Engineers will also be permitted to park on site on the same basis and to the same extent as those other employees.**

17. GRIEVANCE PROCEDURE

17.01 During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, or any other dispute as defined in the *Labour Code of British Columbia* shall, without stoppage of work, be the subject of collective bargaining between the Union and Exhibition and shall be finally and conclusively settled under and by the following procedure:

Step 1 The aggrieved person or the Shop Steward or the Union shall, in the first instance, give full particulars of a grievance in writing to the immediate non-union supervisor or, if absent, to the Department Head, with the grievor and/or the Shop Steward present at the presentation of the grievance. This first step of the grievance procedure shall be exercised by the aggrieved person within ten (10) working days of the occurrence of the incident being grieved or disputed (it being understood, however, that the grievance may be filed by the Shop Steward of the Union within ten (10) working days of becoming aware of the occurrence). If the grievance has been referred to the Department Head at Step 1, then Step 2 of the grievance procedure will not apply to that grievance.

Step 2 If the alleged grievance is not settled within seven (7) days of being referred to the appropriate person under Step 1 above, or any extended time that may be agreed upon, or is the immediate supervisor or Department Head, as the case may be, has stated that the matter is beyond his/her authority, the grievance shall then be taken up with the Department Head in the presence of the grievor and/or the Shop Steward.

Step 3 If the grievance is not settled within seven (7) days of being referred to the Department Head under Step 2, it shall then be referred to the Manager of Labour Relations, as the case may be in writing.

Step 4 If the grievance is not settled within seven (7) days of being referred to the Manager of Labour Relations, the matter may within seven (7) days be referred by the Union to the General Manager together with the Manager of Labour Relations.

Step 5 If no settlement is reached at Step 4, within seven (7) days of the first meeting of the parties, pursuant to Step 4, the grievance may be submitted by either party to a Board of Arbitration and the grievance shall be finally and conclusively settled without stoppage of work, by arbitration.

Employer Grievance:

Step 1 If the Exhibition elects to file a grievance under this Agreement, the grievance shall be in writing and shall be forwarded to the Secretary of Local 882 of the Union and the grievance shall then be discussed by the designated representative of the Union and the designated representative of the Exhibition within seven (7) days of being filed.

Step 2 If no settlement is reached at Step 1 within seven (7) days of the first meeting of the parties, pursuant to Step 1, the grievance may be submitted by either party to a Board of Arbitration and the grievance shall be finally and conclusively settled without stoppages of work by arbitration.

18. ARBITRATION

18.01 The Board of Arbitration shall consist of three (3) persons, one to be chosen by the Exhibition and one to be chosen by the Union, and the third, who shall be chairperson, to be selected by the two (2) so appointed, and if they are unable to agree upon or otherwise fail to appoint a chairperson, the Minister of Labour shall be requested to appoint such a chairperson and otherwise the provisions of the "*Arbitration Act*" shall apply. The decision of the Arbitration Board shall be final and binding upon both the Exhibition and the Union. The Exhibition and the Union shall bear the fees and expenses of the arbitrators respectively appointed by them and shall pay one-half of fees and expenses of the chairperson based on the Schedule of Fees as set out in the "*Arbitration Act*," or such greater fees as may be agreed upon by the Exhibition and the Union or either of them and the member or members of the Arbitration Board concerned.

18.02 Wrongful Dismissal

Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

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

19. DEFINITION OF EMPLOYEE STATUS

- 19.01 "Regular full-time employee@ means an employee who works regularly scheduled full-time shifts of forty (40) hours per week as the normal full-time hours for the employee's classification.
- 19.02 A Casual employee is an employee who is employed to supplement the regular work force on a full-time or part-time basis. A casual employee who works a total of **eight hundred (800)** straight-time hours during any **twenty-four (24)** consecutive month period **shall be deemed to have completed his/ her probationary period and will be converted to a casual employee with seniority, which seniority date shall be established six (6) months retroactively.**

After achieving seniority, casual employees shall thereafter exercise seniority for purposes of obtaining available casual work and for purposes of bidding on regular positions posted under Article 23.

20. DISCRIMINATION AND HARASSMENT

- 20.01 The Exhibition recognizes the right of employees to work in an environment which is free from sexual harassment.
- 20.02 Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but not be limited to:
- (a) sexual solicitation or advances; inappropriate touching or sexual comments; and
 - (b) any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after improper conduct is rejected.
- 20.03 (a) An employee wishing to discuss a concern arising from an alleged sexual harassment shall contact the Manager, Personnel, or the General Manager when appropriate, within a reasonable period of time following the alleged offence. The employee may be accompanied by a representative of the Union, if they so desire.
- (b) The Manager, Personnel, or the General Manager, shall investigate the complaint and in consultation with the respective senior manager and the Union, shall take such action as is necessary to resolve the matter. If the matter is not resolved to the satisfaction of the employee who registered the complaint, it may be referred to the arbitration procedure under this Agreement for resolution.
 - (c) All complaints and discussions of this nature shall be treated in the strictest confidence.

20.04 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of their membership or activity in the Union.

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. Harassment is a form of discrimination and includes personal harassment, which is any improper behaviour by any person, which is offensive to any employee and which that person knows or ought reasonably to know is inappropriate and unwelcome. Harassment is also comprised of objectionable conduct; comment or display occurring either once or continuously that demeans, belittles or causes personal humiliation or embarrassment to an employee. The Employer and the Union will work together to ensure all members of the Employer's organization, as well as all employees, understand their personal responsibility to promote a harassment-free and safe work environment.**
- (b) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.**

20.05 Harassment Complaint Procedures

If possible, the complainant will discuss the problem with the person(s) concerned. If the problem is not resolved, or if the individual cannot discuss the problem with the alleged harasser(s), then the following procedures shall apply.

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence directly to the Employer/ Designate. Upon receipt of the written complaint, the Employer shall advise the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.**
- (b) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.**

- (c) **The Employer designate and a Union representative shall jointly investigate the complaint and shall submit their reports to the Employer/ Designate in writing within fifteen (15) days of receipt of the reports given such orders as may be necessary to resolve the issue.**
- (d) **Pending determination of the complaint, the Employer/ Designate may take interim measures to separate the employees concerned, if deemed necessary.**
- (e) **In cases where harassment may result in the transfer of an employee every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent. The Union will be consulted throughout the process.**
- (f) **Where either complainant or the respondent, in conjunction with the Union is not satisfied with the Employer's response, the Union will put the complains, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:**
 - (1) **dismiss the complaint; or**
 - (2) **determine the appropriate level of discipline to be applied a final and conclusive settlement of the complaint.**
 - (3) **make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.**
- (g) **Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.**
- (h) **Complaints under this Article shall be treated in strict confidence by all parties involve.**

21. WORKERS' COMPENSATION

- 21.01 The Employer shall work with the Union and the Workers' Compensation Board (WCB) to ensure that employees who have suffered a compensable accident return to work as soon as possible following such accident.

22. GRIEVANCE MEDIATION

- 22.01 At any time prior to arbitration, the parties may mutually agree to refer any grievance to mediation under *Section 103 of the Labour Relations Code*, pursuant to the following sections:
- 22.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, _____, or a substitute agreed to by the parties, shall:
- (a) investigate the difference;
 - (b) define the issue in the difference; and
 - (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days, time does not run in respect of the grievance procedure.
- 22.03 The recommendations of the Troubleshooter shall not be binding on the parties. Such recommendations shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 22.04 The parties shall each pay one-third (1/3) of the fees and expenses of the Troubleshooter and the Minister of Finance of the Province of BC shall pay the remaining one-third (1/3).

23. JOB POSTINGS

If a vacancy is to be filled or a new job is created it shall be posted for a minimum of seven (7) calendar days in a manor which gives all employees access to all information.

It shall include:

- (1) summary of job descriptions**
- (2) required qualifications**
- (3) hours of work (including start and stop times and days off)**

Notice to Union

A copy of all the postings shall be sent to the local Union office within seven (7) calendar days.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seal the day and year above written.

ON BEHALF OF THE EXHIBITION:

ON BEHALF OF THE UNION:

President

Secretary

Business Manager

SCHEDULE "A"
DENTAL PLAN

The Exhibition and the Union agree to install a dental plan for all regular full-time employees who have completed six (6) months of continuous service on the following basis or on such other basis as may be mutually agreed to:

- (a) **Basic Dental Services (Plan AA@) paying for one hundred percent (100%) of the approved schedule of fees;**
- (b) **Major Restorative Services and Prosthetics (Plan "B")** shall be added and will provide for **seventy-five percent (75%)** of the approved schedule of fees.
- (c) **Orthodontic Services (Plan "C")** shall be added and will provide for fifty percent (50%) of the approved schedule of fees.
- (d) The Exhibition may elect to enter into a contract for a dental plan on a group basis, provided that accounting will be carried out on an individual unit basis.

LETTER OF UNDERSTANDING #1

BETWEEN: PACIFIC NATIONAL EXHIBITION

(hereinafter called "the Exhibition")
OF THE FIRST PART

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

(hereinafter called "the Union")
OF THE SECOND PART

Re: 2010 Winter Olympics

WHEREAS THE 2010 OLYMPIC AND PARALYMPIC WINTER GAMES (THE "GAMES") ARE A UNIQUE OPPORTUNITY TO SHOWCASE THE PACIFIC NATIONAL EXHIBITION AND THE WORLD CLASS EXPERTISE OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882 MEMBERS THAT HAS BEEN GAINED THROUGH THE CONDUCT OF MAJOR NATIONAL AND INTERNATIONAL SPORTING, ATHLETIC AND CULTURAL ACTIVITIES, THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882 IS PLEASED TO PARTNER WITH VANOC AND THE PACIFIC NATIONAL EXHIBITION IN ORDER TO MAKE THE GAMES AS SUCCESSFUL AS POSSIBLE.

This Letter is entered into on a without establishing precedent basis. It is appended to and forms part of the Collective Agreement that expires February 28, 2011.

The parties agree that the participation and cooperation of the bargaining unit Engineers ("the Engineers") is critical to the success of the Game's conducted on the PNE site (hereinafter referred to as the "site" which encompasses but is not limited to venues for which the International Union of Operating Engineers, Local 882 is certified).

- 1. The Engineers will be used to perform their normal bargaining unit work throughout the Games Period, provided they pass the VANOC security check.**
- 2. The Games Period includes periods of time during which test events will be conducted on the site in preparation for the Games (hereinafter referred to as the "Non-Exclusive Use Period" which is from January 1, 2008 to January 3, 2010), as well as the "Exclusive Use Period" from January 4, 2010 through March 7, 2010, during which time VANOC will have exclusive use of parts or all of the site for the conduct of the Games.**

3. **Everyone who wishes to work on site during the Exclusive Use Period are required to undergo and pass the VANOC security check. Engineers who do not wish to undergo the security check or who are unable to pass the security check will not be entitled to perform work on site during the Exclusive Use Period. Engineers who do not wish to undergo the security check or who are unable to pass the security check will not be disciplined. The Employer will make no inquiries of any party, including the employee, and will take no action whatsoever in respect to Engineers who do not pass or do not agree to the security check. There shall be no charges or fees to the Engineers with respect to the security checks.**
4. **During the Exclusive Use Period, VANOC and/ or the Employer will assign regular full-time Engineers, who do not wish to undergo the security check or who are unable to pass the security check, to perform other duties on site in order to maintain the equivalency of their straight-time hours (ie the straight-time hours they would have otherwise worked were it not for VANOC's use of the site). Failing this, the Engineers in question may be reassigned other 2010 Olympic Winter Games locations in order to maintain the equivalency of their straight-time hours.**
5. **Regular full-time Engineers who perform other work during the Exclusive Use Period under section (4) above shall be paid their normal straight-time rate and trades premium. They shall be paid other premiums they would have otherwise received had they had continued to perform their normal duties during the Exclusive Use Period.**
6. **Engineers working during the Exclusive Use Period (whether on site or elsewhere) may be required to undergo training before they are permitted to work. Regular full-time Engineers, who do not wish to undergo such training or those who are unable to successfully complete such training, shall be covered by the provisions of section (4) above.**
7. **The Engineers shall wear any uniforms VANOC may issue. It is understood that employees will refrain from wearing or displaying any items not associated with the uniform or approved by VANOC. VANOC shall be responsible for the cost of as well as the maintenance/ cleaning of such uniforms.**
8. **The Engineers covered by this letter continue to be PNE employees in all respects when working during the Games Period. Although, PNE Management (not VANOC) shall continue to exercise its management functions during the Games Period, it is understood that the Engineers may be required to take work direction from VANOC personnel.**

PACIFIC NATIONAL EXHIBITION

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882**

